



रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड
भारत सरकार का एक "नवरत्न" केंद्रीय सार्वजनिक क्षेत्र उद्यम

<p><u>पूर्वी क्षेत्र कार्यालय</u> 19वीं मंजिल, ऑरोरा वॉटरफ्रंट, जीएन 34/1, सेक्टर V, बिधाननगर, कोलकाता, पश्चिम बंगाल 700091</p>	<p><u>कॉर्पोरेट कार्यालय</u> प्लेट-ए, 6वीं मंजिल, ऑफिस टॉवर-2, एनबीसीसी बिल्डिंग, ईस्ट किडवाई नगर, नई दिल्ली- 110023</p>
<p><u>Eastern Region Office</u> 19th Floor, Aurora Waterfront, GN 34/1, Sector V, Bidhannagar, Kolkata, West Bengal 700091</p>	<p><u>Corporate Office</u> Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023</p>

ईओआई संख्या (EOI No.):

RAILTEL/ER/Proj/EOI/2025-26/002, DTD 09-04-2025

“सीआईएल कार्यालय परिसर, कोलकाता में 05 वर्ष की अवधि के लिए एल3 कोर स्विच, एल2 मैनेज स्विच, सर्वर के साथ एनएमएस और एफएमएस (एक व्यक्ति) की आपूर्ति, स्थापना, परीक्षण, कमीशनिंग और रखरखाव” के लिए रेलटेल सूचीबद्ध व्यावसायिक सहयोगी / ओईएम / ओईएम अधिकृत भागीदार / वितरक से उपयुक्त बैकएंड भागीदार का चयन हेतु रुचि की अभिव्यक्ति आमंत्रण”

Invitation for Expression of Interest For

Selection of Suitable Backend Partner from RailTel Empanelled Business Associate / OEM / OEM Authorised Partner / Distributor for “Supply, Installation, Testing, Commissioning and Maintenance of L3 core switches, L2 manage switches, NMS with server and FMS (one person) for a period of 05 Years at CIL Office Complex, Kolkata.”

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/Proj/EOI/2025-26/002, DTD 09.04.2025

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड (जिसे आगे रेलटेल कहा जाएगा) “सीआईएल कार्यालय परिसर, कोलकाता में 05 वर्ष की अवधि के लिए एल3 कोर स्विच, एल2 मैनेज स्विच, सर्वर के साथ एनएमएस और एफएमएस (एक व्यक्ति) की आपूर्ति, स्थापना, परीक्षण, कमीशनिंग और रखरखाव” के लिए रेलटेल सूचीबद्ध व्यावसायिक सहयोगी / ओईएम / ओईएम अधिकृत भागीदार / वितरक से उपयुक्त बैकएंड भागीदार का चयन के लिए ईओआई आमंत्रित करता है।

RailTel Corporation of India Ltd., (hereafter referred to as RailTel) invites EOIs for “Selection of Suitable Backend Partner from RailTel Empanelled Business Associate / OEM / OEM Authorised Partner / Distributor for **“Supply, Installation, Testing, Commissioning and Maintenance of L3 core switches, L2 manage switches, NMS with server and FMS (one person) for a period of 05 Years at CIL Office Complex, Kolkata.”**

विवरण निम्नानुसार है/ The details are as under:

1	ईओआई फ्लोटिंग की तिथि Date of EOI Floating	09.04.2025
2	ईओआई के तहत बोलियां प्रस्तुत करने की अंतिम तिथि Last date for submission of Bids against EOI	16.04.2025 up to 15:00 Hours
3	ईओआई के तहत प्राप्त बोलियों को खोलना Opening of Bids received against EOI	16.04.2025 at 15:30 Hours
4	बोली प्रणाली Bidding System	Single Stage-Single Packet System
5	ईओआई का अनुमानित मूल्य Estimated Value of EOI	Rs 3,01,52,484.00 Excl. GST (Rs 3,55,79,931.00 Incl. GST)
6	ईओआई दस्तावेज लागत (कर सहित) (वापसी योग्य नहीं) EOI document cost (inclusive tax) (non-refundable)	Rs. 5,900/- Incl. GST (Five Thousand Nine Hundred only)

7	बयाना राशि जमा (ईएमडी)/ Earnest Money Deposit (EMD)	3,56,000/- to be submitted along with EOI. (To be submitted via online bank transfer).
8	प्रस्तावों की वैधता/ Validity of offers	90 days from the date of opening of Offers
9	कार्य पूर्ण करने की अवधि/ Completion Period of the work	On or before 20.06.2025

नोट: रेलटेल अपने विवेकानुसार उपरोक्त तिथियों में परिवर्तन करने का अधिकार सुरक्षित रखता है।

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

ईओआई सूचना और ईओआई दस्तावेज रेलटेल की वेबसाइट पर उपलब्ध हैं और इसे <https://www.railtel.in> या ई-निविदा पोर्टल <https://railtel.enivida.com> से डाउनलोड किया जा सकता है। ऑनलाइन बोली जमा करने के लिए निविदाकर्ता को <https://railtel.enivida.com> पोर्टल से ईओआई दस्तावेज की आधिकारिक ऑनलाइन प्रति अनिवार्य रूप से डाउनलोड करनी होगी।

EOI Notice and EOI Document are available on RailTel's website and can be downloaded from <https://www.railtel.in> or from the e-Tendering portal <https://railtel.enivida.com>. For online bid submission, the tenderer will have to necessarily download an official online copy of the EOI document from the portal <https://railtel.enivida.com>.

प्रस्ताव जमाकर्ता रुचि की अभिव्यक्ति की तैयारी, प्रस्तुत करने/भाग लेने से संबंधित सभी लागतों को वहन करेगा। रेलटेल इन लागतों के लिए किसी भी तरह से जिम्मेदार या उत्तरदायी नहीं होगा, चाहे बोली प्रक्रिया के आचरण या परिणाम कुछ भी हों।

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

इस ईओआई के लिए भविष्य की सभी जानकारी अर्थात् शुद्धिपत्र / परिशिष्ट / संशोधन आदि केवल ई-निविदा पोर्टल पर पोस्ट किए जाएंगे। ईओआई दस्तावेज की मुद्रित प्रति रेलटेल कार्यालय से उपलब्ध नहीं की जाएगी।

All future information viz. corrigendum /addendum/ amendments etc. for this EOI shall be posted on this e-Tendering Portal only. Printed copies of the EOI document will not be provided from the RailTel office.

प्रस्ताव उपर्युक्त तिथि को उन प्रस्ताव जमाकर्ताओं की उपस्थिति में खोले जाएंगे जो उपस्थित होना चाहते हैं। यदि बोली प्राप्ति/खोलने की तिथि को अवकाश होता है, तो इसे अगले कार्य दिवस पर किया जाएगा।

The offers shall be opened on above mentioned date in the presence of those Respondents who choose to be present. If the receipt/opening bid date happens to be a holiday, the same shall be done on the next working day.

आरसीआईएल बिना किसी कारण के प्रस्तावों को स्वीकार/अस्वीकार करने का अधिकार सुरक्षित रखता है होगा।/

RCIL reserves the right to accept/reject the offers without any reason.

ईएमडी ईनिविदा पोर्टल के माध्यम से ऑनलाइन कोलकाता में देय रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड के पक्ष में जमा होना चाहिए। बोलीदाता को प्रस्ताव के साथ ऑनलाइन बैंक ट्रांसफर विवरण जैसे यूटीआर नंबर दिनांक और बैंक साझा करने की आवश्यकता है।

The EMD should be submitted in the favour of RailTel Corporation of India Limited payable at KOLKATA through online via eNivida Portal. Bidder needs to share the online bank transfer/DD/Pay Order/Banker's Cheque details like UTR No. date and Bank along with the proposal.

टिप्पणी : एक कार्य ईओआई होने के नाते, इस ईओआई के लिए एमएसई के लिए ईओआई दस्तावेज लागत और ईएमडी प्रस्तुत करने से कोई छूट उपलब्ध नहीं है। इसलिए, बोलीदाताओं को अपने प्रस्ताव के साथ ईओआई दस्तावेज लागत और ईएमडी प्रस्तुत करना चाहिए, जिसमें विफल होने पर उनके प्रस्ताव को मूल्यांकन के लिए नहीं माना जाएगा, और सरसरी तौर पर अस्वीकार कर दिया जाएगा। एमएसई के लिए खरीद वरीयता भी इस ईओआई के लिए लागू नहीं है

Note: Being a works EOI, no exemption from submission of EOI document cost and EMD is available for MSEs for this EOI. Hence, the bidders should submit the EOI Document Cost & EMD along with their offer, failing which their offer will not be considered for evaluation, and will summarily be rejected. Purchase preference to the MSEs is also not applicable for this EOI

बोलियों की भाषा: बोली में सभी जानकारी हिंदी या अंग्रेजी में होगी। किसी अन्य भाषा में सूचना के साथ हिंदी/अंग्रेजी में उसका अनुवाद संलग्न होगा। इसका अनुपालन करने में विफल रहने पर बोली को अयोग्य घोषित कर दिया जाएगा। अर्थ में किसी भी विसंगति की स्थिति में, सभी दस्तावेजों की अंग्रेजी भाषा की प्रति मान्य होगी।

Language of Bids: All information in the bid shall be in Hindi or English. Information in any other language shall be accompanied by its translation in Hindi/English. Failure to comply with this shall disqualify a bid. In the event of any discrepancy in meaning, the English Language copy of all documents shall prevail.

पात्र बीए(एस)/ओईएम/ओईएम अधिकृत भागीदार/वितरक को ईओआई दस्तावेज के लिए इस आमंत्रण से संबंधित सभी संचार निम्नलिखित नामित संपर्क व्यक्तियों के माध्यम से निर्देशित करना आवश्यक है:/

Eligible BA(s)/OEM/OEM authorized partner/distributor are required to direct all communications related to this Invitation for Eol document, through the following Nominated Point of Contact persons:

Level:1 Contact:

Sh. Upendra Kumar Singh (Asst General Manager/Proj-1/ER)

Email: upendrakumarsingh@railtelindia.com;

Contact: +91- 9007044144

Level:2 Contact:

Mrs. Susmita Sarkar (Sr. Dy. GM/P/ER)

Email: susmita@railtelindia.com;

Contact: +91-7044821050

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CHAPTER- 1 SUBMISSION OF BID

1. This EOI should be duly submitted online using e-Procurement Portal <https://railtel.enivida.com>.

- 1..1 The offer shall be submitted in Single packet on eNivida Portal as per instructions given.
- 1..2 Tenderer shall quote in SOR provided in eNivida portal. In case the schedule of requirement quoted by tenderer is incomplete with reference to EOI document, the offer is liable to be rejected.
- 1..3 Any document submitted/uploaded in eNivida portal must be duly signed & stamped/digitally signed by the tenderer in each page.
- 1..4 The rates quoted should be written both in words and figures. The unit of rates should be in metric system and as per EOI specification/schedule. In case of difference between words and figures, the rate in words will prevail. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser accordingly.
- 1..5 Tenderers are requested to go through all the conditions of the EOI document and note that, by submitting the EOI documents, duly signed, they have accepted these conditions and undertake to abide by these conditions (unless specifically disagreed to clause wise).
- 1..6 **ATTESTATION OF ALTERATION:** No scribbling is permissible in the EOI documents. Bids containing erasures and alterations in the EOI documents are liable to be rejected. Any correction made by the tenderer/tenderers in his/their entries must be signed (not initialed) by him/them.

2. COVER-01:

- i. EOI Document Fee, EMD, Credential & Technical Bid: This shall contain UTR Numbers of transaction/ Date of online transaction of EMD and EOI Fee amount paid online in RailTel Collection Account/proof of transaction to be enclosed.
- ii. Documents as per the eligibility criteria and Credential & Technical Bid shall be submitted. These documents should be in conformance to the eligibility criteria/Credential.

iii. Financial Part: This shall contain only the Price bid against the SOR in excel format.

3. E-tendering Instructions to Bidders

i. **GENERAL:** These Special Instructions (for e-Tendering) supplement, as given above. Submission of Bids only through online process is mandatory for this EOI.

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

The instructions given below are meant to assist the bidders in registering on the e- tender Portal, and submitting their bid online on the e-tendering portal as per uploaded bid. More information for submitting online bids on the eNivida Portal may be obtained at: <https://railtel.enivida.com>

ii. GUIDELINES FOR REGISTRATION:

1. Bidders are required to enroll on the e-Procurement Portal: **<https://railtel.enivida.com/bidderRegistration/newRegistration>** or click on the link "**Bidder Enrolment**" available on the home page of e-tender Portal by paying the Registration fee of Rs. 2000/-+ Applicable GST.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their account.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (**Only Class III Certificates with signing + encryption key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.) with their profile.

5. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC /e-Token.
7. The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.
8. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id eprourement@railtelindia.com for activation of account.

iii. SEARCHING FOR EOI DOCUMENT:

1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
2. Once the bidders have selected the tenders they are interested in, bidders can pay the EOI fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then bidder may download the required documents / EOI schedules, Bid documents etc. Once bidder pay both fee, EOI will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the EOI document.

iv. PREPARATION OF BIDS:

1. Bidder should take into account any corrigendum published on the EOI document before submitting their bid.
2. Please go through the EOI notice and the EOI document carefully to understand the documents required to be submitted as part of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the EOI document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option, which helps in reducing size of the scanned document.

4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Documents” available to them to upload such documents.
5. These documents may be directly submitted from the “My Documents” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click “New” to upload new documents.

v.SUBMISSION OF BIDS:

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the EOI document as a token of acceptance of the terms and conditions laid down by RailTel.
3. Bidder has to select the payment option as “e-payment” to pay the EOI fee / EMD as applicable and enter details of the instrument.
4. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the financial bid has been given as a standard BOQ format with the EOI document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the **Sky-Blue Coloured** (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. The uploaded EOI documents become readable only after the EOI opening by the authorized bid openers.
7. Upon the successful and timely submission of bid, click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Bid submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
8. The EOI summary has to be printed and kept as an acknowledgement of the submission of the Bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
9. For any clarification in using eNivida Portal:
 - a. Any queries relating to the EOI document and the terms and conditions contained therein should be addressed to the EOI Inviting Authority for a EOI or the relevant contact person indicated in the EOI Document.
 - b. Any queries relating to the process of online bid submission or queries relating to e- tender Portal in general may be directed to the Helpdesk Support.
 - c. Please feel free to contact eNivida Helpdesk (as given below) for any query related to e-tendering.
 - d. Phone No. 011-49606060/8448288988
 - e. Mail id: - enividahelpdesk@gmail.com

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10. Documents to be submitted: Following documents shall be submitted in Technical and Financial bid as given below:

(a) **“TECHNICAL BID”**; -The bid shall consist of the following: -

- a. Offer Letter.
- b. Signed Copy of EOI Document/ Corrigenda.
- c. E-receipt of EMD.
- d. E-receipt of EOI Document fee.
- e. Power of attorney/Authorization (The original/Notarized copy also to be submitted offline).
- f. Complete technical data and particulars.
- g. Clause wise compliance to EOI conditions.
- h. Documentary proof of qualifying criteria.
- i. Affidavit (The original copy also to be submitted offline).
- j. Certificate by bidders sharing a land border with India.
- k. Any other document asked in the EOI Document but not listed above.

(b) **“PRICE BID”** Shall contain the financial bid for “Schedule of requirements” only.

Note: Non submission of the above-mentioned documents may lead to rejection of the bid.

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CHAPTER- 2: LIST OF DOCUMENTS TO BE SUBMITTED OFFLINE

2.1 The below mentioned documents are to be submitted in offline mode and these should reach RailTel Office before opening of the bids:

- a) Power of attorney/Authorization.
- b) Affidavit (Annexure-4).
- c) Integrity pact (2 copies)

2.2 Address for submission of offline documents:

RailTel Corporation of India Limited, Eastern Region,
Aurora Waterfront, 19th floor, GN 34/1, Sector V,
Salt Lake, Bidhannagar, Kolkata-91 (WB)

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CHAPTER- 3: IMPORTANT POINTS

1. RailTel Empanelled Business Associate(s)/OEM/OEM authorised partner/distributor are required to submit soft copy of response through Online on RailTel's eNivida portal at <https://railtel.enivida.com> duly signed by Authorized Signatories with Company seal and stamp.
2. The EOI response is invited from BA(s)/OEM/OEM authorised partner/distributor. A prospective bidder can be empanelled during the preboarding/onboarding process i.e. Partner who have applied for empanelment with RailTel can also participate duly submitting the mail sent to RailTel & proof of payment of empanelment fee.
3. BA(s)/OEM/OEM authorised partner/distributor can participate as a sole bidder or as a consortium (maximum three members are allowed in the consortium). In case of consortium, lead bidder of the consortium must be RailTel's Empanelled partner and will be responsible for all the conditions mentioned in the end customer RFP.
4. If, the interested partner is OEM/OEM authorised partner/distributor, it should submit the supporting document for the same.
5. All the documents must be submitted with proper indexing and page numbering.
6. Deleted.
7. Transfer and Sub-letting. The Partner 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.
8. Deleted.
9. Partner has to agree to comply with all scope of work and term and conditions including special term and condition, SLA and OEM technical, Proneness Criteria & Financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's tender/RFP & its corrigendum (if any) as mentioned below:

RFP Ref. No.	Annex-21
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10. Deleted.
11. Installation, commissioning and integration should be done by OEM or their

authorized agencies only. If authorized agencies are involved, RailTel should be informed in writing before finalization.

12. Partner/Consortium has to ensure OEM support (of its product including customization part) till the expiry of contract period.
13. Partner/Consortium has to ensure validity of all licenses from implementation stage to the expiry of contract period.
14. Anything not mentioned in the EOI, Customer tender/RFP and its corrigendum (if any) may be referred & considered.
15. To maintain confidentiality, RailTel reserves the right to show/not show the competition bids in eNivida Portal.

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CHAPTER- 4: DETAILS OF THE PROJECT

1. PROJECT BACKGROUND AND OBJECTIVE OF EOI:

RailTel's esteemed customer, Coal India Limited, intends to **CAMC of existing L3 core Switches and hiring of Managed L2 switches along with Network Management System (NMS) and Facility Management Support on a rental basis for 5 years (including buyback of old L2 switches).**

RailTel is inviting EOIs from RailTel's Empanelled Partners/ OEM/ OEM authorised partner/distributor for the selection of suitable partner for **Supply, Installation, Testing, Commissioning and Maintenance of L3 core switches, L2 manage switches, NMS with server and FMS (one person) for a period of 05 Years at CIL Office Complex, Kolkata**

It will be responsibility of Partner to comply all extent guidelines and regulations of Central/State Govt. including Make in India or any other concerned entities including DoT/TEC in respect of supply of new equipment and services from time to time. In addition, Partner will also comply any change in the rules and regulations by Govt. or any other entities DoT/TEC. **Partner should submit an undertaking in this regard in their bid.**

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

2. SCOPE OF WORK:

The scope of work will be as mentioned in the pertinent end Customer organization RFP for "CAMC of existing L3 core Switches and hiring of Managed L2 switches along with Network Management System (NMS) and Facility Management Support on a rental basis for 5 years (including buyback of old L2 switches)."

In reference to Scope of Work, the objective of this project is to **Supply, Installation, Testing, Commissioning and Maintenance of L3 core switches, L2 manage switches, NMS with server and FMS (one person) for a period of 05 Years at CIL Office Complex, Kolkata.**

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

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

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

Special Note: RAILTEL MAY RETAIN ANY PORTION OF THE WORK mentioned in the end customer organization tender, where RailTel has competence.

3. RESPONSE TO EOI GUIDELINES

3.1 Language of Proposals

The proposal and all correspondence and documents shall be written in English in soft copy through an email.

3.2 RailTel's Right to Accept/Reject responses

RailTel reserves the right to accept or reject any response and annul the bidding process or even reject all responses at any time prior to selecting the partner, without thereby incurring any liability to the affected partner or Business Associate or without any obligation to inform the affected partner or partners about the grounds for RailTel's action.

3.3 EOI response Document

The partner is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Submission of bids, not substantially responsive to the bidding document in every aspect will be at the partner's risk and may result in rejection of its bid without any further reference to the partner.

All pages of the documents shall be signed by the partner including the closing page in token of his having studied the EOI document and should be submitted along with the bid.

3.4 Period of Validity of bids and Bid Currency

Bids shall remain valid for a period of 90 days from the date of opening of EOI.

3.5 Bidding Process

The bidding process as defined in Chapter 1.

3.6 Bid Earnest Money (EMD)

3.6.1. The Partner shall furnish a sum as given in EOI Notice via online transfer from any scheduled bank in India in favour of “RailTel Corporation of India Limited” along with the offer or directly through e-Nivida portal. This will be called as EOI EMD.

3.6.2. Offers not accompanied with valid EOI Earnest Money Deposit shall be summarily rejected.

~~3.6.3.~~ Partner has to furnish Earnest Money Deposit as applicable.

3.6.4. Return of EMD for unsuccessful Business Associates: EOI EMD of the unsuccessful Business Associate shall be returned without interest after completion of EOI process.

3.6.5. Return of EMD for successful Business Associate: EOI-EMD (Earnest Money Deposit) of the successful partner will be discharged / returned on receipt of Security Deposit and Performance Bank Guarantee as applicable (clause no. 3.7) from Business Associate.

3.6.6. Forfeiture of EOI EMD and or Penal action as per EMD Declaration.

3.6.6.1. The EOI EMD may be forfeited and or penal action shall be initiated if a Business Associate withdraws his offer or modifies the terms and conditions of the offer during validity period.

