

RailTel's Bid Specific Additional Terms & Conditions

Information to Bidder for the “Empanelment of Consultant for Business Responsibility and Sustainability Reporting (BRSR) of RailTel as per SEBI’s guidelines for FY 2025-26 and FY 2026-27”

Ref: *GEM/2025/B/6199169*

Dated- 06/05/2025

The item/items in this bid should be quoted as per the Scope of Work.

TReDS available	feature	Yes, RailTel is registered with all four TReDS aggregator's as follows:	
		Aggregator	Buyer registration number of RailTel
		a) Receivables Exchange of India Limited (RXIL) b) Mynd Solutions (M1xchange) c) TReDS Ltd (Invoicemart) d) C2FO Factoring Solutions Private Limited (C2FO)	a) RA0058417 b) BUYER00001496 c) 1000036451 d) B1020240023

1. Invitation of Bids

RailTel Corporation of India Limited, a Navratna CPSE under Ministry of Railways, intends to receive bids for **“Empanelment of the selected consultant for Business Responsibility and Sustainability Reporting (BRSR) as per SEBI’s guidelines for FY 2025-26 and 2026-27”** and invites online bids from bidders which may be a Company, LLP, Partnership Firm or any other duly incorporated and registered entity other than individuals/JVs. It is hereby clarified that the work undertaken by any consortium/sub-Bidder of the Bidder shall not be considered as works undertaken by the Bidder. Further, the Bid shall be prepared and submitted in accordance with the specifications and requirements as outlined in this document only.

2. Single Stage Two-Part Bidding

- a) The bidders are required to submit soft copies of their bids electronically on the GEM Portal, using valid Digital Signature Certificates.

- b) All these documents shall be signed as per the requirement of GeM portal.
- c) TECHNICAL & FINANCIAL BIDS ARE TO BE SUBMITTED THROUGH ONLINE MODE ONLY failing which the entire Bid shall be summarily rejected.

3. Submission of Bids (ONLINE ONLY)

a) Technical Bid

Technical Bid has to be submitted in ONLINE MODE ONLY through GeM Portal. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the authorized signatory. The Bid shall comprise the following mandatorily:

- i) Bid Form along with all other forms/documents as per the prescribed Proforma (Annexure-VI).
- ii) Documentary evidence as required in Clause 7 “Minimum Eligibility Criteria” in support the minimum eligibility requirement.
- iii) The Bidder must digitally sign the original tender document using the authorized Digital Signature Certificate (DSC) on the GeM Portal as an acceptance of the tender terms and conditions. The signed document must be Uploaded along with the tender response. The price should not be quoted in the same.
- iv) If the Bidder includes the financial offer within the Technical Bid, the bid shall be summarily rejected without further consideration. RailTel reserves the right to disqualify such bids at its sole discretion.
- v) Any other technical details/ data sheets / literature etc. required to be submitted by the Bidder, as contained in the RFP.

b) Financial Bid

- i. The financial bid has to be submitted ONLINE ONLY through GeM Portal.
- ii. The financial proposal by the bidders shall be in Indian Rupees only with no escalation provision for any reason whatsoever till the completion of the Assignment.
- iii. This part shall contain only the Financial Bid. It may be noted that the financial bid shall contain only price without any conditions whatsoever or any other information. Any conditions given in this part shall cause the Bid to be rejected.

- iv. The bidder shall quote a single lump-sum fee (excluding applicable taxes) on the GeM portal in Indian Rupees only. The lump-sum fee quoted should be w.r.t. the entire scope of work as mentioned in Annexure I (Scope of Work) of the RFP document.
- v. The Selected Bidder shall prepare the Business Responsibility and Sustainability Reporting (BRSR) Report for FY 2025-26 & 2026-27 as detailed in the scope of work in Annexure I (Scope of Work).
- vi. The total quoted lump-sum fee (excluding applicable taxes) should be inclusive of all out-of-pocket expenses on account of travel and accommodation, communication, workshops, printing, stationery, etc. No expenses on any other account would be paid by RailTel relating to this transaction except the total lumpsum fee quoted by Bidder and accepted by RailTel.
- vii. It may be noted that RailTel will open the financial bids of only those bidders who qualify for the technical evaluation as detailed under Annexure-II
- viii. The financial bids of the technically qualified bidder will be opened at a pre-notified date, time and place as intimated under Tender Notice of the RFP.
- ix. The financial bid should be unconditional.

c) Delivery of Bids

- a) Only one Bid shall be submitted by each Bidder and in case of more than one Bid by a Bidder, all the Bids of that Bidder shall be considered invalid.
- b) No Consortium and or subcontracting allowed. If it is found that work has been subcontracted at any stage, bidder's offer or PO will be terminated.
- c) RailTel shall have the sole discretion to reject any /or all the bids received or annul the entire bid process any time without assigning any reason, until and unless a letter of award is issued to the successful bidder (and the same is duly accepted by the counter party) to perform the instant Assignment.
- d) This Assignment is to be completed in a time bound manner (as intimated by RailTel from time to time for completion of each milestone) from the date of issue of this letter of award and the time may be further extended/ reduced by RailTel.
- e) RailTel shall have the right to terminate this assignment at any time without assigning any reason and in that event payment of fees to

the successful bidder shall be made for the work already done at the sole discretion of RailTel. In case of any dispute, the decision of RailTel shall be final and binding.

- f) In case of any inconsistency, deficiency or deviation between the terms and conditions contained this RFP and the terms and conditions under the GeM portal, the terms and conditions of this RFP, to the extent of such inconsistency shall prevail.