3.6.6.2. In case of non-submission of SD/PBG (as per clause no. 3.7) lead to forfeiture of EOI EMD and or suitable action as prescribed in the EMD Declaration shall be initiated as applicable.

3.7 Security Deposit / Performance Bank Guarantee (PBG):

3.7.1 **SECURITY DEPOSIT:** *(As per Back-to-back terms and to be levied only if customer is levying on RailTel).*

In case the bid is successful, the PBG of requisite amount proportionate to the agreed scope of work will have to be submitted to RailTel.

- 3.7.2 Performance Bank Guarantee :** The successful tenderer shall submit **5%** of total value of the Service including GST detailed in the Purchase Order/ Letter of Acceptance towards Performance Guarantee* in the form of online transfer or irrevocable Bank Guarantee from any scheduled commercial bank (either private or PSU) but not from any cooperative bank or NBFC, within 30 days of issue of the Purchase Order/Letter of Acceptance, failing which a penal interest of 15% per annum shall be charged for the delayed period i.e. beyond 30 (thirty) days from the date of issue of PO/LOA, till the date PBG is received.

If, the PBG is not submitted by the successful partner within 60 days of issuance of PO/LOA, RailTel reserves the right to terminate the contract.

* Round off to higher Rs. 1000/- (One thousand).

- 3.7.2.1** The PBG shall be initially valid up to stipulated completion of all contractual obligations including warranty obligations (if applicable) plus 90 days along with a claim period of 12 months (time period between expiry date and claim date) on top of guarantee period (if applicable) under the contract.

Note:

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

Detail for online SFMS confirmation using the platform is as below:

BG advising message – IFN 760COV/ IFN 767COV via SFMS
To mandatorily send the Cover message at the time of BG issuance.

IFSC Code of ICICI Bank to be used (ICIC0000007).

Mention the unique reference (RAILTEL6103) in field 7037

- 3.7.2.2** Any performance security up to a value of Rs. 5 Lakhs is to be submitted through online transfer only.

RailTel's Bank Account Details for online submission of Performance Guarantee amount are given as below:

- Company Name: RailTel Corporation of India Ltd.
- Bank Name: Union Bank of India
- Branch Name: Camac Street Branch
- Bank IFSC: UBIN0540161
- Account Type: Current Account
- Account No.: 401601010519491

3.7.2.3 No Interest on Earnest Money and Performance Security: No interest shall be paid on the amount of earnest money and Performance Security held by RailTel, at any stage.

3.7.2.4 The Performance Bank Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA)/Purchase Order has been issued. In case, the time for completion of work gets extended, the contractor shall get the validity of PBG extended to cover such time for completion of work plus 90 days with a claim period of 12 months (time period between expiry date and claim date) on top of guarantee period.

3.7.2.5 The value of PBG to be submitted by the contractor will not change for variation up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than + 25% of the original contract value, an additional Performance Bank Guarantee amounting to 10% (ten percent) for the excess value over the original contract value shall be deposited by the contractor.

3.7.2.6 The Performance Bank Guarantee (PBG) shall be released on completion of Contract including warranty period obligations under the contract, duly adjusting any dues recoverable from the successful tenderer.

3.7.2.7 Wherever the contracts are rescinded, the Performance Bank Guarantee shall be en-cashed and the balance work should be got done separately.

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

3.7.2.9 If the service period gets extended by virtue of extension or any other reason by end customer, PBG should also be extended accordingly.

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

3.7.2.11 The PBG should have validity for a period as per Customer PO to RailTel and shall be on back-to-back basis. The PBG may be discharged / returned by RailTel upon being satisfied that there has been due performance of the obligations of the Partner under the contract. In the event, CSP being unable to service the contract for whatsoever reason, RailTel would invoke the PBG at its discretion. 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 Partner's failure to complete its obligations under the contract. RailTel shall notify the Partner in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Partner is in default.

3.7.2.12 If customer ask for submission for value more than 5%, same also needs to be submitted by the selected business partner.

3.8 Last date & time for Submission of EOI response

EOI response must be submitted to RailTel at eNivida Portal of RailTel not later than the specified date and time mentioned in the preamble.

3.9 Modification and/or Withdrawal of EOI response

3.9.1 EOI response once submitted will be treated as final and no modification will be permitted except with the consent of the RailTel.

3.9.2 No Partner shall be allowed to withdraw the response after the last date and time for submission.

3.9.3 The successful Partner will not be allowed to withdraw or back out from the response commitments. In case of withdrawal or back out by the successful business associate, the Earnest Money Deposit shall be

forfeited, and all interests/claims of such Business Associate shall be deemed as foreclosed.

3.10 Partner with lowest (L1) offer will be selected for exclusive pre-bid arrangement for optimizing technical and commercial solutions so that the most winnable solution is submitted to end customer. The final Proposal will be prepared jointly with the selected Business Associate so that the optimal bid can be put with a good chance of winning the RFP.

3.11 Clarification of EOI Response:

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the Business Associate for clarification. The response should be in writing and no change in the price or substance of the EOI response shall be sought, offered or permitted.

3.12 Period of Association/Validity of Agreement: RailTel will enter into an agreement with selected partner with detailed Terms and conditions.

4. EVALUATION CRITERIA

4.1 The BA(s)/OEM/OEM authorised partner/distributor are first evaluated on the basis of the Eligibility Criteria as per clause 14.

4.2 The BA(s)/OEM/OEM authorised partner/distributor who fulfils the Eligibility criteria of Bidding shall be further evaluated on the basis of Technical Evaluation and Financial evaluation.

4.3 For the opened bid as per outcome of the Eligibility criteria above, the partner will be selected on the lowest quote (L-1) basis for complete 'Scope of Work' as mentioned in the EOI document and documents of technical specifications of Customer, 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 at any stage before issuing Work Order.

4.4 RailTel reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants. The RailTel evaluation committee will determine whether the proposal/ information is complete in all respects and the decision of the evaluation committee shall be final.

4.5 All General requirement mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable.

4.6 All General requirement mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable.5% after completion of warranty period.

5. Payment clause:

5.1 For item no 1-3:

70% on supply and acceptance of materials

20% on Go-live from customer

10% after completion of warranty period

5.2 For item no 4: Back-to-back

Note: Any deduction/LD/Penalties against any items levied by CoR on invoices of RailTel will be carried back-to- back in terms of value and will be deducted from CSPs invoices or PBG

5.3 Deleted.

5.4 Payment will be released as per payment terms. Any deduction /Penalties levied on RailTel invoices will be deducted in totality (full amount, which ever levied by Customer) from CSP's invoices.

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

- i. PO/LOA copy issued to selected partner.
- ii. Submission/Declaration of applicable SD/BG amount against PO issued to selected partner/vendor.
- iii. Signed Agreement Copy
- iv. Original Invoice for the period/item claimed.
- v. TDS declaration.
- vi. Receipted Challan/ Consignment Note of all the consignments.
- vii. Manufacturer's Test / Inspection Certificate from end customer.
- viii. Manufacturer's Warranty /Guarantee Certificate.
- ix. Partners Certificate of Dispatch
- x. E-way bill
- xi. Insurance of the materials in favour of RailTel
- xii. PAN, GST Registration Certificates

xiii. Any other document mentioned in customers tender.

** Any deduction/LD/Penalties levied by Customer on invoices of RailTel will be deducted from CSP's invoices or PBG.

5.6 Payment will only be released once GSTR-1 and GST-3B is filed by the partner for claimed invoice.

5.7 The last bills shall be settled after end of the contract period after adjusting all outstanding dues.

5.8 No interest is payable on any amount whatsoever to the successful Partner.

5.9 Bill Passing Authority: Sr DGM/P or RailTel's authorized representative

5.10 Bill Paying Authority: Finance Head/ER

6. SERVICE LEVEL AGREEMENT (SLA)

6.1 Partner The selected partner will be required to adhere to the SLA matrix as defined in the end Customer organization tender/RFP for his scope of work and the SLA breach penalty will be applicable on the selected partner, as specified in the end Customer organization tender/RFP. The SLA scoring and penalty deduction mechanism for in-scope of work area shall be followed as specified in the tender. All associated clarifications, responses to queries, revisions, addendum and corrigendum, associated Prime Services Agreement (PSA)/ MSA/ SLA also included. Any deduction by Customer from RailTel payments on account of SLA breach which is attributable to Partner will be passed on to the Partner proportionately in terms of value based on its scope of work.

6.2 Penalty (full amount, which ever levied by Customer) will be deducted at the time of payment.

7. Insurance

The CSP shall take out and keep in force a policy or policies of insurance from the date, the delivery of material starts (including the transit portion) against all liabilities of the CSP or RailTel as per customer tender specified terms. The CSP shall take out and keep in force a Policy or policies of Insurance for all materials covered in schedule of requirement irrespective of whether used up in the portion of work already done or kept for the use in the balance portion of the work. The risk of goods shall remain with CSP till the completion of contract. Claimant of insurance shall be in the name of RailTel Corporation of India Ltd and shall be kept valid till completion of contract.

7.1. INSURANCE OF MATERIALS: The Contractor shall take out and keep in force a Policy or policies of Insurance for all machine & materials including RailTel supply materials/equipment.

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

(ii) It may be noted that the beneficiary of the insurance policy should be RailTel or the policies should be pledged in favour of RailTel/Railway. The contractor shall keep the policy/policies current till the completion of the contract.

(iii) For the purpose of enabling the contractor to take the insurance cover in connection with this contract, the Executive Director or its representatives will advise the approximate price of all the RailTel supply materials to the Contractor.

8. Liquidated Damages:

RailTel will levy the liquidated damages imposed by customer to partner on value terms at the time of releasing of payment.

Note: Full amount of LD will be charged, which ever levied by customer on RailTel.

9. Delivery & Inspection

9.1 Delivery & Inspection will be as per customer's tender/RFP Terms.

9.2 All the material should be made available for Inspection by RailTel nominated person/agency.

9.3 Partner will be custodian of all the material till installation and commissioning of system.

9.4 Charges for any 3rd party inspection should be under scope of Partner.

10. PROVISIONAL ACCEPTANCE TESTING:

10.1. Testing, System Acceptance, PAT, FAT, Go-Live: As per customer's tender/RFP Terms.

10.2. Immediately after the completion of the work in all aspects, the Bidder shall certify and advise the purchaser in writing that the installation is complete, commissioned and ready for handing over to customer.

- 10.3. The tests will be conducted jointly by purchaser and Bidder as soon as possible after receipt of such advice of completion of the work from the Partner. The test schedule shall be finalized mutually between the Partner and RailTel. Any component/modules/sub-assemblies or equipment failing during the commissioning shall be replaced/repaired free of cost by bidder.
- 10.4. Purchaser's Engineer shall issue a Provisional Acceptance Certificate (PAC) after successful Supply, installation, integration & commissioning covering all materials and services included in the Schedule of Requirements after the acceptance test as per the approved test procedure have been completed and the performance has been found to meet the specifications. RailTel's decision in this respect shall be final. The Provisional Acceptance Certificate (PAC) shall be signed by both the parties. The period of-Comprehensive Maintenance shall commence from the date of issue of Provisional Acceptance Certificate (PAC).

11.FINAL ACCEPTANCE TESTING:

- 11.1. Testing, System Acceptance, PAT, FAT, Go-Live: As per customer's tender/RFP Terms.
- 11.2. The final acceptance of the works shall take effect after "contract period validity as agreed by RailTel's end customer" of issue of Provisional Acceptance Certificates to, provided in any case that the Bidder has complied fully with his obligations in respect of each item under the contract
- 11.3. Notwithstanding the issue of Final Acceptance Certificate (FAC), the Bidder and the purchaser (subject to Sub Clause as above) shall remain liable for fulfilment of any obligation incurred under the provision of the contract prior to the issue of Final Acceptance Certificate which remains unperformed at the time such certificate is issued and for determining the nature and extent of such obligation the contract shall be deemed to remain in force between the parties hereto.

12.INSPECTION

- 12.1 Testing, System Acceptance, PAT, FAT, Go-Live: As per customer's tender/RFP Terms.
- 12.2 Pre-shipment / pre-dispatch inspection shall be carried out at manufacturers/supplier's premises by RailTel's authorized representative. Traveling, lodging & boarding expenses of RailTel's representative and charges for 3rd party inspection, if any, shall be borne by RailTel but necessary facilities to carry out tests/inspection shall be provided by the manufacturer/supplier free of cost.

- 12.3 Along with inspection call, the supplier/manufacturer shall submit details of test procedures, program, parameters together with permissible values, etc., and their Quality Assurance Plan.
- 12.4 In case material/equipment fails during inspection, the fresh lot of material shall be offered without any extra cost, by the manufacturer/supplier. In such a case, total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer's /supplier's account.

13. PARTNER'S PROFILE

The partner shall provide the information in the below table:

SN	ITEM	Details
1.	Full name of Partner's firm	
2.	Full address, telephone numbers, fax numbers, and email address of the primary office of the organization / main / head / corporate office	
3.	Name, designation and full address of the Chief Executive Officer of the partner's organization as a whole, including contact numbers and email Address	
4.	Full address, telephone and fax numbers, and email addresses of the office of the organization dealing with this EOI	
5.	Name, designation and full address of the person dealing with the EOI to whom all reference shall be made regarding the EOI enquiry. His/her telephone, mobile, Fax and email address	
6.	Bank Details (Bank Branch Name, IFSC Code, Account number)	
7.	GST Registration number	
8	Whether owned by SC/ST	
9	Whether owned by Women entrepreneur	
10	Whether MSME (attach Udhyam Aadhaar certificate and Number)	

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14. ELIGIBILITY CRITERIA FOR BUSINESS PARTNER OF RAILTEL

SN	Description	Requirement	Compliance
A	General, Technical, Financial & OEM Eligibility		
1	General	Partner should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 for the last 3 years as on bid submission date.	1. Certificate of Incorporation 2. PAN, GSTIN Certificate
2	Financial	<p>1. Partner / Any Consortium member should have average annual financial turnover during the last 3 years, ending 31st March of the previous financial year of at least 150% of the advertised value of the EOI.</p> <p>2. Sole partner/ All consortium members should also have a positive net worth & be profitable in the last 3 financial years.</p>	<p>Documentary Evidence Required: The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet. UDIN No. shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate.</p> <p>Certificate should contain UDIN no. issued by ICAI.</p>
3	Technical	<p>The Partner must have completed similar nature of work during last 7 (Seven) years ending Bid submission date as per following capacity</p> <p>1. One Similar work, each costing not less than the amount equal to 60% of the advertised value of the EOI. OR</p> <p>2. Two Similar works, each costing not less than the amount equal to 40% of the advertised value of the EOI. OR</p> <p>3. Three Similar works, each costing not less than the amount equal to 30% of the advertised value of the EOI.</p>	<p>Documentary Evidence Required:</p> <p>The bidder shall furnish Work order/ Purchase order / MOU along with Commissioning certificate / work completion certificate / Go-live certificate issued by customer.</p>

SN	Description	Requirement	Compliance
		<p>for any Central / State Government Organization / Public Sector Unit (PSU)/Large Enterprise in India.</p> <p>Similar Work means: Any work involving Supply, Installation, Configuration & Commissioning of Datacom Equipment/ NMS with server/ Data Center/ ICT Project / IT or ITeS Projects in India, for any Central / State Government Organization / Public Sector Unit (PSU)/Large Enterprise in India.</p> <p>Large Enterprise means: Company having turnover of more than 250 Crs in previous audited financial year.</p>	
B	Annexures		
i)	Annexure 1	Covering Letter: Self-certification duly signed by authorized signatory on company letter head.	
ii)	Annexure 2	<p>The Partner should agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted.</p> <p>Self-certification duly signed by authorized signatory on company letter head.</p>	
iii)	Annexure 3	An undertaking signed by the Authorized Signatory of the Partner to be provided on letter head. The Partner/any of the OEM should not have been blacklisted/debarred by any Governmental/ Non-Governmental Organization in India as on bid submission date.	
iv)	Annexure-4	Format for Affidavit to be uploaded by Partner/Consortium with the EOI Response documents.	
v)	Annexure-5	Non-disclosure agreement by Partner/Consortium with RailTel.	

SN	Description	Requirement	Compliance
vi)	Annexure-6	Checklist of Documents	
vii)	Annexure-7	MAF Format (if Applicable)	
viii)	Annexure-8	Technical Proposal Document	
ix)	Annexure-9	CONSORTIUM AGREEMENT /MEMORANDUM OF AGREEMENT	
x)	Annexure-10	Undertaking of Service Level Compliance	
xi)	Annexure-11	Statement of No Deviation Declaration	
xii)	Annexure-12	Commercial Proposal Document	
xiii)	Annexure-13	Undertaking on Exit Management and Transition	
xiv)	Annexure-14	Declaration – Exclusivity of Participation	
xv)	Annexure-15	Integrity Pact Program & Proforma	
xvi)	Annexure -16	PROFORMA FOR PERFORMANCE BANK GUARANTEE	
xvii)	Annexure – 17	Contract Agreement	
xviii)	Annexure – 18	Standing Indemnity Bond	
xix)	Annexure – 19	Land Border Certificate	
xx)	Annexure – 20	Specification of Documents	
D	Other Documents		
i)	Power of Attorney	Power of Attorney and Board Resolution in favour of one of its employees who will sign the Bid Documents.	
ii)	BA empanelment letter & BG	Empanelment letter issued by RailTel and valid BG copy till bid opening date / Proof of Payment of empanelment fee & mail sent to RailTel CO.	
iii)	Additional Documents to be Submitted	Technical Proposal with overview of the project: <ul style="list-style-type: none"> • Partner's Understanding of the Project & Scope of Work • Solution Architecture & Design (IT) • Approach & Methodology • Project Plan & Project Team's Experience Operation and Maintenance Plan	
iv)	Integrity Pact	PROFORMA FOR "SIGNING THE	

SN	Description	Requirement	Compliance
		INTEGRITY PACT” (If bid value is above 15 Crore)	
v)	OEM Documents	1. MAF as per Annexure 7 (if applicable) 2. Compliance of Specification as given in Annexure 20 (in OEM Letterhead – if applicable)	

15. FAILURE AND TERMINATION

15.1 Failure and Termination: If the Contractor fails to deliver the supply and services or any instalment thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period the Purchaser may without prejudice to his other rights:

- 15.1.1 Recover from the Contractor as agreed liquidated damages and not by way of penalty a sum equivalent to Half per cent of the price of any stores (including elements of taxes, duties, freight, etc.) which the Contractor has failed to deliver within the period fixed for delivery in the contract or as extended for each week or part of a week during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period The upper limit for recovery of liquidated damages will be 10% (Ten Percent) of Total contract value provided in the contract or
- 15.1.2 Cancel the contract or a portion thereof and forfeit the security deposit and encash performance bank guarantee. or
- 15.1.3 Cancel the contract or a portion thereof and if so desired purchase or authorize the purchase of the stores not so delivered or others of a similar description (where stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall be final, readily procurable) at the risk and cost of the contractor.

It shall, however, be in the discretion of the Purchaser to collect or not the security deposit from the firm/firms on whom the contract is placed at the risk and expense of the defaulted firm.

Where action is taken under sub-clause (15.1.2) above, the contractor shall be liable for any loss which the purchaser may sustain on the account provided the purchase, or if there is an agreement to purchase, such agreement is made, in case of failure to deliver the stores within the

period fixed for such delivery in the contract or extended within Nine months from the date of such failure and in case of repudiation of the contract before the expiry of the aforesaid period of delivery, within Nine months from the date of cancellation of the contract. The contractor shall not be entitled to any gain on such purchase and the manner and method of such purchase shall be in the entire discretion of the purchaser. It shall not be necessary for the purchaser to serve a notice of such purchase to the contractor.

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

15.2.1 If the tenderer fails to deliver any or all of the goods within the time period(s) specified in the contract.

15.2.2 If the tenderer fails to perform any other obligation(s) under the contract; and

15.2.3 If the tenderer, in either of the above circumstance(s) does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.

15.2.4 In case of any of the above circumstances the RailTel shall pay the supplier for all products and services delivered till point of termination as per terms and conditions of the contract.

However, any recovery and losses occurred to RailTel will be recovered from Contractor up to the value of contract.

15.2.5 If 10% or more equipment found to be failed frequently again and again, the bidder may be barred for participating in the tender for a period of two years besides the above penalties to be imposed. RailTel keeps the right to terminate the contract in case of poor performance of quality and reliability of product supplied.

16. INDEMNITY BY CONTRACTOR:

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

c) Any compensation / claim or proceeding by any third party against RailTel arising out of any act, deed or omission by the CSP or

d) Claim filed by a workman or employee engaged by the CSP for carrying out work related to this agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred

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

16.3 Indemnity bond of proportionate amount to be submitted by contractor.

17. Materials supplied by RailTel will be supplied at customer designated store. Transportation of these material to site for installation shall be the responsibility of contractor.

18. VARIATION IN QUANTITY: RailTel reserves the right to reduce or increase the quantity of any item as mentioned in the BoM/BoQ back-to-back as per requirement of End Customer.

19. Purchase Preference to bidders under make in India Policy: The provisions of the revised "Public Procurement (Preference to Make in India) Order 2017" dated. 15.06.2017 & dated 16.09.2020 (or subsequent revisions, if any till opening of tender) by Department of Promotion of Industry and Internal Trade (DPIIT), Govt shall apply to this EOI.

20. FORCE MAJEURE CLAUSE: On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by RailTel in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract before such termination.

Notwithstanding the remedial provisions contained in GCC-clause 22 or 29, none of the Party shall seek any such remedies or damages for the delay and/ or failure of the other Party in fulfilling its obligations under the contract if it is the result of an event of Force Majeure.

21. RESOLUTION OF DISPUTES:

21.1 Disputes and Excepted Matters

All disputes and differences between the parties hereto, as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question; or any other account whatsoever, but excluding the Excepted Matters (detailed below); arising out of or in connection with the contract, within twenty one (21) days from aggrieved Party notifying the other Party of such matters; whether before or after the completion/ termination of the contract, that cannot be resolved amicably between the Procurement Officer and the contractor within twenty one (21) days from aggrieved Party notifying the other Party of such matters, shall be hereinafter called the "Dispute". The aggrieved party shall give a 'Notice of Dispute' indicating the Dispute and claims citing relevant Contractual clause to the designated authority and requesting for invoking the following dispute resolution mechanisms. The Dispute shall be resolved without recourse to courts through dispute resolution mechanisms detailed subsequently, in the sequence as mentioned below, and the next mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to resolve it within the deadline mentioned therein.

1.1.1 Adjudication

1.1.2 Conciliation

1.1.3 Arbitration

21.2 Excepted Matters

Matters for which provision has been made in any Clause of the contract shall be deemed as 'excepted matters' (matters not disputable/ arbitrable), and decisions of RailTel, thereon shall be final and binding on the contractor. The 'excepted matters' shall stand expressly excluded from the purview of the sub-clauses below, including Arbitration. However, where RailTel has raised the dispute, this sub-clause shall not apply. Unless otherwise stipulated in the contract, excepted matters shall include but not limited to:

21.2.1 any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract ("Third Party Claim"), including, but not limited to, a Party's right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim.

21.2.2 Issues related to the pre-award tender process or conditions

21.2.3 Issues related to ambiguity in contract terms shall not be taken up after a contract has been signed. All such issues should be highlighted before the signing of the contract by the contractor.

21.2.4 Provisions incorporated in the contract, which are beyond the purview of RailTel or are in pursuance of policies of Government, including but not limited to:

21.2.4.1 Provisions of restrictions regarding local content and Purchase Preference to Local suppliers in terms of Make in India policy of the Government;

21.2.4.2 Provisions regarding restrictions on Entities from Countries having land- borders with India in terms of the Government's policies in this regard;

21.2.4.3 Purchase preference policies regarding MSEs and Start-ups.

21.3 Adjudication

After exhausting efforts to resolve the Dispute with the Purchasing Officer executing the contract on behalf of RailTel, the contractor shall give a 'Notice of Adjudication' specifying the matters which are in question, or subject of the dispute or difference indicating the relevant contractual clause, as also the amount of claim item-wise to Head of Procurement or any other authority mentioned in the contract (hereinafter called the "Adjudicator") for invoking resolution of the dispute through Adjudication. During his adjudication, the Adjudicator shall give adequate

opportunity to the contractor to present his case. Within 60 days after receiving the representation, the Adjudicator shall make and notify decisions in writing on all matters referred to him. The parties shall not initiate, during the adjudication proceedings, any conciliation or arbitral or judicial proceedings in respect of a dispute that is the subject matter of the adjudication proceedings. If not satisfied by the decision in adjudication, or if the adjudicator fails to notify his decision within the abovementioned time-frame, the contractor may proceed to invoke the process of Conciliation as follows.

21.4 Conciliation of disputes

21.4.1 Any party may invoke Conciliation by submitting "Notice of Conciliation" to the Head of the RailTel Corporation of India Ltd. Since conciliation is a voluntary process, within 30 days of receipt of "Notice of Conciliation", the Head of the RailTel Corporation of India Ltd shall notify a sole Conciliator if the other party is agreeable to enter Conciliation. If the other party is not agreeable to Conciliation, the aggrieved party may invoke Arbitration.

21.4.2 The Conciliator shall proactively assist the parties to reach an amicable settlement independently and impartially within the terms of the contract, within 60 days from the date of appointment of the Conciliator.

21.4.3 If the parties reach an agreement on a dispute settlement, they shall draw up a written settlement agreement duly signed by the parties and conciliator. When the parties sign the settlement agreement, it shall be final and binding on the parties. The dispute shall be treated as resolved on the date of such agreement.

21.4.4 The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.

21.4.5 Termination of Conciliation: Disputes shall remain alive if the conciliation is terminated as follows:

21.4.5.1 By written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of such declaration; or

21.4.5.2 By a written declaration of any party to the conciliator to the effect that the conciliation proceedings are terminated, on the date of such declaration; or

21.4.5.3 If the parties fail to reach an agreement on a settlement of the dispute, within 60 days of the appointment of

Conciliator

21.4.6 On termination of Conciliation, if the dispute is still alive, the aggrieved party shall be free to invoke Arbitration.

21.5 Arbitration Agreement

21.5.1 This Arbitration Agreement (hereinafter referred to as this "Agreement") relating to this Contract (hereinafter called the "Main Agreement" for this agreement) is made under the provisions of The Arbitration and Conciliation Act, 1996 as amended from time to time and the rules thereunder (hereinafter called The Arbitration Act). This Agreement shall continue to survive termination, completion, or closure of the Main Agreement for 120 days after that.

21.5.2 Subject to aforesaid provisions, relevant clauses of the contract shall apply to the appointment of arbitrators and arbitration proceedings under this Agreement.

21.5.3 The Micro, Small and Medium Enterprises Development (MSMED) Act, 2006 provides parties to a dispute (where one of the parties is a Micro or Small Enterprise) to be referred to Micro and Small Enterprises Facilitation Council if the dispute is regarding any amount due under Section 17 of the MSMED Act, 2006. If a Micro or Small Enterprise, being a party to dispute, refers to the provisions in MSMED Act 2006, these provisions shall prevail over this Agreement.

21.6 Notice for Arbitration

21.6.1 Authority to Appoint Arbitrator(s): For this Arbitration Agreement 'The Appointing Authority', to appoint the arbitrator shall be Head of the RailTel Corporation of India Ltd named in the contract and includes if there be no such authority, the officer who is for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.

21.6.2 In the event of any dispute as per GCC-clause 28.1 above, if the Adjudicator fails to decide within 60 days (as referred in GCC-clause 28.3 above), or the Conciliation is terminated (as referred in sub-clause 28.4 above) then, parties to the contract, after 60 days but within 120 days of 'Notice of Dispute' (clause 28.1 above) shall request the Appointing Authority through a "Notice for Arbitration" in writing requesting that the dispute or difference be referred to arbitration.

21.6.3 The "Notice for arbitration" shall specify the matters in question or

subject of the dispute or difference indicating the relevant contractual clause, as well as the amount of claim item-wise.

21.7 Reference to Arbitration

After appointing Arbitrator(s), the Appointing Authority shall refer the Dispute to them. Only such dispute or difference shall be referred to arbitration regarding which the demand has been made, together with counter-claims or set off. Other matters shall be beyond the jurisdiction of Arbitrator(s)

21.8 Appointment of Arbitrator

21.8.1 Qualification of Arbitrators:

21.8.1.1 In the case of retired officers of The RailTel Corporation of India Ltd, he shall have retired in the rank of Senior administrative grade (or equivalent) and shall have retired at least 1 years prior and must not be over 70 years of age on the date of Notice for arbitration.

21.8.1.2 He/ they shall not have had an opportunity to deal with the matters to which the contract relates or who, in the course of his/ their duties as officers of the RailTel Corporation of India Ltd, expressed views on any or all of the matters under dispute or differences. A certification to this effect shall be taken from Arbitrators. The proceedings of the Arbitral tribunal or the award made by such Tribunal shall, however, not be invalid merely for the reason that one or more arbitrators had in the course of his service, an opportunity to deal with the matters to which the contract relates or who in the course of his/ their duties expressed views on all or any of the matters under dispute.

21.8.1.3 An Arbitrator may be appointed notwithstanding the total no. of arbitration cases in which he has been appointed in the past.

21.8.1.4 Not be other than the person appointed by The Appointing Authority and that if for any reason that is not possible, the matter shall not be referred to arbitration at all.

21.9 Replacement of Arbitrators

If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or in the event of the arbitrator dying, neglecting/ unable or unwilling or refusing to act for any reason, or his award being

set aside by the court for any reason, or in the opinion of The Appointing Authority fails to act without undue delay, the Appointing Authority shall appoint new arbitrator/ arbitrators to act in his/ their place in the same manner in which the earlier arbitrator/ arbitrators had been appointed. Such a re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

21.10 Appointment of Arbitrator

- 21.10.1 In cases where the total value of all claims in question added together does not exceed Rs 50,00,000/- (Rupees Fifty Lakh only), the Arbitral Tribunal shall consist of sole Arbitrator. For this purpose, The Appointing Authority shall send to the contractor, within 60 days from the day of receipt of a written and valid notice for arbitration, a panel of at least four (4) names of retired officers, duly indicating their retirement dates.
- 21.10.2 The contractor shall be asked to nominate at least two names out of the panel for appointment as his nominee within 30 days from the dispatch date of the request by The Appointing Authority. The Appointing Authority shall appoint at least one out of them as the sole arbitrator within 30 days from the receipt of the names of the contractor's nominees.
- 21.10.3 In cases where the total value of all claims in question added together exceeds Rs 50,00,000/- (Rupees Fifty Lakh only), the Arbitral Tribunal shall consist of three (3) retired Officers of the RailTel Corporation of India Ltd. For this purpose, The Appointing Authority shall send a panel of at least four (4) names of such Officer(s) empaneled to work as Arbitrators duly indicating their retirement date to the contractor within 60 days from the day when a written and The Appointing Authority receives valid demand for arbitration.
- 21.10.4 The contractor shall be asked to nominate at least 2 names out of the panel for appointment as his nominee within 30 days from the dispatch date of the request by The Appointing Authority. The Appointing Authority shall appoint at least one out of them as the contractor's nominee. It shall also simultaneously appoint the balance number of arbitrators either from the panel or outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed, within 30 days from the receipt of the names of Contractor's nominees.
- 21.10.5 If the contractor does not suggest his nominees for the arbitral tribunal within the prescribed timeframe, The Appointing Authority

shall proceed for appointment of the arbitral tribunal within 30 days of the expiry of such time provided to the contractor.

21.11 Failure to appoint Arbitrators.

If The Appointing Authority fails to appoint an arbitrator within 60 (sixty) days, then subject to the survival of this Arbitration Agreement, in international commercial arbitration, the Supreme Court of India shall designate the arbitral institution for the appointment of arbitrators. In case of national arbitrations, the High Court shall designate arbitral institutions. The Arbitration Council of India must have graded these arbitration institutions. These arbitral institutions must complete the selection process within thirty days of accepting the request for the arbitrator's appointment.

21.12 Arbitral Procedure

- 21.12.1 Effective Date of Entering Reference: The arbitral tribunal shall be deemed to have entered the reference on the date on which the arbitrator(s) have received notice of their appointment. All subsequent time limits shall be counted from such date.
- 21.12.2 Seat and Venue of Arbitration: The seat of arbitration shall be the place from which the Purchase Order or the contract is issued. The venue of arbitration shall be the same as the seat of arbitration. However, in terms of section 20 of The Arbitration Act, the arbitrator, at his discretion, may determine a venue other than the seat of the arbitration without in any way affecting the legal jurisdictional issues linked to the seat of the arbitration.
- 21.12.3 If the Adjudication and/ or Conciliation mechanisms had not been exhausted before such reference to Arbitration, the Arbitrator should ask the aggrieved party to approach designated authority for such mechanisms before the Arbitration proceedings are started.
- 21.12.4 The claimant shall submit to the Arbitrator(s) with copies to the respondent his claims stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within 30 days from the date of appointment of the Arbitral Tribunal unless otherwise extension has been granted by Arbitral Tribunal.
- 21.12.5 On receipt of such claims, the respondent shall submit its defence statement and counter claim(s), if any, within 60 days of receipt of the copy of claims, unless otherwise extension has been granted by Arbitral Tribunal.
- 21.12.6 No new claim shall be added during proceedings by either party.

However, a party may amend or supplement the original claim or defence thereof during arbitration proceedings subject to acceptance by the Tribunal having due regard to the delay in making it.

- 21.12.7 Statement of claims, counterclaims and defence shall be completed within six months from the effective reference date.
- 21.12.8 Oral arguments to be held on a day-to-day basis: Oral arguments as far as possible shall be heard by the arbitral tribunal on a day-to-day basis, and no adjournments shall be granted without sufficient cause. The arbitrator(s) may impose an exemplary cost on the party seeking adjournment without sufficient cause.
- 21.12.9 Award within 12 (twelve) months: The arbitral tribunal is statutorily bound to deliver an award within 12 (twelve) months from the date when the arbitral tribunal enters reference. The award can be delayed by a maximum of six months only under exceptional circumstances where all parties consent to such extension of time. The court's approval shall be required for further extension if the award is not made out within such an extended period. During the period of an application for extension of time is awaiting before the court, the arbitrator's proceedings shall continue until the disposal of the application.

21.13 Fast Track Procedure

The parties to arbitration may choose to opt for a fast-track procedure either before or after the commencement of the arbitration. The award in fast-track arbitration is to be made out within six months, and the arbitral tribunal shall be entitled to additional fees. The salient features of the fast-track arbitration are:

- 21.13.1 The dispute is to be decided based on written pleadings only.
- 21.13.2 Arbitral Tribunal shall have the power to call for clarifications in addition to the written pleadings where it deems necessary.
- 21.13.3 An oral hearing may be held only if all the parties request or the arbitral tribunal considers it necessary.
- 21.13.4 The parties are free to decide the fees of the arbitrator(s) for fast-track procedure.

21.14 Powers of Arbitral Tribunal to grant Interim Relief

The parties to arbitration may approach the arbitral tribunal for seeking interim relief on the grounds available under section 9 of the act. The tribunal has the

powers of a court while making interim awards in the proceedings before it.

21.15 Confidentiality

As provided in Section 42A of The Arbitration Act, all the details and particulars of the arbitration proceedings shall be kept confidential, except in certain situations like if the disclosure is necessary for the implementation or execution of the arbitral award.

21.16 Obligation During Pendency of Arbitration

Performance of the contract shall, unless otherwise directed by RailTel, continue during the arbitration proceedings, and no payment due or payable by RailTel shall be withheld on account of such proceedings, provided; however, it shall be open for Arbitral Tribunal to consider and decide whether or not the performance of the contract or payment therein should continue during arbitration proceedings.

21.17 The Arbitral Award

- 21.17.1 In the case of the Tribunal, comprising of three members, any ruling on award shall be made by a majority of members of the Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- 21.17.2 The arbitral award shall state item-wise the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award can be inferred from it.
- 21.17.3 It is further a term of this arbitration agreement that where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made in terms of Section 31 (7) (a) of The Arbitration Act.
- 21.17.4 The award of the arbitrator shall be final and binding on the parties to this contract.
- 21.17.5 A party may apply for corrections of any computational errors, typographical or clerical errors, or any other error of similar nature occurring in the award or interpretation of a specific point of the award to the Tribunal within 60 days of receipt of the award.
- 21.17.6 A party may apply to the Tribunal within 60 days of receiving the award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

21.18 Savings

The Arbitral Tribunal shall decide any matter related to Arbitration not covered under this Arbitration Agreement as per the provisions of The Arbitration Act.

21.19 Cost of Arbitration and fees of the Arbitrator(s)

21.19.1 The concerned parties shall bear the cost of arbitration in terms of section 31 (A) of The Arbitration Act. The cost shall inter-alia include fees of the Arbitrator. Further, the fees payable to the Arbitrator shall be governed by instructions issued on the subject by RailTel and/ or the Government from time to time, in line with the Arbitration and Conciliation Act, irrespective of the fact whether the Arbitrator is appointed by RailTel or the Government under this clause or by any court of law unless directed explicitly by Hon'ble court otherwise on the matter. A sole arbitrator shall be entitled to a 25% extra fee over such a prescribed fee.

21.19.2 The arbitrator shall be entitled to a 50 percent extra fee if the award is made within 6 months in terms of provisions contained in section 29(A) (2) of The Arbitration Act.

21.19.3 Besides the above, Arbitrator shall also be entitled to this extra fee in cases where Fast Track Procedure in terms of section 29 (B) of The Arbitration Act is followed.

22. APPLICABLE LAW: The work orders will be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. Any default in the terms and conditions of the EOI by the bidder will lead to rejection of bid/work order and forfeiture of EMD/Security Deposit & Performance Guarantee Amount.

23. INTELLECTUAL PROPERTY RIGHTS: The Selected Partner will indemnify RAILTEL of any infringement of third-party rights be they under the Patents Act or the IPR.

24. Eligibility of bidders from specified countries:

24.1 Orders issued by the Government of India restricting procurement from bidders from certain countries that share a land border with India shall apply to this EOI.

- 1) Any bidder (as defined in GCC-clause 2.5) from a country that shares a land border with India, excluding countries as listed on the website of the Ministry of External Affairs, to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (hereinafter called 'Restricted Countries') shall be eligible to bid in this tender

only if Bidder is registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Bidders shall enclose the certificate in this regard in Form 1.2.

- 2) In Bids for Turnkey contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from such Restricted Countries unless such contractor is similarly registered. In such cases, the bidders shall enclose the certificate in Form 1.2.
- 3) If Bidder has proposed to sub-contract Services or incidental Goods directly/ indirectly from the vendors from such countries, such vendor shall be required to be registered with the Competent Authority. However, if Bidder procures raw material, components, and sub-assemblies from such countries' vendors, such vendors shall not require registration.
- 4) "Bidder from such Restricted Countries" means :-
 - a. An entity incorporated, established, or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established, or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established, or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity. Agent is a person employed to do any act for another, or to represent another in dealings with third persons.; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium/ joint venture where any member falls under any of the above
- 5) The beneficial owner shall mean:
 - a. In a company or Limited Liability Partnership, the beneficial owner is the natural person(s). Whether acting alone or together or through one or more juridical persons, controlling ownership interest or exercises control through other means.

Explanation-

 - i. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of the company's shares or capital or profits.
 - ii. "Control" shall include the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder

agreements or voting agreements;

- b. In the case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together or through one or more juridical persons, has ownership of entitlement to more than fifteen percent of capital or profits.
- c. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- d. Where no natural person is identified under 5 (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- e. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

25.EXIT MANAGEMENT

25.1 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.

25.2 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).

- 25.3 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.
- 25.4 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.

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26. Technical details/Specification:**1. L3 Modular Chassis based Core Switch: Qty. (2Nos):**

Make & Model No.: Should be mentioned by firm
<p>The offered switch shall comply with the latest TEC GR/IR in compliance to DoT notification dated 29.08.2018 (As applicable) with latest amendments if any.</p> <p>For compliance of GR/IR or any national standard, certification from Indian bodies i.e. TEC/TSEC, STQC, BIS or any accredited lab shall require to be submitted by M/s RailTel along with the offer for the offered switch/product or any product from the offered product family/product series.</p>
<p>Technical specifications of L3 Switches are mentioned below:</p> <ul style="list-style-type: none"> • The switch should have minimum 6 slots Chassis to accommodate CPU/supervisory engine & Line cards from day one. Out of Six slots, at least 1 empty slot should be available for future scalability. • Switch should have minimum 48 no's 1G copper Ethernet Port (10/100/1000 ports) and 24 no's 10G Fiber ports fully populated with 12 x 10G LR optics (Transceivers) and 12 x 10G SR optics (Transceivers) from day 1. • The switch must have Redundant CPU/Management Engine, and redundant Power Supply from Day 1. • The switch should support hot-swappable in critical components at least for CPU/Management Engine, power supply. • The switch should be 1Pv6 ready (Dual Stack) from day one and either TEC certified or 1Pv6 logo certified.
<p>Note: The offered L3 Switches should be compatible with offered L2 switch including NMS. It shall be the responsibility of firm for seamless integration of the all the offered items.</p>

2. Managed L2 Switches: Qty. - 60 Sets:

Make & Model No.: Should be mentioned by firm

The offered switch shall comply with the latest TEC GR/IR in compliance to DoT notification dated 29.08.2018 (As applicable) with latest amendments if any.

For compliance of GR/IR or any national standard, certification from Indian bodies i.e. TEC/TSEC, STQC, BIS or any accredited lab shall require to be submitted by M/s RailTel along with the offer for the offered switch/product or any product from the offered product family/product series.

Technical specifications for the above Managed L2 switches are mentioned below:

- The switch shall have minimum 24 nos. 10/100/1000BaseT copper ports with PoE+ and minimum 04 numbers 10G uplinks fibre ports.
- The switch should be populated with minimum 4 nos. 10G uplink fibre ports with 2 x 10G SR (MMF) and 2 x 10G LR (SMF) optics (Transceivers) for minimum distance of 1 KM from day 1.
- The switch should support minimum 740 W POE budget.
- The switch should support Static Routing.
- The switch should be 19" Rack Mountable with all mounting accessories.
- IPv6 compliance: The switch should be IPv6 ready (Dual Stack) from day one and either TEC certified or IPv6 logo certified.
- To ease in interoperability, all offered L2 Managed Switches should be from same Make and Model.

Note: All the offered L2 Switches should be compatible with offered L3 (Core Switches) including NMS. It shall be the responsibility of firm for seamless integration of the all the offered items.

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3. NMS with required Hardware: Qty 1set

Make & Model No.: Should be mentioned by M/s RailTel.	
The offered NMS should be confirming to TEC/GR/IT/NMS-003/01/NOV 2015 (As applicable) ,with latest amendments if any.	
1	<ul style="list-style-type: none"> The NMS should be complete solution including hardware, software and necessary licenses to manage all the Switches supplied under the scope of this contract. The NMS shall be able to monitor and configure offered switches. The NMS should have smart, comprehensive, and automated network management solution.
2	The software shall enable centralized management of proposed network elements with a variety of automated tasks, including discovery, categorization, baseline configurations, software images, configuration comparison tools, version tracking, change alerts.
3	Shall provide performance management including CPU utilization, Memory utilization, Bandwidth utilization, statistics, threshold-based alarming etc.
4	The NMS should be able to generate Alarm for monitoring.
5	NMS should provide network administrators a single solution for provisioning, monitoring, optimizing, and troubleshooting for supplied switches.
6	Minimum 1 no. of Rack Server/Equipment (19" Rack Mountable) of suitable capacity along with OS/software, licenses/subscription should be supplied by <i>Mis</i> RailTel to meet NMS requirement.
Note: The offered NMS should be compatible with offered L3 Switches (Core Switches) and L2 switches. It shall be the responsibility of firm for seamless integration of the all the offered items.	

4. ONSITE SERVICE SUPPORT - FACILITY MANAGEMENT (FM)

Vendor shall deploy dedicated suitable/trained and experienced resources/manpower (one) at site as per contract terms and conditions for day-to-day Operation & Maintenance, Configuration, troubleshooting of Network Switches & NMS, backup of switches & NMS, storing of backup/configuration & restoration, etc ensuring guaranteed availability of services/equipment during the course of entire contract period. Man power should be Graduate Engineer in relevant field with min 1 year post qualification experience in LAN.

27. Buy back of old switches:

- (i) Vendor shall arrange to remove/dismantle the old L2 switches installed in the CIL office complex under buy-back on "As-is-where-is basis" through their own resources.
- (ii) The old switches shall be stored at the designated location temporarily, prior to removal and take away from the site at their own cost & risk. Vendor shall arrange to collect, pack & transport the old switches at their own cost & risk and necessary documents shall be arranged by vendor for the same.
- (iii) All L2 switches shall be collected from CIL office under buy-back within 1st quarter from the date of successful commencement of services.
- (iv) Vendor shall arrange to stock, collect, transport, dispose of the old switches at their own cost & risk, in compliance to the safe disposal norms as per statutory rules/guidelines in force from time to time.
- (v) Vendor may visit the site and inspect the condition of buy back item in advance before quoting for the price at their own cost & risk.
- (vi) The details of the buyback items are tabulated below:

S No	Description	Qty	Min buyback value	Take away of old switches from the site
1	Buyback of Avaya make L2 switch model no 4826 GTS having 2 nos 10G SFP ports with transceiver, 24 nos 1G copper port PoE+, dual power supply	57 sets	Rs 6,28,938/- (Total for 57 nos switches)	Within 1 st quarter after the commencement of services.

Annexure 1: Format for OFFER LETTER

OFFER LETTER (To be on company letter head)

Eol Reference No:

Date:

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 Eol process

Having examined the Invitation for Eol document bearing the reference number _____ 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 Eol document.

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

We hereby declare that all the information and supporting documents furnished as a part of our response to the said Invitation for Eol 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 Eol is liable to be rejected.

We hereby Submit EMD amount of Rs. _____ issued vide _____ from Bank _____.

Authorized
Signatory Name
Designation

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Annexure 2: Format for Self-Certificate & Undertaking

Self-Certificate (To be on company letter head)

EOI Reference No:

Date:

To,

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

Dear Sir,

Sub: Self Certificate for Tender, Technical & other compliances

- 1) Having examined the technical specifications mentioned in this EOI & end customer tender, we hereby confirm that we meet all specification.
- 2) We_____agree to abide by all the technical, commercial & financial conditions of the end customer tender for which EOI is submitted (except pricing, termination & risk purchase rights of the RailTel). We understand and agree that RailTel shall release the payment to selected sole partner after the receipt of corresponding payment from end customer by RailTel. Further we understand that in case we fail to execute assigned portion of work, then the same shall be executed by RailTel through third party or departmentally at the risk and cost of selected partner.
- 3) We agree to abide by all the technical, commercial & financial conditions of the end customer's tender for the agreed scope of work for which this EOI is submitted.
- 4) We hereby agree to comply with all OEM technical & Financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's tender. We are hereby enclosing the arrangement of OEMs against each of the BOQ item quoted as mentioned end customer's tender. We also undertake to submit MAF and other documents

required in the end Customer organization tender in favour of RailTel against the proposed products.

- 5) We hereby certify that any services, equipment and materials to be supplied are produced in eligible source country complying with OM/F. No. 6/18/2019 dated 23rd July 2020 issued by DoE, MoF.
- 6) We hereby undertake to work with RailTel as per end customer's tender terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Criteria as required in the end customer's tender terms and conditions like technical certificates, OEM compliance documents.
- 7) We understand and agree that RailTel is intending to select CSP who is willing to accept all terms & conditions of end customer organization's tender for the agreed scope of work. RailTel will strategies to retain scope of work where RailTel has competence.
- 8) We hereby agree to submit that in case of being selected by RailTel as sole partner/ consortium for the proposed project (for which EOI is submitted), we will submit all the forms, appendix, relevant documents etc. to RailTel that is required and desired by end Customer well before the bid submission date by end customer and as and when required.
- 9) We hereby undertake to sign Agreement and Non-Disclosure Agreement with RailTel on a non-judicial stamp paper of Rs. 100/- in the prescribed Format.
- 10) Deleted

Authorized Signatory

Name & Designation

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Annexure 3: Undertaking for not Being Blacklisted/Debarred

<On Company Letter Head>

To,

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

Subject: **Undertaking for not Being Blacklisted/Debarred**

We, Company Name, having its registered office at Address hereby
declares that that the Company has not been blacklisted/debarred by any Governmental/
Non-Governmental organization in India for past 3 Years as on bid submission date.

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Partner's Company Seal:

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Annexure 4: Format of Affidavit

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY SOLE PARTNER/ ALL CONSORTIUM PARTNERS ALONGWITH THE EOI DOCUMENTS

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

I..... (Name and designation)** appointed as the attorney/authorized signatory of the partner (including its constituents),

M/s (hereinafter called the partner) for the purpose of the EOI

documents for the work of as per the EOI No.

of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the behalf of the BA including its constituents as under:

1. I/we the partner (s), am/are signing this document after carefully reading the contents.
2. I/we the partner (s) also accept all the conditions of the EOI and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the EOI documents from RailTel website www.railtel.enivida.com. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the EOI document. In case of any discrepancy noticed at any stage i.e. evaluation of EOI, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the EOI by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.

7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of EOI, it shall lead to forfeiture of the EOI EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the partner)** and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.

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

DEPONENT SEAL AND SIGNATURE OF THE PARTNER

VERIFICATION

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

DEPONENT

Place:

Dated:

SEAL AND SIGNATURE OF THE PARTNER

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

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Annexure-5: Non-Disclosure Agreement (NDA) Format**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (this “**Agreement**”) is made and entered into on this _____ day of _____, 2025 (the “**Effective Date**”) at _____.

By and between

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

And

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

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

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

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

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

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

1. Permitted Use.

(a) Receiving Party shall:

(i) hold all Information received from Disclosing Party in confidence;

(ii) use such Information for the purpose of evaluating the possibility of entering into a commercial arrangement between the Parties concerning such Information; and

(iii) restrict disclosure of such Information to those of Receiving Party's officers, directors, employees, affiliates, advisors, agents and consultants (collectively, the "**Representatives**") who the Receiving Party, in its reasonable discretion, deems need to know such Information, and are bound by the terms and conditions of (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement.

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

(i) is wholly and independently developed by Receiving Party without the use of Information of Disclosing Party;

(ii) at the time of disclosure to Receiving Party, was either (A) in the public domain, or (B) known to Receiving Party;

(iii) is approved for release by written authorization of Disclosing Party; or

(iv) is disclosed in response to a valid order of a court or other governmental body in the India or any political subdivision thereof, but only to the extent of, and for the purposes set forth in, such order; provided, however, that Receiving Party shall first and immediately notify Disclosing Party in writing of the order and permit Disclosing Party to seek an appropriate protective order.

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

2. Designation.

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

(i) written or other tangible form, such Information is clearly marked as proprietary or confidential when disclosed to Receiving Party; or

(ii) oral or other intangible form, such Information is identified as confidential or proprietary at the time of disclosure.

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

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

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

6. Return or Destruction of Information.

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

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

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

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

8. Notice.

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

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

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

RailTel Corporation of India limited:

Attn: _____
 Address: _____
 Phone: _____
 Email: _____

_____: _____
 Attn: _____
 Address: _____
 Phone: _____
 Email: _____

9. Term, Termination and Survivability.

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

(b) Each party reserves the right in its sole and absolute discretion to terminate this Agreement by giving the other party not less than 30 days' written notice of such termination.

(c) Notwithstanding the foregoing clause 9(a) and 9 (b) , Receiving Party agrees that its obligations, shall:

(i) In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and

(ii) not apply to any materials or information disclosed to it thereafter.

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

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

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

13. Settlement of Disputes:

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

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

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

14. CONFIDENTIALITY OF NEGOTIATIONS

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

15. REPRESENTATION

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

16. ASSIGNMENT

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

17. EMPLOYEES AND OTHERS

Each Party shall advise its Representatives, contractors, subcontractors and licensees, and shall require its Affiliates to advise their Representatives, contractors, subcontractors and licensees, of the obligations of confidentiality and non-use under this Agreement, and shall be responsible for ensuring compliance by its and its Affiliates' Representatives, contractors, subcontractors and licensees with such obligations. In addition, each Party shall require all persons and entities who are not employees of a Party and who are provided access to the Confidential Information, to execute confidentiality or non-disclosure

agreements containing provisions no less stringent than those set forth in this Agreement. Each Party shall promptly notify the other Party in writing upon learning of any unauthorized disclosure or use of the Confidential Information by such persons or entities.

18. NO LICENSE

Nothing in this Agreement is intended to grant any rights to under any patent, copyright, or other intellectual property right of the Disclosing Party, nor will this Agreement grant

the Receiving Party any rights in or to the Confidential Information of the Disclosing Party, except as expressly set forth in this Agreement.

19. RELATIONSHIP BETWEEN PARTIES:

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

20. UNPULISHED PRICE SENSITIVE INFORMATION (UPSI)

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

21. MISCELLANEOUS

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

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

_____ : **RailTel Corporation of India Limited:**

By _____

By _____

Name:

Name:

Title:

Title:

Witnesses

Annexure-6: CHECKLIST

S. No.	Document	Submitted/ Complied or Not	Page No./ Ref. No. of offer
1	Offer Letter (Mandatory)		
2	Self-Certificate for Tender, Technical & other compliances		
3	Undertaking for not Being Blacklisted/Debarred		
4	Notarized Affidavit (Mandatory)		
5	Non-Disclosure Agreement		
6	MAF/ MOU		
7	Technical Proposal Document		
8	Consortium Agreement (If Applicable)		
9	Undertaking of Service Level Compliance		
10	Statement of No Deviation from Requirement Specifications		
11	Commercial Proposal Document		
12	Price Bid (In Excel Format downloaded from eNivida Portal (Mandatory))		
13	Undertaking on Exit Management and Transition		
14	Integrity Pact		
15	Standing Indemnity Bond		
16	Land Border Certificate		
17	Power of Attorney/ Authorization (Mandatory)		
18	Complete EOI document duly signed & stamped as a token of acceptance (Mandatory)		
19	Earnest Money Deposit (EMD) to be submitted online on eNivida Portal (Mandatory)		
20	Cost of EOI Document to be submitted online on eNivida Portal (Mandatory)		
21	Offline Submission of Power of Attorney/ Authorization, Notarized Affidavit & 2 copies Integrity Pact (Mandatory)		
22	CA Certificates/ Audited balance sheets in support of financial eligibility criteria (Mandatory)		
23	Experience Certificates/Completion Certificates in support of technical eligibility criteria (Mandatory)		
24	Supporting Documents under make in India Policy (if applicable)		
25	Any other relevant document, not listed above		

Annexure-7: MAF/ MOU and other Documents

(TO BE ARRANGED AS PER CUSTOMER FORMAT IN NAME OF RAILTEL CORPORATION OF INDIA LTD)

To,

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

Dear Sir,

Sub: Tender/Bid No EOI Notice No: RAILTEL/ER/Proj/EOI/2025-26/002 DTD 09.04.2025 Dated: 09-04-2025

Sir,

We _____, (name and address of the manufacturer) who are established and reputed manufacturers of _____ having factories at _____ (addresses of manufacturing locations) do hereby authorize **M/s RailTel Corporation of India Limited, Address: RailTel Corporation of India Limited, Eastern Region, 19th Floor, Aurora Waterfront Building, Plot no. 34/1, Block -GN, Sector - V, Salt Lake City, Kolkata -700091, West Bengal** to bid, negotiate and conclude the contract with you against the above-mentioned tender for the above equipment manufactured by us.

Yours faithfully,

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

Seal & Signature of OEM _____

Name and Title of Signatory: _____

Designation : _____ Date: _____

Note: This letter of authority should be on the letterhead of all the hardware manufacturer (OEM) and should be signed by the person (from OEM Side) competent and having the power of attorney to bind the manufacturer.

(Signature)

(Name)

(Designation)

(Seal)

Signed for and on behalf of [Name of manufacturers].

Partner shall also arrange other OEM Authorisations/Documents as required in CoR Tender.

Annexure 8 - Technical Proposal Document**(On the Partner's Letterhead)****Tender Ref. No.:****Date:**

To,

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

Subject: Submission of Technical Proposal

Dear Sir/Madam,

We, the undersigned, express our commitment to provide Systems Implementation solutions to RailTel Corporation of India Limited in response to your Request for Proposal dated [insert date] and our Proposal. Our submission comprises this Technical Bid and the Financial Bid, submitted separately.

We affirm that all information and statements in this Technical Bid are accurate, and we acknowledge that any misrepresentation may result in our disqualification.

If our Proposal is accepted, we commit to initiating the Implementation services related to the assignment no later than the date indicated in the Data sheet.

We agree to adhere to all the terms and conditions outlined in the tender document and confirm that the validity of our bid extends for 60 days, as specified in the tender document.

Furthermore, we declare that we are not insolvent, in receivership, bankrupt, or undergoing winding up. Our affairs are not administered by a court or a judicial officer, our business activities have not been suspended, and we are not subject to legal proceedings for any of the aforementioned reasons.

We acknowledge that RailTel Corporation of India Limited is not obligated to accept any Proposal received.

Yours sincerely,
(Seal & Signature of the Authorized signatory of the Partner)

Name:**Designation:****Place:****Date:**

Annexure-9: CONSORTIUM AGREEMENT / MEMORANDUM OF AGREEMENT

(On Stamp Paper of appropriate value)

This Consortium Agreement is executed at on this _ day of . BETWEEN

M/s. , a Company incorporated under the Companies Act, 1956 and having its Registered Office at acting through its Managing Director, duly authorized by a resolution of the Board of Directors dated (hereinafter referred to as the „LEAD MEMBER“ which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE Part;

AND

M/s. , a Company having its Office at and Office at , acting through its Joint President/ MD/.. , duly authorized by a resolution of the Board of Directors dated (hereinafter referred to as the (“Participant member”) which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER PART”

AND

M/s. , a Company having its Office at and Office at , acting through its Joint President/ MD/.. , duly authorized by a resolution of the Board of Directors dated (hereinafter referred to as the (“Participant member”) which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER PART”

Whereas RailTel Corporation of India Ltd. (hereinafter referred to as „RCIL“) has invite tenders for the “(NAME OF WORK)” in terms of the tender documents issued for the said purpose and the eligibility conditions required that the applicants bidding for the same should meet the conditions stipulated by RCIL for participating in the bid by the Consortium for handling the project for which the tender has been floated by RCIL.

AND WHEREAS in terms of the bid documents the parties jointly satisfy the eligibility criteria laid down for a bidder for participating in the bid process by forming a Consortium between themselves.

AND WHEREAS the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid bid and have decided to reduce the agreed terms to writing.

NOW THIS CONSORTIUM Agreement hereby WITNESSES:

- a. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the tender process for “(NAME OF WORK)” in terms of the tender invited by RailTel Corporation of India Ltd., (RCIL).
 - b. That the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by RCIL for awarding the tender to the Consortium so that the Consortium may take up the
1. aforesaid “(NAME OF WORK)” in case the Consortium turns out to be the successful bidder in the bid being invited by RCIL for the said purpose.

2. That the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfills the prequalification/eligibility criteria stipulated for a bidder, to participate in the bid for the said tender process for “(NAME OF WORK)”
3. That the Consortium have agreed to nominate any one of , and as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Tender Application Form etc., Mandatory Information, Financial Bid. Etc., and such other documents as may be necessary for this purpose.
4. That if any change in the membership of the Consortium be required to be made by the members of the Consortium, the same shall be done with the consent of RCIL subject to the conditions as may be stipulated by them in this regard.
5. That in case to meet the requirements of bid documents or any other stipulations of RCIL, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.
6. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.
7. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project, if awarded to the Consortium, to meet the requirements and stipulations of RCIL.
8. The consortium formed will not be subject to alteration with regard to change in constituting firms and/or reorientation of roles. Any changes, if proposed by Consortium to take advantage of certain developments during evaluation stage will render the bid liable to be REJECTED.
9. All partners of the consortium shall be jointly and severally liable to RailTel for the execution of the entire contract in accordance with its terms.
10. Each Consortium member has minimum 20% contribution in the work and role/scope of each member is enclosed.
11. Power of Attorney by all members of the Consortium in favor of the Lead Member is also enclosed

IN FAITH AND TESTIMONY WHEREOF, THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTHS AND YEAR FIRST ABOVE WRITTEN

1. ()

Managing Director

For (Name of company)

2. ()

Managing Director

For (Name of company)

3 ()

Managing Director

For (Name of company)

WITNESSES:

1.

2.

Enclosure:

Board resolution of each of the Consortium Members authorizing:

- (i) Execution of the Consortium Agreement, and Appointing the authorized signatory for such purpose.

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Annexure 10- Undertaking of Service Level Compliance

(On the Partner's Letterhead)

Tender Ref. No.:

Date:

To

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

Dear Sir/Madam,

Sub: Undertaking on Service Level Compliance

1. I/We as Implementing Agency do hereby undertake that we shall monitor, maintain, and comply with the service levels stated in the tender to provide quality service to end customer of RailTel referred in this tender.
2. However, if the proposed resources, Infrastructure and ICT components are found to be insufficient in meeting the tender and/or the service level requirements given by RCIL, then we will augment the same without any additional cost to RCIL.

Yours sincerely

(Seal & Signature of the Authorized signatory of the System Integrator)

Name:

Place:

Designation:

Date:

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**Annexure 11 - Statement of No Deviation from Requirement Specifications
(On the Partner's Letterhead)**

Tender Ref. No.:

Date:

To,

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

Sir,

There are no technical deviations (null deviations) from the requirement specifications of Tender items and schedule of requirements. The entire work shall be performed as per your specifications and documents.

This is to certify that our proposed solution meets all the requirements of the Tender including but not limited to Scope of Work, stated Project Outcomes (including SLAs), Business Requirements and Functional Specifications/ Requirements.

We further certify that our proposed solution meets, is equivalent or better than the minimum technical specifications as given in the tender.

We understand that the Bill of Quantity provided in the tender is indicative, we confirm that we have undertaken our own assessment to finalize the components and quantity.

In case, any item of hardware or software is found non-compliant at any stage during project implementation, it would be replaced with a fully compliant product/solution at no additional cost to end customer. In case of non-adherence of this activity, RCIL reserves the right to cancel the contract, in case the said Contract is awarded to us by RCIL.

We further confirm that our commercial proposal is for the entire scope of work, comprising all required components and our obligations, for meeting the scope of work.

Thanking you, Yours sincerely,

(Seal & Signature of the Authorized signatory of the System Integrator)

Name:

Place:

Designation:

Date:

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Annexure 12 - Commercial Proposal Document

EOI Ref. No.:

Date:

(Format for reporting commercials and mandatory letters that needs to be part of the commercial proposal document. Breakdown of cost mentioned, cost of each component, operating cost, employee cost, cost of operations and management, any other cost which the Partner feels.)

To

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

Subject: Submission of Commercial proposal

Reference: EOI No:

Dated:

We, the undersigned Partner, having read and examined in detail the EOI documents for “

____. I / we do hereby propose to provide services as specified in the EOI documents number -----

-Dated <dd/mm/yy>

1. PRICE PROPOSAL AND VALIDITY

All the prices mentioned in our tender are in accordance with the terms as specified in the tender documents. All the prices and other terms and conditions of this tender are valid for a period of 60 days from opening of EOI.

We hereby confirm that our tender prices include all taxes. However, all the taxes are quoted separately under relevant sections.

We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax in altered under the law, we shall pay the same.

2. UNIT RATES

We have indicated in the relevant schedules enclosed the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

3. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the tender documents except for the variations and deviations, all of which have been detailed out exhaustively in the following statement, irrespective of whatever has been stated to the contrary anywhere else in our proposal. Further, we agree that additional conditions, if any, found in the tender documents, other than those stated in deviation schedule, shall not be given effect to.

4. TENDER PRICING

We further confirm that the prices stated in our proposal are in accordance with your Instruction to Partners included in TENDER documents.

5. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Partners. In case you require any other further information/documentary proof in this regard before evaluation of our tender, we agree to furnish the same in time to your satisfaction.

6. PROPOSAL PRICE

We declare that our Proposal Price is for the entire scope of the work as specified in the Schedule of Requirements and TENDER documents.

7. PERFORMANCE BANK GUARANTEE BOND

We hereby declare that in case the contract is awarded to us, we shall submit the PBG in the form prescribed in Proforma of Bank Guarantee towards PBG. We hereby declare that our TENDER is made in good faith, without collusion or fraud and the information contained in the TENDER is true and correct to the best of our knowledge and belief. We understand that our TENDER is binding on us and that you are not bound to accept a TENDER you receive. We confirm that no Technical deviations are attached here with this commercial offer.

Yours sincerely,

(Seal & Signature of the Authorized signatory of the System Integrator)

Name:

Designation:

Place:

Date:

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Annexure 12-A – Price Bid Format

Please refer the excel price bid format and use the same for bidding purpose.

Sl. No.	Particulars	Quantity	Unit	Price Per Unit	GST %	GST Amount (per unit) (₹)	Total Price (Incl. GST) Rs.
SOR-CAPEX: A. Video Conferencing as a Solution (VCaaS)							
1	Supply, Installation, Testing, Integration, Commissioning and maintenance of L3 core switches with 5 years warranty and Insurance	2.00	Nos.			BP*GST Rate	(BP+GST)*Qty
2	Supply, Installation, Testing, Integration, Commissioning and maintenance of L2 managed switches with 5 years warranty and Insurance	60.00	Nos.			BP*GST Rate	(BP+GST)*Qty
3	Supply, Installation, Testing, Integration, Commissioning and maintenance of NMS along with the required hardware/server, license/software with 5 years warranty and Insurance	1 set	Set			BP*GST Rate	(BP+GST)*Qty
SOR-OPEX: B. Arrangement of Events and Live Webcasting							
4	Deployment of 1 no. of Onsite technical support for operation, coordination and maintenance of above system as per NIT	60.00	per month			BP*GST Rate	(BP+GST)*Qty

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Annexure – 13 - Undertaking on Exit Management and Transition**(On the Partner's Letterhead)**

TENDER Ref. No:

Date:

To,

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

Dear Sir/Madam,

Sub: Undertaking on Exit Management and Transition

1. I/We hereby undertake that at the time of completion of our engagement with RCIL, either at the End of Contract or termination of Contract before planned Contract Period for any reason, we shall successfully carry out the exit management and transition of this Project to RCIL or to an agency identified by RCIL to the satisfaction of RCIL. I/We further undertake to complete the following as part of the Exit management and transition:
 - a. We undertake to complete the updating of all Project documents and other artefacts and handover the same to RCIL before transition.
 - b. We undertake to design standard operating procedures to manage system (including application and IT systems), document the same and train Customer personnel on the same.
 - c. If RCIL decides to take over the operations and maintenance of the Project on its own or identifies or selects any other agency for providing operations & maintenance services on this Project, then we shall provide necessary handholding and transition support, which shall include but not be limited to, conducting detailed walkthrough and demonstrations for the IT Infrastructure, handing over all relevant documentation, addressing the queries/clarifications of the new agency with respect to the working / performance levels of the ICT components , conducting Training sessions etc.
2. I/We also understand that the Exit management and transition will be considered complete on the basis of approval from RCIL.

Yours sincerely,

(Seal & Signature of the Authorized signatory of the System Integrator)

Name:

Place:

Designation:

Date

Annexure 14: Declaration – Exclusivity of Participation

EOI Ref No.

Date:

To,

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

Sub: Exclusive pre-RFP partnership arrangement with Empanelled business associate of RailTel for participating in the end customer RFP.

We, M/s <Name and Address of Partner> will not submit directly or indirectly our 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).

Note: This undertaking has to be given with this EOI Response.

Yours sincerely,

(Seal & Signature of the Authorized signatory of the System Integrator)

Name:

Designation:

Place:

Date:

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Annexure 15

Integrity Pact Program

RailTel has adopted Integrity Pact Program and for implementation thereof all TENDER/EOIs relating to procurement of OFC, quad cable, pre-fab shelters, electronic equipment and its installation and/or commissioning etc and other item(s) or activity/activities proposed to be carried out or required by the Company for the value exceeding Rs. 15 crores at a time including for repair and maintenance of cable/network and any other items required for special works assigned to RailTel/REL will be covered under the Integrity Pact Program and the vendors are required to sign the IP document and submit the same to RailTel/REL before or along with the bids.

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

Name of IEMs and contact details:

- | | |
|-------------------------------|-------------------------------------------------|
| 1. Shri. Vinit Kumar Jayaswal | E-Mail: gkvinit@gmail.com M.No. +91-9871893484 |
| 2. Shri. Punati Sridhar | E-Mail: poonatis@gmail.com M.No. +91-9448105097 |

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

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

- b) If the order, with total value equal to or more than the threshold value, is split to more than one vendor and even if the value of PO placed on any/each vendor(s) is less than the threshold value, IP document having been signed by the vendors at bid stage itself, the Pact shall continue to be applicable.
- c) Partner of Indian origin shall submit the Integrity Pact (in 2 copies) on a non-judicial stamp paper of Rs. 100/- duly signed by the person signing the bid. If the partner is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.
- d) Partner of foreign origin may submit the Integrity Pact on its company's letterhead, duly signed by the person signing the bid.
- e) The 'Integrity Pact' shall be submitted by the Partner duly signed in all pages along with the Bid in a separate envelope, duly superscripted with 'Integrity Pact'. Response received without signed copy of the Integrity Pact document will be liable to be rejected. Proforma for signing the Integrity Pact is available in Annexure-15 of this EOI document.
- f) One copy of the Integrity Pact shall be retained by RailTel and the 2nd copy will be issued to the representative of the partner during bid opening. If the Partners representative is not present during the Bid opening, the 2nd copy shall be sent to the partner by post/courier.
- g) The Integrity Pact is applicable in this EOI vide CVC circular no. 10/05/09 dated 18.05.09 and revised guideline of CVC circular no. 015/VGL/091 dated 13.01.17 or the latest updated from time to time shall be followed.

PROFORMA FOR “SIGNING THE INTEGRITY PACT”

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

AND

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

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s forThe Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Partner(s) and /or Contractor(s).

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

Section 1- Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the EOI for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will during the EOI process treat all Partner(s) with equity and reason. The Principal will in particular, before and during the EOI process, provide to all Partner(s) the same information and will not provide to any Partner(s) confidential/additional information through which the Partner(s) could obtain an advantage in relation to the process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Partner(s) / Contractor(s)

1. The Partner(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the EOI process and during the contract execution.
 - a. The Partner(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the EOI process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during EOI process or during the execution of the contract.

- b. The Partner(s)/Contractor(s) will not enter with other Partners into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Partner(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Partner(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Partner(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the partner(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Partner(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
 - e. The Partner(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Partner(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from EOI process and exclusion from future contracts

If the Partner(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Partner(s)/Contractor(s) from the EOI process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex-"B".

Section 4: Compensation for Damages

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

Section 5: Previous Transgression

1. The Partner declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the EOI process.

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

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

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

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

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

Section 8: Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, RailTel.
3. The Partner(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Partner(s)/ Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the CMD, RailTel within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

7. Monitor shall be entitled to compensation on the same terms as being extended to provided to Independent Directors on the RailTel Board.
8. If the Monitor has reported to the CMD, RailTel, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, RailTel has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

Section 9: Pact Duration

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

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

Section 10: Other Provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

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

Place _____

Date _____

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

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Annexure-A to the Integrity Pact**GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

1.0 There shall be compulsory registration of agents for all global (Open) Tender and Limited Tender. An agent who is not registered with RailTel Units shall apply for registration in the prescribed Application -Form.

1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/ Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ retainer-ship being paid by the principal to the agent before the placement of order by RailTel.

1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.

2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.

2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by RAILTEL in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission /remuneration included in the price(s) quoted by the tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by RAILTEL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any payable to the

agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by RAILTEL. Besides this there would be a penalty of banning business dealings with RAILTEL or damage or payment of a named sum.



Annexure-B to the Integrity Pact**GUIDELINES ON BANNING OF BUSINESS DEALINGS**

S. No.	Description
1	Introduction
2	Scope
3	Definitions
4	Initiation of Banning / Suspension
5	Suspension of Business Dealings
6	Ground on which Banning of Business Dealings can be initiated
7	Banning of Business Dealings
8	Removal from List of approved Agencies-Suppliers/ Contractors etc.
9	Procedure for issuing Show-cause Notice
10	Appeal against the Decision of the Competent Authority
11	Review of the Decision by the Competent Authority
12	Circulation of the names of Agencies with whom Business Dealings have been banned

1. Introduction

1.1 RailTel Corporation of India Ltd (RAILTEL), being a Public Sector Enterprise, under the administrative control of the Ministry of Railways and therefore being an authority deemed to be 'the state' within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. RAILTEL has also to safeguard its commercial interests. RAILTEL deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of RAILTEL to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on RAILTEL to observe principles of natural justice before banning the business dealings with any Agency.

1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

2.1 The General Conditions of Contract (GCC) of RAILTEL generally provide that RAILTEL reserves its rights to remove from list of approved suppliers/ contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.

2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies/ customers/ buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.

2.3 However, absence of such a clause does not in any way restrict the right of Company (RAILTEL) to take action / decision under these guidelines in appropriate cases.

2.4 The procedure of (i) Removal of Agency from the List of approved suppliers/ contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

2.5 These guidelines apply to Corporate Office, all Regions and Subsidiaries of RAILTEL.

2.6 It is clarified that these guidelines do not deal with the decision of the Management to avoid entertaining any particular Agency due to its poor / inadequate performance or for any other reason.

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

3. Definitions

In these Guidelines, unless the context otherwise requires:

i) 'Party / Contractor / Supplier / Purchaser / Customer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Party / Contractor / Supplier / Purchaser / Customer' in the context of these guidelines is indicated as 'Agency'.

ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:

- a) If one is a subsidiary of the other;
- b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
- c) If management is common;
- d) If one owns or controls the other in any manner;

iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:

- a) For Company (entire RAILTEL) wide Banning: The Director shall be the 'Competent Authority' for the purpose of these guidelines. CMD, RAILTEL shall be the 'Appellate Authority' in respect of such cases except banning of business dealings with Foreign Suppliers of imported items.
- b) For banning of business dealings with Foreign Suppliers of imported items, RAILTEL Directors Committee (RDC) shall be the 'Competent Authority'. The Appeal against the Order passed by RDC, shall lie with CMD, as First Appellate Authority.

- c) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach Railway Board as Second Appellate Authority.
- d) For RailTel Regions only: Any officer not below the rank of General Manager appointed or nominated by the Executive Director of concerned Region shall be the 'Competent Authority' for the purpose of these guidelines. The Executive Director of the concerned Region shall be the 'Appellate Authority' in all such cases.
- e) For Corporate Office only: For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Concerned Group General Manager / General Manager shall be the 'Competent Authority' and concerned Director shall be the 'Appellate Authority'.
- f) CMD, RAILTEL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
- iv) 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
- v) 'List of approved Agencies - Parties / Contractors / Suppliers/ Purchaser/ Customers' shall mean and include list of approved /registered Agencies - Parties/ Contractors / Suppliers / Purchasers / Customers, etc.

4. Initiation of Banning / Suspension

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

5. Suspension of Business Dealings

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

5.2 The order of suspension shall be communicated to all the departmental heads within the unit/ region/ Corporate Office as the case may be. During the period of suspension, no business dealing may be held with the agency.

5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of RAILTEL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to Chief Vigilance Officer (CVO), RAILTEL Corporate Office along with the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the units/ regions of RAILTEL to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the units/ Regions / Corporate Office by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency and all concerned. Such an order would operate for a period of six months from the date of issue.

5.5 for suspension of business dealings with Foreign Suppliers of imported items, following shall be the procedure:

i) Suspension of the foreign suppliers shall apply throughout the Company/ Regions including Subsidiaries.

ii) Based on the complaint forwarded by ED / GGM / GM or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of RAILTEL to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director / GGM / GM, to place it before a committee consisting of the following:

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

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

iii) The comments / recommendations of the Committee shall then be placed by ED/GGM/GM, before RAILTEL Directors' Committee (RDC) constituted for import of items. If RDC opines that it is a fit case for suspension, RDC may pass necessary orders which shall be communicated to the foreign supplier by the ED/GGM/GM.

5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

6. Ground on which Banning of Business Dealings can be initiated

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or RAILTEL, during the last five years;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
- 6.4 If the Agency continuously refuses to return / refund the dues of RAILTEL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
- 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- 6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
- 6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts;
- 6.8 If the Agency uses intimidation/ threatening or brings undue outside pressure on the Company (RAILTEL) or its official in acceptance/ performances of the job under the contract;
- 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- 6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Company (RAILTEL) or not;
- 6.11 Based on the findings of title investigation report of CBI / Police against the Agency for malafide/ unlawful acts or improper conduct on his part in matters relating to the Company (RAILTEL) or even otherwise;
- 6.12 Established litigant nature of the Agency to derive undue benefit;
- 6.13 Continued poor performance of the Agency in several contracts;
- 6.14 If the Agency misuses the premises or facilities of the Company (RAILTEL), forcefully occupies tampers or damages the Company's properties including land, water resources, etc.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7. Banning of Business Dealings

- 7.1 Normally, a decision to ban business dealings with any Agency should apply throughout the Company including subsidiaries. However, the Competent Authority of the Region/ Unit except Corporate Office can impose such ban Region-wise only if in the

particular case banning of business dealings by respective Region/ Unit will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local conditions and impact of the misconduct/ default to beyond the Region/ Unit. Any ban imposed by Corporate Office shall be applicable across all Regions/ Units of the Company including Subsidiaries.

7.2 For Company-wide banning, the proposal should be sent by ED of the Region/ Unit to the CVO/RailTel setting out the facts of the case and the justification of the action proposed alongwith all the relevant papers and documents except for banning of business dealings with Foreign Suppliers of imported items.

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

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

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

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

7.3 There will be a Standing Committee in each Region/ Unit to be appointed by Chief Executive Officer for processing the cases of "Banning of Business Dealings" except for banning of business dealings with foreign suppliers. However, for procurement of items/ award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of General Manager/ Dy. General Manager each from Operations, Finance, Law & Project. Member from Project shall be the convener of the committee. The functions of the committee shall, inter-alia include:

- i) To study the report of the investigating Agency and decide if a prima-facie case for Company-wide / Region wise banning exists, if not, send back the case to the Competent Authority.
- ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
- iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- iv) To submit final recommendation to the Competent Authority for banning or otherwise.

7.4 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show- cause notice may be issued to the Agency and an enquiry held accordingly.

7.5 Procedure for Banning of Business Dealings with Foreign Suppliers of imported items.

- i) Banning of the agencies, shall apply throughout the Company including subsidiaries.

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

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

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

iii) The comments/recommendations of the Committee shall be placed by ED/ GGM/ GM before RAILTEL Directors' Committee (RDC) constituted for import of foreign items. If RDC opines that it is a fit case for initiating banning action, it will direct ED/ GGM/ GM to issue show-cause notice to the agency for replying within a reasonable period.

iv) On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by ED to RDC for consideration & decision.

v) The decision of the RDC shall be communicated to the agency by ED/GGM/GM concerned.

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

8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.

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

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

9. Show-cause Notice

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

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

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

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

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

10. Appeal against the Decision of the Competent Authority

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

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

11. Review of the Decision by the Competent Authority

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Chief Executive / Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Chief Executive / Competent Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee for examination and recommendation.

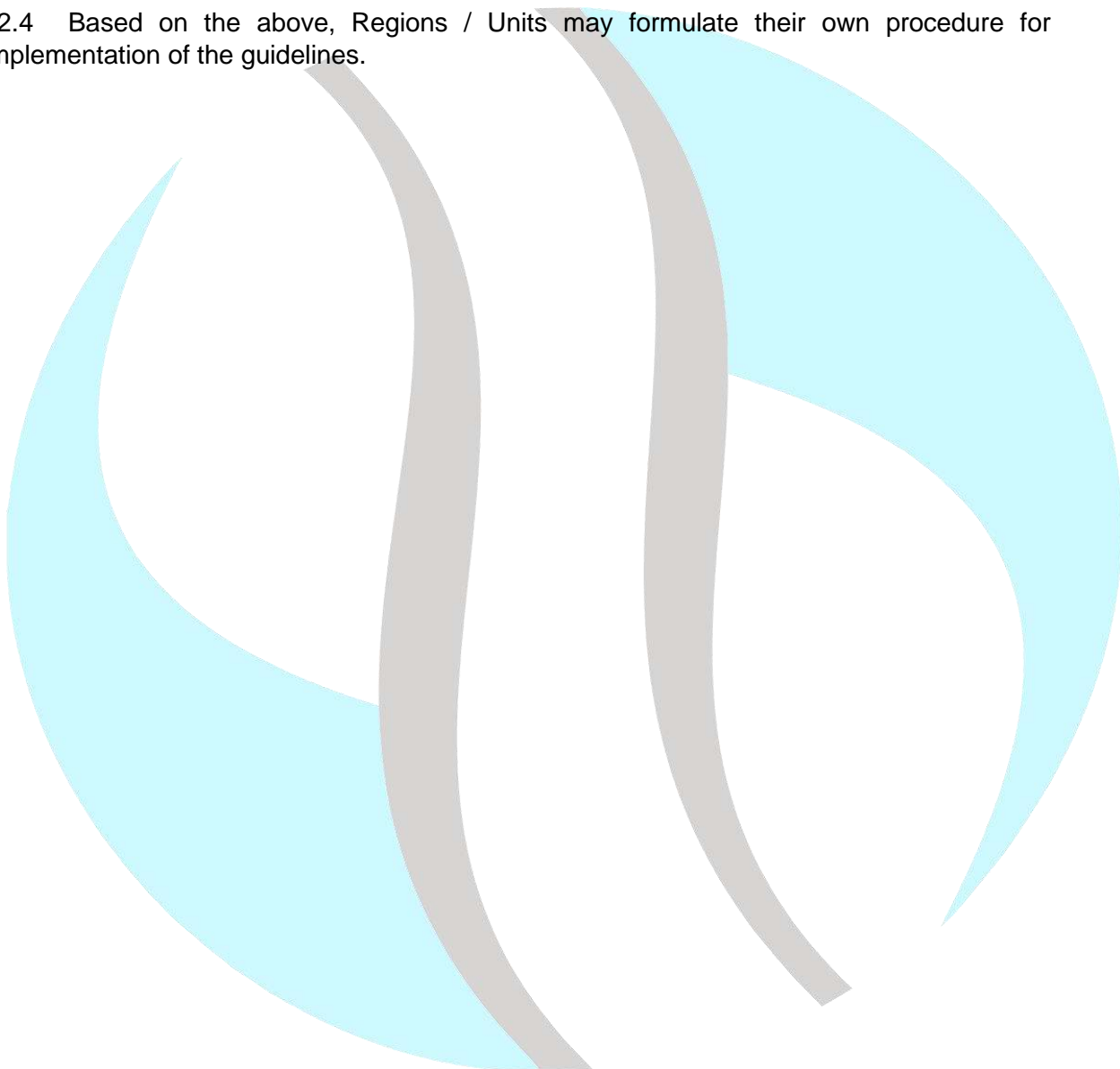
12. Circulation of the names of Agencies with whom Business Dealings have been banned

12.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of the Inquiring authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.

12.3 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, RAILTEL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its interconnected Agencies.

12.4 Based on the above, Regions / Units may formulate their own procedure for implementation of the guidelines.



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ANNEXURE-16: PROFORMA FOR PERFORMANCE BANK GUARANTEE**PERFORMANCE BANK 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, Eastern Region, 19th Floor, Aurora Waterfront Building, Plot no. 34/1, Block -GN, Sector - V, Salt Lake City, Kolkata -700091, West Bengal.

(Herein after called RailTel) having agreed to
 exempt..... (Herein after
 called "the said Contractor(s)") from the demand, under the terms and conditions of
 an Agreement No. dated made between
 and

..... for (herein after called
 "the said Agreement") of Performance Guarantee for the due fulfillment by the said
 Contractor (s) of the terms and conditions contained in the said
 Agreement, or production of a Bank Guarantee for Rs.....(Rs only). We,
(indicate the name of the Bank)here in after 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.

1. We, Bank **and our local branch at Kolkata (indicate detail address of local Kolkata Branch with code no.)** do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage 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 Rs.....

2. We, 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, 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 (1) We shall be discharged from all liability under this Guarantee thereafter.

We, We, (indicate the 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 of 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 affect 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 Bank further agree that this guarantee shall be invokable at our place of business at/Kolkata (indicate detailed address of local Kolkata Branch with code no.) The branch at New Delhi is being advised accordingly.

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

Dated the day of 2025

for..... (Indicate the name of the Bank)

Witness

1. Signature & Name

2. Signature & Name

ANNEXURE-17: PROFORMA FOR CONTRACT AGREEMENT**AGREEMENT**

(CA No. _____ for _____ the _____ work of _____
 “ _____ ”

This AGREEMENT is made at Kolkata on this _____ day of _____ two thousand and Twenty four, by and between RailTel Corporation of India Limited (A Govt. of India Undertaking) having its Corporate office at Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi- 110023 and Eastern Regional Office at 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block GN, Sector-V, Salt Lake City, Kolkata – 700 091 acting in the premises through _____ / 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 “ _____ ” 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 within 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:
 Annexure – B:
 Annexure – C:
 Annexure – D:

Tender Paper No. _____ with corrigendum, if any.
 Firm's offer.
 Letter of Acceptance No. _____ with all enclosures.
 Copy of Contract Performance Guarantee.

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ANNEXURE-18: STANDING INDEMNITY BOND

(For on Account Payments and Stores supplied by RailTel)

(On Non-Judicial Stamp paper of Rs. 100/-)

We, M/s _____ hereby undertake that we hold at our Stores Depot/s at _____ for and on behalf of RailTel Corporation of India Limited in the premises through PED/RGM/RailTel/----- Region or his successor hereinafter referred to as the Purchaser all materials for which On Account payments have been made to us against the Contract _____ for vide letter of Acceptance/PO of Tender No. _____ and the materials handed over to us by the Purchaser for all purpose of execution of the said Contract, until such time the materials are duly erected or otherwise handed over to him.

We shall be entirely responsible for the safe custody and protection of said materials against all risk till they are duly delivered as erected equipment to the purchaser or as he may direct otherwise and shall indemnify the Purchaser against any loss, damage or deterioration whatsoever in respect of the said materials while in our possession and against disposal of surplus materials. The said materials shall at all times be open to inspection by any engineer authorized by the Regional General Manager (RGM)/Principal Executive Director (PED) ----- Region (whose address will be intimated in due course).

Should any loss, damage or deterioration of materials occur or surplus materials disposed off and refund becomes due, the purchaser shall be entitled to recover from us the full cost as per prices included in the Contract (as applicable) and also compensation for such loss or damage, if any, along with the amount to be refunded without prejudice to any other remedies available to him by deduction from any sum due or any sum which at any time hereafter becomes due to us under the said or any other Contract.

In the event of any loss, damage or deterioration as aforesaid the assessment of such loss or damage and the assessment of such compensation therefore would be made by the RGM/PED/RailTel/----- Region, or his authorized nominee and the said assessments shall be final and binding upon us.

Dated this day of, [year]

for and on behalf of M/s. _____

(Contractor)

Signature of witness

Name and witness in Block letters Address

ANNEXURE-19: LAND BORDER CERTIFICATE**Certificate to be given by the Tenderer:**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that I am not from such a country or, if from such a country, I have been registered with the Competent Authority. I hereby certify that I fulfil all requirements in this regard and I am eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Dated this day of, [year]

for and on behalf of M/s. _____

(Contractor)

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ANNEXURE-20: Customer's RFP

Attached at page No. 99- 129.

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Coal India Limited-HQ
Kolkata

**CAMC of existing L3 Core Switches and hiring of Managed L2
Switch along Network Management System and Facility
Management support on Rental basis for a period of 05 years
(Together with Buyback old Network L2 switches).**

CIL Requirement:

To ensure the uninterrupted operation of critical business processes carried out through the structured LAN of CIL setup across 8 floors of the office building and 5 floors of the corporate building, CIL intends to assign the CAMC for the existing Avaya make L3 chassis-based switches and hiring of Managed L2 Switch along with Network Management System and Facility Management support on Rental basis for a period of 05 years. (Together with Buyback of old Network L2 switches).

Sl. No.	Item Description	Quantity
1	CAMC of existing L3 Core switches (Make: Avaya Model: CMHS 8010 having 12 no's 10G SFP ports with trans receivers, 48nos 1G copper port, dual power supply, dual CPU)	02 Sets.
2	Supply, Installation, Testing, Commissioning and Integration of L2 managed switches with all the required licenses/Software.	60 sets.
3	Supply, Installation, Testing, Commissioning and Integration of NMS along with all the required Hardware/Server, licenses/ software.	01 Set
4	Deployment of Onsite technical manpower required for day-to-day operation & maintenance, configuration & management support at CIL office complex.	One (01) (onsite during CIL's working hours) for 06 days in a week and as & when required.

Scope of Work:

The scope of the work involves following activities:

1. M/s RailTel shall take care of CAMC with all necessary support & services to ensure that the existing L3 chassis-based core switch remains in optimal working condition. This includes routine inspections, troubleshooting, repairs, and software/firmware updates as necessary. In case of failure/breakdown of any L3 switch during the tenure of the CAMC contract period, M/s RailTel shall replace the same with new equipment having similar or higher configuration at their own cost.
2. M/s RailTel shall responsible for the Supply, Installation, Commissioning, Configuration, Integration, Implementation of brand-new Network L2 Switches along with NMS, all the required licenses and Onsite Technical Manpower Support for Monitoring, Management and Maintenance of Switches for a period of 05 years at Coal India Corporate office, Rajarhat, Kolkata -700156 as per the quantity and specification mentioned in this document.
3. All Switches supplied towards replacement of existing L2 switches shall be of reputed / industry standard make & brand new. In case any replacement is made later on, the same should also be of same make. All L2 Switches supplied under the scope of this RFP/contract should not be declared end of life/end of sale by the OEM at the time of supply/delivery.
4. M/s RailTel shall carry out day to day Operation/ Configuration / Troubleshooting of Network Switches during the contract period for smooth operation of CIL LAN/WAN as per SLA of this document. Further, M/s RailTel has to carry out necessary configuration changes/up gradation in the supplied switches along with NMS, as advised by CIL time to time and no additional cost will be borne by the CIL in this regard. M/s RailTel has to provide all software/firmware upgrades/licenses and new patches for supplied items during the entire contract period of 05 years. The Rental cost shall include such Software/firmware upgradation, licenses and maintenance of switches during the contract period.

5. All the switches/hardware/equipment supplied by M/s RailTel are to be mounted in the existing rack of CIL. The hardware / software and infrastructure not covered in the scope of work but required for installation/ integration/improvement of the performance of switches supplied & deployed by M/s RailTel in LAN at CIL office complex shall be considered in the scope of M/s RailTel.
6. M/s RailTel has to ensure that all Switches, hardware's, software, Licenses supplied as part of the contract should not have reached End of Support during the Contract Period of 5 years. In the event of any equipment/L2 Switch/NMS supplied by M/s RailTel reaches End of Support within the contract period, M/s RailTel has to replace the equipment/Switch/NMS along with required Software/Licenses with similar or higher specifications at no additional cost to the company before end of support.
7. M/s RailTel shall perform all the necessary setup for configuration of existing core switches and supplied Managed L2 switches with creation of all the required/existing VLANs, routing, configurations and re-configuration as required by CIL for smooth function of IT/LAN infrastructure of Office Complex of CIL HQ. It will be responsibility of the M/s RailTel to integrate existing/upcoming MPLS Networks/ILL Circuits in the supplied switches for access to end users. The existing L3 core switch & supplied L2 switches shall be integrated with supplied NMS for continuous monitoring. M/s RailTel shall ensure smooth migration of all the services running in old switches to new switches replacing the old one.
8. M/s RailTel shall ensure
 - 99.8% monthly average availability of existing Core Switches.
 - 99.5% monthly average availability of supplied L2 managed Switches.
 - 99.5% monthly availability of supplied NMS.
9. M/s RailTel shall maintain sufficient inventory of necessary hardware, software, tools & tackles, spare parts, other devices etc. at Site for ensuring the above availability to meet the SLA commitment.
10. M/s RailTel shall deploy dedicated suitable/trained and experienced resources/manpower at site as per contract terms and conditions for day-to-day Operation & maintenance, Configuration, troubleshooting of Network Switches & NMS, backup of switches & NMS, storing of backup/configuration & Restoration, etc. ensuring guaranteed availability of services/equipment during the course of entire contract period.
11. M/s RailTel shall assume full responsibility for proper installation, commissioning, configuration, integration, maintenance & monitoring of supplied switches for entire period of contract as well as maintenance & monitoring of existing L3 core switches under CAMC. Any software, accessories, cables, Tools, Tackles and Consumables required for safe installation, configuration and testing of supplied items shall be arranged at site by M/s RailTel on his own cost.
12. The quarterly rental & CAMC charges should cover comprehensive maintenance services, updation / up-gradation of all firmware/software/OS/licenses including NMS as applicable and will cover repairs and replacement of defective parts to keep the equipment/system in proper working order. It shall be the responsibility of M/s RailTel to maintain the cleanliness of equipment under the scope of this contract.
13. The L2 switches & NMS shall be supplied FOR destination at consignee and should be stored at site in a safe manner prior to installation. It shall be the responsibility of M/s RailTel for unpacking, lifting/shifting/transportation up to the Data Centre along with removal of packing materials, debris from site after installation.
14. M/s RailTel shall take back to back support from respective OEM for supplied network L2 switches and NMS for entire period of contract & shall submit the relevant documents to CIL before release of first Quarter payment.
15. The work involves buyback of the existing L2 switches as per quantity mentioned in contract. M/s RailTel may visit the site and inspect the condition of buy back item as well as L3 core switches for CAMC in advance before quoting for the price at their own cost & risk.

16. Any permission required from State / Central Govt. / statutory bodies for execution of the work would be the responsibility of M/s RailTel. No extra amount would be payable for this.
17. It will be responsibility of M/s RailTel to comply all extent guidelines and regulations of Central/State Govt. including Make in India or any other concerned entities including DoT/TEC in respect of supply of L2 Switch, NMS & Manpower. In addition M/s RailTel will also comply any change in the rules and regulations by Govt. or any other entities DoT/TEC. M/s RailTel should submit an undertaking in this regard in their bid.

18. Buy Back of Old Switches:

- M/s RailTel shall arrange to remove/dismantle the old L2 switches installed in the CIL office Complex under buy-back on "AS IS WHERE IS BASIS" through their own resources.
- The old switches shall be stored at the designated location temporarily, prior to removal and take away from the site at their own cost & risk. M/s RailTel shall arrange to collect, pack & transport the old switches at their own cost & risk and necessary documents shall be arranged by M/s RailTel for the same.
- All L2 switches shall be collected from CIL office under buy-back within 1st quarter from the date of successful commencement of services.
- M/s RailTel shall arrange to stock, collect, transport, dispose of the old switches at their own cost & risk, in compliance to the safe disposal norms as per statutory rules/guidelines in force from time to time.
- M/s RailTel may visit the site and inspect the condition of buy back item in advance before quoting for the price at their own cost & risk.
- The details of the buyback items are tabulated below:

S/N	Description	Qty.	Minimum buy-back value	Take away of old switches from the site
1.	Buyback of Avaya make L2switch model no. 4826 GTS having 2 no's 10G SFP ports with trans receivers, 24nos 1G copper port POE+, dual power supply.	57 Sets	Rs. 6,28,938/- (Total for 57 nos. switches)	Within 1st quarter after the commencement of services.

19. Minimum technical resources required for day-to-day operation & maintenance, configuration & management support at CIL office complex:

S. No.	Description	Min Qualification, Relevant Experience & Certifications	Min. No. of Manpower
1	Technical Manpower for facility management at site.	Graduate Engineer in relevant field with minimum 01 year post qualification experience in LAN.	One (01) (onsite during CIL's working hours) for 06 days in a week and as & when required during contract period.

M/s RailTel shall ensure the availability of onsite support at CIL and shall provide a single point of contact for all operation, maintenance, configuration & management issues on day to day basis. In case of non-availability of required support as above, CIL shall deduct proportionate amount on pro-rata basis from the offered price for the said services i.e. Onsite Technical Support for operation, coordination and maintenance of above systems as per contract" M/s RailTel shall provide an escalation matrix for non-resolved issues to ensure the SLA commitment. In the event of any specific issue not being resolved by onsite support team, M/s RailTel may deploy person with competency/expertise for timely resolution to maintain the SLA of the contract. Apart from the above, M/s RailTel may take remote/onsite TAC support from the respective OEM to resolve critical issues.

20. Period of Contract, Delivery & Commencement of service:

The initial period of contract shall be of 05 years (60 Months) from the date of commissioning and commencement of services. However, CIL reserve the right to extend the contract period for one more year or part on the same terms & conditions.

M/s RailTel should supply, install & configure brand new L2 Switches & NMS on rental basis as per the CIL requirement within 03 months from the date of placement of order/LoA. The commencement of services include the CAMC of existing L3 switches along with rental of supplied items & manpower.

*Note: Supply of all L2 Switches, NMS etc. shall be made with proper documentation incorporating Serial no. / License no. or any other identification as applicable.

On conclusion of the contract, CIL reserves the right to buy all the L2 switches and NMS or part of it at RailTel WDV (Written Down Value) arrived after deduction of depreciation as per Company's Act on the date of transfer to CIL or by paying one month's rental whichever is lower.

It would obligatory on the part of RailTel to sell the L2 switches & NMS or part of it, as the case be, if CIL exercises its right to take-over the switches and NMS or part at the end. RailTel would be required to provide documentary proof of WDV of the equipment at the time of takeover by CIL.

The perpetual takeover however, will not include any liability from RailTel side towards maintenance and upkeep of the Switches & NMS.

21. Payment Terms:

- a. 100% payment towards Installation and Commissioning Charges (OTC) **if any**, shall be paid after successful supply, Installation, Commissioning & commencement of the rental services and acceptance of the Work. Successful Installation, Commissioning and commencement shall be duly certified by G.M/HoD (E&T), CIL HQ or his authorized representative.
- b. Paying Authority: ED/HoD (Finance), CIL-HQ Kolkata.
- c. One-time charge (OTC), if any, shall not exceed of its 03 months (one quarter) rental.
- d. The commissioning date of last commissioned network equipment shall be taken as commissioning & commencement date. The contract shall be deemed commissioned only after successful testing/operation of the supplied items along with existing L3 core switches as a whole system and its acceptance thereof by GM /HoD (E&T), CIL or his authorized representative.
- e. M/s RailTel has to pay the buy-back prices quoted against old L2 switches to CIL before takeaway of buyback items from site otherwise the buy-back prices shall be deducted from One Time Installation Charges.
- f. The quarterly rental bills along with quarterly CAMC charges for L3 switches shall be raised after successful completion of each quarter (starting from the date of commencement of rental & CAMC service) and to be submitted in the Office of GM/HoD (E&T), CIL HQ along with the duly certified Availability Reports, which shall be paid within 21 (twenty-one) days after receipt and acceptance of the same. Penalty if any shall be deducted from the quarterly bill. All Running on Account Bills shall be paid at 97%. The balance 3%

shall be treated as retention Money and will be second part of security deposit. Penalty deductions (if any) will be deducted from the quarterly bill along with TDS/other deductions as applicable.

- g. The company reserves the right to recover/ enforce recovery of any overpayments detected after payment as a result of post payment audit or technical examination or by any other means.
- h. Amount payable/ recoverable for any subsequent change in the GST will be made to/from M/s RailTel after departmental verification of such changes of tax law issued by statutory authority.
- i. No Mobilization advance shall be paid to M/s RailTel. No interest is payable on any amount whatsoever to M/s RailTel during contract period.

j. **SUBMISSION OF DOCUMENTS FOR PAYMENT:**

A. For 100% Payment of Installation and Commissioning Charges (OTC):

- 1) Pre- Receipted and Stamped Invoice in triplicate.
- 2) Receipted Challan duly signed by the GM/ HoD (E&T), CIL.
- 3) Copy of Successful commissioning & commencement report for L2 switches & NMS.

B. For Payment of Quarterly Rental & CAMC Charges:

- 1) Pre- Receipted and Stamped Invoice in triplicate.
- 2) Monthly Performance Availability Certificate (as per SLA) duly signed by authorized representative of the firm.
- 3) Price fall certificate along with invoices indicating that: "It is certified that the prices indicated in this invoice is not higher than the amount billed to any other Govt. organizations /PSUs/Private organizations in India."

22. **Consignee:** GM/HoD (E&T), Coal Bhawan Premise No-04 MAR, Plot No-AF-III, Action Area-1A, Newtown, Rajarhat, Kolkata-700156.

23. **SLA for Maintenance and regulation of rentals / CAMC charges:**

- a. M/s RailTel shall ensure minimum monthly average availability (uptime) of 99.8% for CAMC of two Core Switches.
- b. M/s RailTel shall ensure minimum monthly availability (uptime) of 99.5% for NMS.
- c. M/s RailTel shall ensure minimum monthly average availability (uptime) of 99.5% for all L2 Managed Switches.
- d. The downtime will be reckoned round the clock (24 X 7). Maximum monthly grace Period to attend & resolve faults will be 4 hours. For e.g. if the down time starts at 12.00 hours on a day and extends up to 11.00 hours the following working day, the downtime would be calculated as below:

First day: from 12.00 hrs to 00.00 hrs (i.e. 12.00 hrs). Second day: from 00.00 hrs to 11.00 hrs (i.e. 11.00 hrs).

Total downtime: = 23 hrs

- e. % Availability of each system/equipment=

(No of days in the month x 24) – (Total Downtime in hours during the month-Max 4 Hrs monthly grace period to attend & resolve faults)

----- X 100
(No of days in the month x 24)

Note: 1. Availability of each switch/equipment shall be calculated on monthly basis.

2. Preventive maintenance is to be carried out on mutually agreed time.
3. No. of days in the month will be calculated as per the no. of days in a calendar month.

e.1 In case monthly average of availability (uptime) for the Core Switches falls below 99.8%, a penalty shall be imposed on total CAMC charges for the Core Switches as indicated in the table below:

Category 1 : The non-performance deduction during contract period for CAMC of Core switches shall be regulated as under:-		
Sl. No.	Monthly Average Availability	Non-performance deduction
1.	More than or equal to 99.8%	Nil
2.	Less than 99.8% but More than or Equal to 99.3%	2 % of MMC for both Core Switches
3.	Less than 99.3% but More than or Equal to 98.8%	4 % of MMC for both Core Switches
4.	Less than 98.8% but More than or Equal to 98.3%	6 % of MMC for both Core Switches
5.	Less than 98.3% but More than or Equal to 97.8%	8 % of MMC for both Core Switches
6.	Less than 97.8% but More than or Equal to 97.0%	10 % of MMC for both Core Switches

* MMC: Monthly maintenance charges

e.2 In case monthly availability (uptime) for NMS* falls below 99.50%, a penalty shall be imposed on total rental charges for the NMS as indicated in the table below:

Category 2 : The non-performance deduction during contract period for NMS Server (including hardware and software) shall be regulated as under:-		
Sl. No.	Monthly Average Availability	Non-performance deduction
1.	More than or equal to 99.5%	Nil
2.	Less than 99.5% but More than or Equal to 99.0%	2 % of MRC for NMS
3.	Less than 99.0% but More than or Equal to 98.5%	4 % of MRC for NMS
4.	Less than 98.5% but More than or Equal to 98.0%	6 % of MRC for NMS
5.	Less than 98.0% but More than or Equal to 97.5%	8 % of MRC for NMS
6.	Less than 97.5% but More than or Equal to 97%	10 % of MRC for NMS

* NMS (Network Management System)

MRC: Monthly Rental Charges.

e.3 In case monthly average availability of L2 Managed Switches falls below 99.50% a penalty shall be imposed on rental for the L2 managed Switches as indicated in the table below:

Category 3 : The non-performance deduction during Contract Period for L2 Managed switches shall be regulated as under: -		
Sl. No.	Monthly Average Availability	Non-performance deduction
1.	More than or equal to 99.5%	Nil
2.	Less than 99.5% but More than or Equal to 99.0%	2 % of MRC for all L2 Managed Switches
3.	Less than 99.0% but More than or Equal to 98.5%	4 % of MRC for all L2 Managed Switches
4.	Less than 98.5% but More than or Equal to 98.0%	6 % of MRC for all L2 Managed Switches

5	Less than 98.0% but More than or Equal to 97.5%	8 % of MRC for all L2 Managed Switches
6.	Less than 97.5% but More than or Equal to 97%	10 % of MRC for all L2 Managed Switches

* MRC: Monthly Rental Charges.

Further, if availability for each Core Switch, each L2 Managed switches & NMS during any month is less than 97%, CIL will not make any payment for the month for that Core Switch, L2 Managed switches & NMS. However, the maximum penalty amount (Non-Performance + Non Payment for < 97%) shall not exceed 10 % of the total contract value for each category mentioned above. If availability for a particular Core Switch, L2 Managed switches & NMS is lower than 90% for 3 consecutive months in a row, CIL reserves the right to ask M/s RailTel for replacement of the respective part/switch/equipment, failing which CIL reserves the right to replace the same from different sources/vendor at the cost & risk of M/s RailTel. In such cases, M/s RailTel shall maintain the same for the rest of the contract period.

- f The monthly availability reports for Core Switches, L2 Managed switches & NMS shall be duly certified by the GM/HoD (E&T), CIL or his authorized representative and must be furnished along with The Quarterly bills. M/s RailTel shall maintain records pertaining to breakdown and restoration in mutually agreed format.
- g No bonus or additional sums shall be payable if the availability is more than guaranteed availability mentioned above.
- h It shall be the responsibility of M/s RailTel to make necessary arrangements and / or repairs to keep the Switches/systems as per specification in good working condition.
- i If the switches down time is anticipated to continue over to the next 24 hours, the defective Switch/System / Components shall be temporarily replaced by a suitable Switch/System / Components of the same or higher configuration without affecting the services.
- j Any Switch/equipment found broken, defective, malfunctioning, under-functioning will have to be repaired/replaced by the supplier at no extra cost to CIL during the entire project life cycle.
- k M/s RailTel should ensure that all breakdown calls pertaining to switches & NMS shall be attended at the earliest from the time of logging of complaint keeping in the view of maximum monthly grace period for resolving of the same.
- l M/s RailTel & CIL will decide the periodicity of preventive maintenance and it should not be less than once in a month.
- m M/s RailTel is responsible for change/modifications of configuration of switches, NMS and any additional change as and when required for modification in CIL LAN architecture as per CIL requirement during the entire contract period.

24. WARRANTY/GUARANTEE:

M/s RailTel shall guarantee that the items/services supplied under this contract shall be in accordance with the contract specifications and shall have no defects arising out of design, materials or workmanship and shall carry respective manufacturer's warranty. M/s RailTel shall ensure that the equipment's/components being used should be brand new. No refurbished/old equipment shall be used.

M/s RailTel will be responsible for smooth functioning of the items for the period of the contract, i.e., 60 months from the date of commencement of services and its acceptance. M/s RailTel shall ensure that the entire system functions smoothly and free from major breakdowns during the contract period. In case of any failure/malfunctioning of the items/services, necessary repair or replacement will be arranged by M/s RailTel free of cost as per the SLA.

The purchaser reserves its right to terminate the maintenance contract at any time without assigning any reason. M/s RailTel will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to M/s RailTel for maintenance services already performed in terms of the contract, the same would be paid to it as per the contract terms.

25. Liquidated Damages:

In the event of failure to deliver or dispatch the equipment/services within the stipulated date/period in accordance with the terms and conditions and as per requirement mentioned in the order and in the event of breach of any of the terms and conditions mentioned in the order, the CIL shall have the right:

- i. To recover from M/s RailTel as agreed liquidated damages, a sum not less than 0.5% (Half Percent) of the price of any equipment/ Service which the M/s RailTel has not been able to supply as aforesaid for each week or part of a week during which the delivery of such equipment/service may be in arrears limited to 10% (Ten Percent) of the total contract value, or
 - a. To purchase elsewhere after due notice to M/s RailTel on the account and at the risk of the defaulting supplier, the equipment/service not supplied or others of similar description without cancelling the supply order in respect of the consignment not yet due for supply, or
 - b. To cancel the supply order or a portion thereof, and if so desired to purchase the equipment/ services at the risk and cost of the defaulting supplier and also,
 - c. To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed, shall not be more than the agreed liquidated damages referred to in clause (i) above.
 - d. Whenever under this contract any sum of money is recoverable from and payable by M/s RailTel, the Purchaser shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to M/s RailTel in this or any other contract. If this sum is not sufficient to recover the full amount recoverable, M/s RailTel shall pay the Purchaser the remaining balance on demand. M/s RailTel shall not be entitled to any gain on any such purchase.
 - e. For the purpose of the calculation of the liquidated damages amount, the basic FOR Destination price shall be considered. For direct imports, the CIP price at Final Place of destination will be considered. Taxes and duties shall not be taken into account for calculation of LD. However, when prices indicated in the order are inclusive of taxes and duties, such prices will be taken for calculation of LD.

26. Termination for Default and breach of contract:

CIL, without prejudice to any other remedy for breach of Contract, by written notice of default sent to M/s RailTel, may terminate the Contract in whole or in part:

- i. If M/s RailTel fails to deliver any or all of the equipment/service within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser; or
- ii. If M/s RailTel fails to perform any other obligation under the contract within the period specified in

the contract or any extension thereof granted by the purchaser; or

iii. If M/s RailTel, in the judgment of the Purchaser, has violated Code of Integrity for Public Procurement in competing for or in executing the Contract.

27. Cost of Bidding: M/s RailTel shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

28. Site Visit:

M/s RailTel, at the M/s RailTel own responsibility, cost and risk, is encouraged to visit and examine the site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the Works/services. The costs of visiting the site shall be at M/s RailTel own expense.

It shall be deemed that M/s RailTel has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/area or not and has taken all the factors into account while quoting his rates.

29. Currencies of bid payment:

The unit rates and prices shall be quoted by the M/s RailTel entirely in Indian Rupees.

30. Security Deposit: Security Deposit shall consist of two parts;

- a) Performance Security to be submitted at award of work and
- b) Retention Money to be recovered from running bills.

The security deposit shall bear no interest.

30.1 Performance Security (first part of Security Deposit) should be 5% of annualized value of contract amount or contract amount, whichever is less and should be submitted within 21 days of issue of LOA, by M/s RailTel in any of the form given below:

- A Bank Guarantee (BG) in the form given in the bid document from any Scheduled Bank. The BG issued by outstation bank shall be operative at its local branch at Kolkata or its branch at respective area.
- Govt. Securities, FDR (Scheduled Bank) or any other form of deposit Stipulated by the owner and duly pledged in favour of owner.
- Demand Draft drawn in favour of Coal India Limited on any Scheduled Bank payable at its Branch at the local Branch of Respective Area.

The BG (If performance security is provided by the M/s RailTel in the form of bank guarantee) issued by issuing bank on behalf of the RailTel in favour of "Coal India Ltd.," shall be in paper form (Stamp Paper) as well as issued under "Structured Financial Messaging System". Issuing Bank should send the underlying confirmation message in IFN760COV or IFN767COV message type for getting the BG advised through our bank. Also issuing bank should mention "CIL0066312" in field no. "7037" of IFN760COV or IFN767COV. The message will be sent to the beneficiary bank through SFMS. The details of beneficiary Bank for issue of BG through SFMS Platform is furnished below:-

Name of Bank: ICICI Bank
Branch: Rasoi Court
IFSC Code: ICIC0000006
Account No. 000651000038
Customer ID: 066312

Original copy of the Bank Guarantee issued by the Issuing Bank shall be sent by the issuing bank to CIL.

The Earnest Money/Bid Security deposited in the form of Bank Guarantee shall be duly discharged and returned to the contractor. The Earnest Money/Bid Security deposited in the form of Demand draft may be adjusted against the security deposit (Performance Security) at bidder's option.

However, Company may approve submission of Performance Security beyond 21 days by another 14 days with proper justification on a case to case basis.

30.2 If Performance Security is provided by M/s RailTel in the form of Bank Guarantee it shall be issued either

(a) at RailTel's option by a Scheduled Bank,

Or

(b) by a Foreign Bank located in India and acceptable to the employer.

(c) The validity of the Bank Guarantee shall be for a period of "one year" or "ninety days beyond the period of contract/extended period of contract (if any)", whichever is more. However, if the contract period is for more than 03 years, then period of validity of the BG should be for at least 03 years with a provision that timely action for extension of the BG should be undertaken at least 03 months before the end of validity.

The subsequent extension shall be for a period of "one year" or "ninety days beyond the period of contract/extended period of contract" if balance period is less than 3 years, else the process will repeat as above.

Not less than 30 (thirty) days prior to expiry of a Performance Security, the Contractor shall furnish an extended, renewed or replacement Performance Security to the Authority, failing which the Authority shall be entitled to, after giving 5 (five) days' notice to the Contractor, draw down the full remaining value of the Performance Security, and hold the amount as security for performance of the Contractor's obligations under this Agreement.

The BG shall be encashed at least 07 days (excluding date of intimation and bank holiday) prior to expiry of BG.

Bank Guarantee (BG) is to be submitted in the format prescribed by the Company. Bank Guarantee shall be irrevocable and it shall be issued by any Indian Nationalized Bank/Scheduled Bank on Structured Financial Messaging System (SFMS) platform which is payable / enforceable at Kolkata.

The paper BG would be delivered by Issuing Bank to the Beneficiary under Speed Post/Registered Post (AD). Original Bank Guarantee shall be accepted from Issuing Bank only. However, the paper BG would be operative only on receipt of a separate advice through SFMS and confirmed by the Advising Bank (i.e. Beneficiary Bank). The confirmation of issuance of BG through SFMS from Advising Bank shall be obtained through electronically as well as print out of the said message from Advising Bank with seal and signature.

The details of Beneficiary for issue of BG under SFMS platform is furnished below:

Name of Beneficiary & its details	Name	
	Area	
	Bank Account No.	
	Department	

Beneficiary Bank & Address	
FCS Code	

The above particulars are to be incorporated by the Issuing Bank properly while issuing BG under SFMS mode to avoid any problem in future.

Original Bank Guarantee (issued by the Issuing Bank) shall be sent by the Issuing Bank to concerned Department by Registered Post (AD).

In M/s RailTel fails to submit the Performance Security and Additional Performance Security, if any, within the stipulated time then the award of work may be cancelled with forfeiture of the Bid Security/Earnest Money.

Additionally, the Company shall debar such defaulting Contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum one year from the date of issue of such letter.

30.3 Refund of Security Deposit:

The refund of Security Deposit shall be subject to Company's right to deduct/appropriate its dues against the Contractor under this contract or under any other contract. On completion of the work and certified as such by GM (E&T), CIL or his authorized representative, the Security Deposit remaining with the Company shall be refunded.

Performance Security (1st part of security deposit) shall be refunded within 60 days of the completion of the work. (The date of completion of the work will be certified by GM (E&T), CIL or his authorized representative)

Retention Money (2nd part of security deposit) shall be refunded within 150 days of the completion of the work. (The date of completion of the work will be certified by GM (E&T), CIL or his authorized representative).

31. Closure of Contract: The closure of contract shall be done within a period of 150 days after completion of the work.

32. Settlement of Disputes with M/s RailTel:

It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the department, effort shall be made first to settle the disputes at the company level.

The contractor should make request in writing to the Engineer-in-charge for settlement of such disputes/ claims within 30 (thirty) days of arising of the cause of dispute/ claim failing which no disputes/ claims of the contractor shall be entertained by the company. Effort shall be made to resolve the dispute in two stages:

In first stage dispute shall be referred to GM (E&T), CIL. If difference still persist the dispute shall be referred to a committee constituted by Chairman, CIL. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee. If differences still persist, then matter shall be resolved through conciliation.

Conciliation:

The party initiating conciliation shall send a written invitation to the other party to conciliate and proceedings shall commence when the other party accepts the initiations to conciliation. The parties may agree on the name of a sole conciliator or each party may appoint one conciliator. The conciliation shall assist the parties to reach an amicable settlement of their dispute. When the parties sign the settlement agreement, it shall be final and binding on the parties. The conciliator shall authenticate the settlement agreement and furnish a copy thereof to each party.

If differences still persist, the settlement of the dispute shall be resolved in the following manner:

Disputes or differences relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprise (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Department), shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 05/003/2019-FTS-10937 dated 14th December 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

In case of parties other than above Agencies, the redressal of the dispute may be sought through Arbitration (THE ARBITRATION AND CONCILIATION ACT, 1996 as amended by AMENDMENT ACT of 2015).

33. Settlements of Disputes through Arbitration:

Normally, there should not be any scope of dispute between the employer (department) and the contractor after entering into a mutually agreed valid contract. However, due to various unforeseen reasons, disputes may arise during the progress of the contract between the employer (department) and the contractor.

Therefore, the conditions governing the contract shall contain suitable provision for settlement of such disputes / differences binding on both the parties.

Mode of settlement of such disputes/differences shall be through Arbitration. However, when a dispute/difference arises, then, depending on the position of the case, either the employer (department) or the contractor shall give notice to the other party of its intention to commence arbitration. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2015.

Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued.

Applicable Law: The contracts shall be interpreted in accordance with the laws of the Union of India.

Legal Advice: While processing a case for arbitration, the purchase organization is to take legal advice, at appropriate stages from competent authorities viz their Legal Department.

Following clause shall be included in the General Conditions of the Contract (GCC):

Sole Arbitration Clause:

In the event of any question, dispute or difference arising under these terms & conditions or any condition contained in this contract or interpretation of the terms of, or in connection with this Contract (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of a person, appointed to be the arbitrator by the Chairman, CIL (as the case may be). The award of the arbitrator shall be final and binding on the parties of this Contract.

In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his/her award being set aside by the court for any reason, it shall be lawful for the Chairman, CIL (as the case may be) to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

It is further a term of this contract that no person other than the person appointed by the Chairman, CIL (as the case may be) as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.

Subject as aforesaid, Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2015, and the rules thereunder and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

The venue of arbitration shall be the place from which the contract is issued or such other place as the Chairman, CIL (as the case may be) at his discretion may determine.

In cases where CIL has challenged an arbitral award and as a result, the amount of the arbitral award has not been paid, 75% of the arbitral award (which may include interest up to date of the award) shall be paid by CIL to the contractor/ concessionaire against a Bank Guarantee (BG). The BG shall only be for the said 75% of the arbitral award as above and not for the interest which may become payable to CIL should the subsequent court order require refund of the said amount.

The payment may be made into a designated Escrow Account with the stipulation that the proceeds will be used first, for payment of lenders' dues, second, for completion of the project and then for completion of other projects of CIL as mutually agreed/ decided. Any balance remaining in the escrow account subsequent to settlement of lenders' dues and completion of projects of CIL may be allowed to be used by the contractor/ concessionaire with the prior approval of the lead banker and CIL. If otherwise eligible and subject to contractual provisions, retention money and other amounts withheld may also be released against BG.

The only circumstances in which such payment need not be made is where the contractor declines, or is unable, to provide the requisite bank guarantee and/or fails to open an escrow account as required. Persons responsible for not adhering to are liable to be held personally accountable for the additional interest arising, in the event of the final court order going against the procuring entity.

Arbitration /court awards should be critically reviewed. In cases where there is a decision against CIL the decision to appeal should not be taken in a routine manner, but only when the case genuinely merits going for the appeal and there are high chances of winning in the court/ higher court. There is a perception that such appeals etc. are sometimes resorted to postpone the problem and defer personal accountability. Casual appealing in arbitration / court cases has resulted in payment of heavy damages / compensation / additional interest cost, thereby causing more harm to the exchequer, in addition to tarnishing the image of the Government.

Legal department of CIL should monitor the success rate of appealing against arbitration awards. There should be a clear delegation to empower officials to accept arbitration / court orders. A special board / committee may be set up by legal department of CIL to review the case before an appeal is filed against an order. Arbitration /court awards should not be routinely appealed without due application of mind on all facts and circumstances including realistic probability of success. The board / committee or other authority deciding on the matter shall clarify that it has considered both legal merits and the practical chances of success and after considering the cost of, and rising through, litigation / appeal / further litigation as the case may be, it is satisfied that such litigation / appeal /further litigation cost is likely to be financially beneficial compared to accepting the arbitration / court award.

34. Suspension of service/supply:

The Company shall have power to suspend the progress of the work any part thereof and GM (E&T), CIL may direct the Contractor in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the Contractor, or for proper execution of the work for reasons other than any default on the part of the Contractor, or on ground of safety of the work or part thereof. In the event of suspension for reason other than any default on the part of the Contractor, extension of time shall be allowed by the Company equal to the period of such suspension.

35. Foreclosure of contract:

If at any time after acceptance of the offer the company decides to abandon or reduce the scope of service/supply for any reason whatsoever the company, through General Manager (E&T), CIL shall give notice in writing to that effect to the agency and agency shall act accordingly in the matter. In the event of abandonment, the agency shall have no claim to any payment of compensation or otherwise whatsoever, other than those mentioned below: -

- a) To pay reasonable amount assessed and certified by General Manager (E&T), CIL of the expenditure incurred, if any, by the agency on preliminary works at site.
- b) To pay for the materials brought to site or to be delivered at site, which the agency is legally liable to pay, for the purpose of consumption in works carried out or were to be carried out but for the foreclosure, including the cost of purchase and transportation and cost of delivery of such materials. The materials to be taken over by the company should be in good condition and the company may allow at its discretion the agency to retain the materials in full or in part if so desired by him and to be transported by the agency from site to his place at his own cost with due permission of the General Manager (E&T), CIL.
- c) To take back the materials issued by the company but remaining unused, if any, in the work on the date of abandonment/reduction in the work, at the original issue price less allowance for any deterioration or damage caused while in custody of the agency.

The agency shall, if required by GM (E&T), CIL furnish to him the books of accounts, papers, and relevant documents as may be necessary to enable GM (E&T), CIL to assess the amount payable. The agency shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of the work, other than those as specified above.

36. Price Fall Clause:-

It will be a condition of the contract that all through the currency of the prices, at which rentals for the services is charged, shall not exceed the lowest price charged by the vendor to any other agency. In the event of prices going down, vendor shall promptly pass on such information to enable the company to amend the order rate.

37. Notification Of Award And Signing Of Agreement:

37.1 Upon acceptance of the offer of M/s RailTel, M/s RailTel shall be communicated by the CIL

This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works by M/s RailTel as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price").

37.2 The notification of award (LOA/Work Order) will constitute the formation of the Contract. The works should be completed as per period specified in the RFP from the Date of Commencement as defined in Clause 19 of Scope of Work.

37.3 The Agreement will incorporate all agreements between the CIL and M/s RailTel, work programme etc. within 30 (thirty) days following the notification of award along with the letter of Acceptance and / or Work Order issued by department. In case of failure to enter in to agreement within specified period or extended period on the written request of M/s RailTel, if any, the department will take action as along with forfeiture of PBG. No payment for the work shall be made before execution of this agreement.

37.4 M/s RailTel shall enter into and execute contract agreement in the prescribed form (annexure- III) on non-judicial stamp paper in accordance with the relevant law of the State/Union of India. The cost of the stamp papers for the contract agreement shall be borne by M/s RailTel. Two sets of contract document/agreements shall be prepared and signed by both the parties one of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy and one additional copy will be supplied to the RailTel free of cost and the original is to be retained by the company. For any additional copy, additional cost to be charged.

All additional copies should be certified by the GM (E&T), CIL.

M/s RailTel shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by GM (E&T), CIL or his representatives or any other officials authorized by the company for the purpose. The contract document shall not be used by the contractor for any purpose other than this contract and M/s RailTel shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

38. Non- Disclosure Agreement: M/s RailTel shall require to sign Non- Disclosure Agreement as per the format given in document as Annexure-IV before entering in to contract with CIL.

39. Preference to Make in India:

M/s RailTel at the time of offer submission of offer or solicitation shall provide self-certification in Form-1 specifying that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made:

BANK GUARANTEE FOR PERFORMANCE SECURITY

To

.....

Re: Bank Guarantee in respect of Contract No.....Dated.....
 Between.....(Name of the Company) and..... (Name of the Contractor)

WHEREAS

..... (Name and address of the Contractor) (herein after called "the Contractor") has entered into a contract made as per letter of acceptance..... dated. (herein after called the said contract) with (name of the Company) (herein after called "the Company") to execute (name of the contract and brief description of work) on the terms and conditions contained in the said Contract.

It has been agreed that the Contractor shall furnish a Performance Security in the shape of Bank Guarantee from a Scheduled Bank for a sum of Rs as security for due compliance and performance of the terms and conditions of the said Contract.

We..... (name of the Bank) having its Branch/Office at.....have, at the request of the Contractor, agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, we the..... Bank (herein after called The Bank) hereby, unconditionally and irrevocably, guarantee and affirm as follows:

The Bank do hereby irrevocably guarantee and unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and conditions of the said Contract or shall commit any breach of its obligation thereunder, the Bank shall on its mere first written demand, and without any objection, demur and without any reference to the Contractor, pay to the Company the said sum of or such portion as shall then remain due with interest without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the sum, or failing on the Company to compel such payment by the Contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the Company and as regards the amount payable by the Bank under this Guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the Company and the Contractor regarding the claim.

The Bank further agree that the Guarantee shall come into force from the date hereof and shall remain in force and effect till the period that will be taken for the performance of the said Contract which is likely to be day of..... but if the period of Contract is extended either pursuant to the provisions in the said Contract or by mutual agreement between the Contractor and the Company, the Bank shall renew the period of the Bank Guarantee failing which it shall pay to the Company the said sum of or such lesser amount of the said sum of as may be due to the Company and as the Company may demand.

This Guarantee shall remain in force until the dues of the Company in respect of the said sum ofand interest are fully satisfied and the Company certifies that the Contract has been fully carried out by the Contractor and discharged the guarantee.

The Bank further agrees with the Company that the Company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the Contractor and to forebear to enforce any of the terms and conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the Company or any indulgence by the Company to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect or relieving or discharging the Guarantor.

The Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the Company the said sum of.....or such lesser sum as may then be deemed to the Company and as the Company may require.

This Bank Guarantee shall also be operative at our Branch located at(detailed address), from whom, confirmation regarding issue of this guarantee or extension/renewal thereof shall be made available on demand.

Any notice by way of request, demand or otherwise hereunder may be sent by post/e-mail/Fax addressed to the bank branch / operative branch, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith.

The details of outstation Bank issuing the Bank Guarantee are as below.

- i) Complete Postal Address with PIN Code-
- ii) Branch Code-
- iii) IFSC Code –
- iv) SWIFT –
- v) Telephone No. –
- vi) Fax No. –
- vii) Email ID –

The details of Local Operating Branch of the Bank issued the Bank Guarantee are as below.

- i) Complete Postal Address with PIN Code-
- ii) Branch Code-
- iii) IFSC Code –
- iv) SWIFT –
- v) Telephone No. –
- vi) Fax No. –
- viii) Email ID –

Whenever there is change in postal address and/or other details of this branch issued the guarantee and/or the operative branch, we (the issuing bank) will ensure to intimate respective Area, being the beneficiary, of such changed address, telephone number, fax number and e-mail ID.

Notwithstanding anything contained herein the liability of the Bank under this Guarantee is restricted to Rs..... The guarantee shall remain in force till the day*.....of

.....*..... and unless the guarantee is renewed or claim is preferred against the Bank on or before the said date all rights of the Company under this guarantee shall cease and the Bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding Clause.

* The date of guarantee shall cover a period of minimum one year or 90 days beyond the date of completion whichever is more. However, if the contract period is for more than 03 years, then period of validity of the BG should be for at least 03 years with a provision that timely action for extension of the BG should be undertaken at least 03 months before the end of validity.

The subsequent extension shall be for a period of "one year" or "ninety days beyond the period of contract/extended period of contract" if balance period is less than 3 years, else the process will repeat as above.

Not less than 30 (thirty) days prior to expiry of a Performance Security, the Contractor shall furnish an extended, renewed or replacement Performance Security to the Authority, failing which the Authority shall be entitled to, after giving 5 (five) days' notice to the Contractor, draw down the full remaining value of the Performance Security, and hold the amount as security for performance of the Contractor's obligations under this Agreement.

The BG shall be encashed at least 07 days (excluding date of intimation and bank holiday) prior to expiry of BG.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

The Bank has under its constitution power to give this Guarantee and Sri..... who has signed it on behalf of the Bank has authority to do so.

Signed and sealed this..... day of.....at.....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code number)

(Address)

"The Bank Guarantee as referred above shall be operative at our branch at..... payable at..... (NIT shall specify town/city of the operative Branch. Bank Guarantee shall specify name of the branch with address of the specified town/city)

Note: The department shall ensure extension of guarantee period in case of extension of time.

BANK GUARANTEE FOR RELEASE OF RETENTION MONEY/BID SECURITY DEDUCTED @3% FROM RUNNING BILL

IN LIEU OF RECEIVING PAYMENT AGAINST THE SECURITY DEPOSIT ACCRUED ANNUALLY BY PAYING THE RUNNING BILL AT 97%, i.e. THE RETENTION MONEY DEDUCTED @ 3% FROM RUNNING BILL

To

.....

.....

Re: Bank guarantee in respect of contract No.....

Dated..... between (Name of the)

And..... (Name of the contractor)

WHEREAS

.....(Name and address of the Contractor) (herein after called "the Contractor") has entered into a contract dated.....(herein after called the said contract) with.....(name of the Company) (hereinafter called "the Company") to execute..... (name of the contract and brief description of work) on the terms and conditions contained in the said contract.

It has been agreed that the Contractor shall furnish a Bank Guarantee from a Schedule bank for a sum of Rs.....as security for release of equivalent amount of Retention Money/Bid Security as per terms and conditions of the said contract.

We..... (name of the Bank) having its branch/Office at.....have, at the request of the Contractor, agreed to furnish this bank Guarantee by way of Bid Security.

NOW, THEREFORE, we the... .. Bank (herein after called The Bank) hereby, unconditionally and irrevocably, guarantees and affirms as follows:

The Bank do hereby irrevocably guarantees and unconditionally agree with the Company that if the contractor shall in any way fail to observe or perform the terms and conditions of the said contract or shall commit any breach of its obligation thereunder, the Bank shall on its mere first written demand, and without any objection, demur and without any reference to the contractor, pay to the company the said sum of

..... or such portion as shall then remain due with interest without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the sum, or failing on the company to compel such payment by the contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the Company and as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the Company and the Contractor regarding the claim.

The Bank further agree that the Guarantee shall come into force from the date hereof and shall remain in force and effect till the period that will be taken for the performance of the said Contract which is likely to be day of..... but if the period of Contract is extended either pursuant to the provisions in the said Contract or by mutual agreement between the contractor and the company, the Bank shall renew the period of the Bank Guarantee failing which it shall pay to the company the said sum of Rs..... or such lesser amount of the said sum of Rs..... as may be due to the company and as the company may demand.

This Guarantee shall remain in force until the dues of the company in respect of the said sum of Rs..... and interest are fully satisfied and the Company certifies that the Contract has been fully carried out by the Contractor and he has discharged the guarantee.

The Bank further agrees with the company that the company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forebear to enforce any of the terms & conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the company or any indulgence by the Company to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Guarantor.

The Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above the Bank shall pay to the company the said sum of Rs..... or such lesser sum as may then be deemed to the Company and as the Company may require.

Notwithstanding anything contained herein the liability of the Bank under this Guarantee is restricted to Rs..... The Guarantee shall remain in force till the day*..... of*..... and unless the Guarantee is renewed or claim is preferred against the Bank on or before the said date all rights of the Company under this Guarantee shall cease and the Bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding Clause.

* The date of guarantee shall cover a period of minimum one year or 150 days beyond the date of completion whichever is more.

Any notice by way of request, demand or otherwise hereunder maybe sent by post/e-mail/Fax addressed to the bank branch/operative branch, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith.

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

The Bank has under it its constitution power to give this guarantee and Shri..... who has signed it on behalf of the Bank has authority to do so.

Signed and sealed this.....day of.....at.....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)
(Name)
(Designation)
(Code number)
(address)

"The Bank Guarantee as referred above shall be operative at our branch at..... Payable at.....

NOTE:-The department shall ensure extension of guarantee period in case of extension of time.

PROFORMA FOR EXECUTION OF CONTRACT STAMP PAPER

(of appropriate value as per Stamp Act)

This agreement is made on day of between (Name of Company) having its registered office at.....(hereinafter called the 'COMPANY' which expression shall, unless repugnant to the subject or context, include its successors and assignees) of the one part and (Name of the Contractor) carrying on business as a (partnership/ proprietorship/ Ltd. Co. etc.) firm under the name and style(here in after called the 'said Contractor' which expression shall, unless the context requires otherwise include them and their respective heirs, executors, administrators and legal representatives) of the other part.

Whereas the Company invited offer for the work of "....." and whereas the said Contractor/ Firm submitted tender for the said work and deposited a sum of Rs.... as Earnest Money and whereas the tender of the said contract has been accepted by the Company for execution of the said work.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1) In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinafter referred to.
- 2) The following documents, which are annexed to this agreement, should be deemed to form and be read and construed as part of this agreement viz.
 - i) Bid document (pg no)
 - ii) Terms and condition of RFP.
 - iii)) The probable Quantities and Amount (Page ... to ...)
 - iv)) Negotiation letters (if any)–
 - iv)) Letter of Acceptance/Work Order (Page .. to ..)
- 3) In consideration for the payment of the sum of Rs.....(W/O Value; both in words and figures) or such other sum as may be arrived at under the clause of the specification relating to Payment by items measurements at unit prices by the Company, the said Contractor shall, subject to the terms & condition contained herein execute and complete the work as described and to the extent of probable quantities as indicated in Schedule B with such variations by way of alteration, addition to or reduction from the said works.
- 4) The company has received a sum of Rs. towards Performance Security Deposit (1st part of Security Deposit) in the form of Demand Draft / Certified Cheque/ B.G./ other form (details to be furnished) .
- 5) The said contractor hereby covenants with the company that the company shall deduct at 3% of R/A Bills as Retention Money (2ndpart of security deposit) as per the terms & condition of the tender/ contract.

IN WITNESS WHEREOF THE parties herein have set their hands and seals the date and year above written.

1 Partner.

Signature

2 Partner

Signature

On behalf of M/S.....

M/s RailTel, as one of the constituted attorney,

In the presence of –

1. Name

Signature

Address :

Occupation :

Signed by Srion behalf of

Signature

(Name of Company) in presence of:

a) Name :

Signature

b) Address:

Non-Disclosure Agreement

This Agreement made on this- _____ day of- _____ (the effective Date)

BETWEEN:

(1) Coal India Limited, New Town, Rajarhat, Kolkata-700156

AND

(2)- _____

(hereinafter referred to, individually, as the "Party" and collectively, as the "Parties")

Background:

i) The Parties are, or will be, evaluating, discussing and negotiating a potential contractual relationship _____ concerning _____ the 'Project').

ii) The Parties may, in these evaluations, discussions and negotiations, disclose to each other information that is technically and /or commercially confidential.

iii) The Parties have agreed that disclosure and use of such technical and/or commercial confidential information shall be made and on the terms and conditions of this Agreement.

Now it is agreed as follows:**1.1 Definitions:**

In this Agreement the following terms shall, unless the context otherwise requires, have the following meanings:

1.2 'Disclosing Party' means the Party disclosing Confidential Information to the other Party under this Agreement.

1.3 'Receiving Party' means the Party receiving Confidential Information from the other Party under this Agreement.

1.4 'Confidential Information' means any information, which shall include but is not limited to, design, fabrication & assembly drawings, know-how, processes, product specifications, raw materials, trade secrets, market opportunities, or business or financial affairs of the Parties or their customers, product samples, inventions, concepts and any other technical and/or commercial information, disclosed directly or indirectly and in any form whatsoever (including, but not limited to, disclosure made in writing, oral or in the form of samples, models, computer programs, drawings or other instruments) furnished by the Disclosing Party to the Receiving Party under this Agreement.

1.4.1 Such Confidential Information shall also include but shall not be limited to:

1.4.1.1 information disclosed by the Disclosing Party in writing marked as confidential at the time of disclosure;

1.4.1.2 information disclosed by the Disclosing Party orally which is slated to be confidential at the time of disclosure;

1.4.1.3 information disclosed in any other manner is designated in writing as Confidential Information at the time of disclosure; or

1.4.1.4 notwithstanding sub-clauses 1.3.1.1, 1.3.1.2 and 1.3.1.3 of this definition, any information whose nature makes it obvious that it is confidential.

1.4.2 Such Confidential Information shall not include any information which: 1.3.2.1 is, at the time of disclosure, publicly known; or

1.3.2.2 becomes at a later date, publicly available otherwise than a wrongful act or negligence or breach of this Agreement of or by the Receiving Party; or

1.3.2.3 the Receiving Party can demonstrate by its written records that such information was in its possession, or known to the Receiving Party, before receipt under this Agreement, and which was not previously acquired under an obligation of confidentiality; or

1.3.2.4 is legitimately obtained at any time by the Receiving Party from a third party without restrictions in respect of disclosure or use; or

1.3.2.5 the Receiving Party can demonstrate to the satisfaction of the Disclosing Party, has been developed independently of its obligations under this Agreement and without access to the Confidential Information.

1.4 'Purpose' means the evaluations, discussions, negotiations and execution regarding a contractual relationship between the Parties in respect of the Project defined in paragraph (i) of the Background section.

1.5 'Affiliate' means any legal entity which, at the time of disclosure to it of any Confidential Information, is directly or indirectly controlling, controlled by or under common control with any of the Parties. 1.6 'Contemplated Agreement' means any future legally binding Agreement between the Parties in respect of the Project envisaged under this Agreement.

2.1 Non-Disclosure of Confidential Information:

2.2 In consideration of the disclosure of Confidential Information by the Disclosing Party to the Receiving Party, solely for the Purpose, the Receiving Party undertakes whether by itself, its successors and heirs, not to disclose Confidential Information to any third party, unless in accordance with Clause 4.

2.3 In addition to the undertaking in Clause 2.1, the Receiving Party shall be liable for:

2.3.1 any loss, theft or other inadvertent disclosure of Confidential Information, and

2.3.2 any unauthorized disclosure of Confidential Information by persons (including, but not limited to, present and former employees) or entities to whom the Receiving Party under this Agreement has the right to disclose Confidential Information, except where, the Receiving Party has used the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential Information of like importance and in no event less than a reasonable degree of care; and upon becoming aware of such inadvertent or unauthorized disclosure the Receiving Party has promptly notified the Disclosing Party thereof and taken all reasonable measures to mitigate the effects of such disclosure and to prevent further disclosure.

2.4 The Receiving Party understands and agrees that:

2.4.1 any information known only to a few people to whom it might be of commercial interest and not generally known to the public is not public knowledge;

2.4.2 a combination of two or more parts of the Confidential Information is not public knowledge merely because each part is separately available to the public.

2.5 The Receiving Party acknowledges the technical, commercial and strategic value of the Confidential Information to the Disclosing Party and understands that unauthorized disclosure of such Confidential Information will be injurious to the Disclosing Party.

3.0 Use of Confidential Information: The Receiving Party is entitled to use the Confidential Information but only for the Purpose.

4.1 Permitted Disclosure of Confidential Information:

4.2 The Receiving Party may disclose Confidential Information to any of its Affiliates and employees, in which event the Affiliate and employee shall be entitled to use the Confidential Information but only to the same extent the Receiving Party is permitted to do so under this Agreement. The Receiving Party agrees that such Affiliates or employees are subject to confidentiality obligations no less restrictive than those of this Agreement.

4.3 The Receiving Party shall limit the dissemination of Confidential Information to its Affiliates and employees having a need to receive such information to carry out the Purpose.

4.4 The Receiving Party may disclose Confidential Information to its consultants, contractors, sub-contractors, agents or similar persons and entities having a need to receive such information to carry out the Purpose on the prior written consent of the Disclosing Party. In the event that the Disclosing Party gives such consents, the Receiving Party agrees that such individuals are subject to confidentiality obligations no less restrictive than those of this Agreement.

4.5 Notwithstanding Clause 2.1, the Receiving Party shall not be prevented from disclosing Confidential Information, where (i) such disclosure is in response to a valid order of a court or any other governmental body having jurisdiction over this Agreement or (ii) such disclosure is otherwise required by law, provided that the Receiving Party, to the extent possible, has first given prior written notice to the Disclosing Party and made reasonable efforts to protect the Confidential Information in connection with such disclosure.

5.1 Copying and Return of Furnished Instruments:

5.2 The Receiving Party shall not be entitled to copy samples, models, computer programs, drawings, documents or other instruments furnished by the Disclosing Party hereunder and containing Confidential Information, unless and to the extent it is necessary for the Purpose.

5.3 All samples, models, computer programs, drawings, documents and other instruments furnished hereunder and containing Confidential Information shall remain the Disclosing Party's property.

5.4 At any time upon request from the Disclosing Party or upon the conclusion of the Purpose or expiry of this Agreement, the Receiving Party, at its own cost, will return or procure the return, promptly and in any event within 14 days of receipt of such request, of each and every copy of Confidential Information given by the Disclosing Party, and satisfy the Disclosing Party that it no longer holds any further Confidential Information.

6.0 Non-Disclosure of Negotiations: Except as provided in Clause 4, each Party agrees that it will not, without the other Party's prior written approval, disclose to any third party the fact that the Parties are discussing the Project. The Parties acknowledge that the provisions of this Agreement shall apply in respect of the content of any such discussions. The undertaking set forth in the Clause 7 shall survive the termination of this Agreement.

7.1 Term and Termination:

7.2 This Agreement shall become effective on the Effective Date. The provisions of this Agreement shall however apply retroactively to any Confidential Information, which may have been disclosed in connection with discussions and negotiations regarding the Project prior to the Effective Date.

7.3 This Agreement shall remain in force for five (5) years from the Effective Date, except to the extent this Agreement is superseded by stipulations of the Contemplated Agreement.

7.4 The rights and obligations of each Party with respect to all Confidential Information of the other Party that is received under this Agreement shall remain in effect for a period of five (5) years from the date of disclosure of Confidential Information.

8.0 Intellectual Property Rights: All Confidential Information disclosed herein shall remain the sole property of the Disclosing Party and the Receiving Party shall obtain no right thereto of any kind by reason of this Agreement.

9.0 Future Agreements: Nothing in this Agreement shall obligate either Party to enter into any further Agreements.

10.0 Amendments: Any amendment to this Agreement shall be agreed in writing by both Parties and shall refer to this Agreement.

11.0 Severance: If any term or provision in this Agreement is held to be either illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement, but the validity and enforceability of the remainder of this Agreement shall not be affected.

12.0 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of India and in any dispute arising out of or relating to this agreement, the Parties submit to the exclusive jurisdiction of the Courts situated at Kolkata, India.

13.1 General:

13.2 Upon 45 days written notice, the Disclosing Party may audit the use of the programs, materials, marketing materials, services, and such additional disclosed resources. The Receiving Party agrees to co-operate with the Disclosing Party's audit and to provide reasonable assistance and access to information.

13.3 The Disclosing Party shall not have any liability to the Receiving Party for any claims made by third parties arising out of their use of the Disclosing Party's trademarks (including "Logo") or marketing materials. The Receiving Party agrees to indemnify the Disclosing Party for any loss, liability, damages, cost or expense (including attorney's fees) arising out of any claims, which may be made against the Disclosing Party arising out of their use of the Logo or marketing materials where such claim relates to their activities, products or services. Notwithstanding above, the Receiving Party shall have no obligation to indemnify the Disclosing Party with respect to a claim of trademark or copyright infringement based upon their use of the Logo or marketing materials, as expressly permitted under this Agreement.

13.4 The Receiving Party shall disclose of any similar agreements explicit or otherwise, for similar purpose/application with in its own organization, or any other third party.

13.5 In the event of a breach or threatened breach by the Receiving Party of any provisions of this Agreement, the Disclosing Party, in addition to and not in limitation of any other rights, remedies or damages available to the Disclosing Party at law or in equity, shall be entitled to a temporary restraining order / preliminary injunction in order to prevent or to restrain any such breach by the Receiving Party, or by any or all persons directly or indirectly acting for, on behalf of, or with the Receiving Party.

IN WITNESS WHEREOF, this Agreement was duly executed on behalf of the Parties on the day and year first above written.

For and on behalf of

Coal India Limited

Sign:-----

Name:

Title:

For and on behalf of

(Company Name)

Sign:-----

Name:

Title:

Format for Self-Certification regarding Local Content (LC) for Telecom Product, Services or Works

Date:

_____, S/o, D/o, W/o _____, Resident of

_____ do hereby solemnly affirm and declare as under:

That I agree to abide by the terms and conditions of Department of Telecommunications, Government of India issued vide Notification No:..... dated.....

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the Department of Telecommunications, Government of India for the purpose of assessing the LC.

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

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

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

- i. Name and details of the Local supplier (Registered Office, Manufacturing unit location, nature of legal entity).
- ii. Date on which this certificate is issued.
- iii. Telecom Product/Services/Works for which the certificate is produced.
- iv. Procuring agency to whom the certificate is furnished.
- v. Percentage of LC claimed.
- vi. Name and contact details of the unit of the manufacturer.
- vii. Sale Price of the product.
- viii. Ex-Factory Price of the product.
- ix. Freight, insurance and handling.
- x. Total Bill of Material
- xi. List and total cost value of inputs used for manufacture of the Telecom Product/Services/Works.
- xii. List and total cost of inputs which are locally sourced. Please attach LC certificates from local suppliers, if the input is not in-house.
- xiii. List and cost of inputs which are imported, directly or indirectly

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

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

TECHNICAL SPECIFICATION

Managed L2 Switches: Qty. - 60 Sets

Make & Model No.: Should be mentioned by M/s RailTel

The offered switch shall comply with the latest TEC GR/IR in compliance to DoT notification dated 29.08.2018 (As applicable) with latest amendments if any.

For compliance of GR/IR or any national standard, certification from Indian bodies i.e. TEC/TSEC, STQC, BIS or any accredited lab shall require to be submitted by M/s RailTel along with the offer for the offered switch/product or any product from the offered product family/product series.

Technical specifications for the above Managed L2 switches are mentioned below:

- The switch shall have minimum 24 nos.10/100/1000BaseT copper ports with PoE+ and minimum 04 numbers 10G uplinks fibre ports.
- The switch should be populated with minimum 4 nos.10G uplink fibre ports with 2 x 10G SR (MMF) and 2 x 10G LR (SMF) optics (Transceivers) for minimum distance of 1 KM from day 1.
- The switch should support minimum 740 W POE budget.
- The switch should support Static Routing.
- The switch should be 19" Rack Mountable with all mounting accessories.
- IPv6 compliance: The switch should be IPv6 ready (Dual Stack) from day one and either TEC certified or IPv6 logo certified.
- To ease in interoperability, all offered L2 Managed Switches should be from same Make and Model.

Note: All the offered L2 Switches should be compatible with offered L3 (Core Switches) including NMS. It shall be the responsibility of M/s RailTel for seamless integration of the all the offered items.

NMS with required hardware: Qty. 01 Set.

Make & Model No.: Should be mentioned by M/s RailTel	
The offered NMS should be confirming to TEC/GR/IT/NMS-003/01/NOV 2015 (As applicable) with latest amendments if any.	
1	<ul style="list-style-type: none">• The NMS should be complete solution including hardware, software and necessary licenses to manage all the Switches supplied under the scope of this contract.• The NMS shall be able to monitor and configure offered switches.• The NMS should have smart, comprehensive, and automated network management solution.
2	The software shall enable centralized management of proposed network elements with a variety of automated tasks, including discovery, categorization, baseline configurations, software images, configuration comparison tools, version tracking, change alerts.
3	Shall provide performance management including CPU utilization, Memory utilization, Bandwidth utilization, statistics, threshold-based alarming etc.
4	The NMS should be able to generate Alarm for monitoring.
5	NMS should provide network administrators a single solution for provisioning, monitoring, optimizing, and troubleshooting for supplied switches.
6	Minimum 1 no. of Rack Server/Equipment (19" Rack Mountable) of suitable capacity along with OS/software, licenses/subscription should be supplied by M/s RailTel to meet NMS requirement.
Note: The offered NMS should be compatible with offered L3 Switches (Core Switches) and L2 switches. It shall be the responsibility of M/s RailTel for seamless integration of the all the offered items.	

Price format: M/s RailTel shall require to quote their offer in following format:

Table 1.

Sl. No	Item Description	Qty.	CAMC /Rental Per Month per unit	CAMC/Rental for total no. of units per month	CAMC/Rental for total No. of units for entire contract period of 05 years (Without GST)	GST %	CAMC/Rental for total no. of units for entire contract period of 05 years (with GST)
	A	B	C	D	E	F	G
				(B*C)	D*60 (except installation charges for sr. no. 5)		E+ (E*F %)
1	CAMC of L3 Core switches	02 sets					
2	L2 managed switches	60 sets					
3	Supply, Installation, Testing, Commissioning and Integration of NMS along with all the required Hardware/Server, licenses/ software.	01set					
4	Deployment of Onsite technical Manpower – (during CIL's working hours) for 06 days in a week and as & when required.	One (01)					
5	Installation charges (OTC) if any (Maximum limit to rental for 3 months)	1.00					
Value 1 (Sum of column G)							

* Note: - Installation Charges (OTC) at Sl. No 5 (if applicable) are payable only once if opted by M/s RailTel.

Table 2.

Table 2 –Mandatory Buyback of old switches					
Sl. No.	Item Description	Qty.	Minimum Reserve price of CIL per unit	Rate to be offered By M/s RailTel per Unit*	Total amount
	A	B	C	D	E
					D*B
1.	L2 switches	57	1,10,34.00		
Value 2 (Sum of Column E)					

*Note: - Rate of offered by M/s RailTel for buy back of old L2 switches should be greater than or equal to Minimum reserve price. GST will be charged as applicable on the day of Buyback.