PLEASE NOTE THAT IN CASE BIDS ARE RECEIVED WITH ANY CONDITIONALITY OR IN PHYSICAL FORM AND NOT AS PER AFORESAID TERMS, THE SAME SHALL BE LIABLE FOR REJECTION. RAILTEL RESERVES THE RIGHT TO ACCEPT OR REJECT THE BIDS WITHOUT ASSIGNING ANY REASON THEREOF.

d) Signature on Bids

- a) The Bidder shall complete all the procedures and format of the bid through the GeM portal
- b) The bid must clearly state the name and principal place of business of the Bidder and must be digitally signed by the authorized signatory(ies) using a valid Digital Signature Certificate (DSC) as per the requirements of the GeM Portal. The names of all authorized signatories must also be typed or printed below their respective digital signatures
- c) Bids must be signed by the authorized signatory who shall be the Chairman/ Managing Director, or any other person(s) authorized to bid on behalf of such Company/LLP/Partnership Firm/any other duly incorporated and registered entity, in compliance with the applicable law.
- d) Authorization letter in favour of the person signing on behalf of the bidder as per the requirement in Form-1(A) at Annexure-VII shall be furnished with the bid.
- e) The bidder's name stated on the bid shall be the exact legal name of the company/firm.

e) Deadline for Submission of Bids

Bids must be submitted online through the GeM Portal before the due date and time specified in the Tender Notice.

- a) RailTel may, at its discretion, extend this deadline for the submission of bids by amending the RFP, in which case all rights and obligations of RailTel and bidders subjected to the earlier deadline will thereafter be subject to the deadline as extended without there being any change in terms. For

any amendments in this bid, the information shall be posted on the GeM portal. No separate intimation/notification will be issued. Bidders are advised to visit the GeM portal on regular basis for any amendments, updates, clarifications, etc.

f) Late Bids

Any bid received by RailTel after cut-off date and time (including extensions for submission of bids prescribed by RailTel) will be rejected.

g) PRE-BID CONFERENCE

The pre-bid conference shall be held as per date and time mentioned in tender notice. All clarifications sought will be addressed during the pre-bid meeting.

4. Estimated cost of tender & Earnest Money Deposit:

- 4.1. Earnest Money Deposit (EMD): Rs. 30,000/- with Payment online through RTGS/internet banking as given below:

Account number: 340601010050446

IFSC Code: UBIN0534064

Bank & Branch Name: Union Bank of India, Yusuf Sarai Branch, New Delhi.

Account Holder Name: RailTel Corporation of India Ltd.

- 4.1.1. Eligible Micro and Small enterprise (MSEs) bidders/ Startups are exempted from EMD amount.
- 4.1.2. Small scale units registered with NSIC under single point registration Scheme and participating in this tender enquiry are exempted from depositing Earnest money. These exemptions are applicable provided units are registered with NSIC for tendered item and registration is current and valid. Firms claiming these exemptions are required to submit along with their offer, copy of their current and valid NSIC registration certificate for the tendered item, otherwise their offer would not be considered.
- 4.1.3. Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Startup Recognition Certificate which is to be uploaded while bidding and claiming EMD exemption (to be validated by the RailTel). Bidder to ensure that turnover for any of the financial years has not exceeded beyond limits prescribed in the certificate / Start Up scheme of DPIIT.
- 4.1.4. Sellers/ Service provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial years are exempted from submission of EMD as per GeM GTC with the bid.
- 4.1.5. The bidder seeking EMD exemption, must submit the valid

supporting document for the relevant category. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy. No exemption is, however, applicable to these units from payment of Security deposit / PBF/ Performance Bank Guarantee.

4.1.6. The Bid received without EMD/ documentary proof of exemption of EMD as per above clause will be summarily rejected.

4.1.7. Earnest Money of the unsuccessful bidder will be discharged/returned as promptly as possible. No interest shall be payable on the EMD.

4.2. Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited and holding valid Vendor Assessment or Vendor Assessment Exemption Report / confirmation (Seller to upload VA report / VAE confirmation to be validated by the Buyer) are exempted from submission of EMD as per GeM GTC with the bid.

4.3. The bidder is mandatorily required to submit its TReDS registration number (as provided by any of the **Aggregator tabulated above**) and GRN (Goods/Service Receipt Note) Number (as provided by RailTel on delivery of Goods/Service) while submitting the invoices if requires to avail TReDS facility.

4.4. MSE vendor will bear all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting charges, Interest on financing, or any other charges known by any name shall be borne by MSE vendor.

4.5. MSE vendor hereby agrees to indemnify, hold harmless and keep RailTel and affiliates, Directors, Officers, representative, agents and employees indemnified, from any and all damages, losses claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS platform or from the use of Services from the Buyer's breach of any of the terms and conditions of the Usage terms or of this agreement and any applicable Law on a full indemnity basis.

4.6. RailTel shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damage for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

5. This bid complies with "Public Procurement (preference to make in India) Policy Order,2017 or latest issued by DIPP and Public Procurement Policy for Micro and Small Enterprises (MSEs) order,2012" or latest issued by MoSME." The bidders claiming the preference have to submit relevant documents prescribed under relevant order.

6. Security deposit / PBF/Performance Bank Guarantee:

The successful tenderer shall submit Security deposit / PBF in the

form of DD or irrevocable Bank Guarantee from any scheduled bank for due fulfilment of contract as per the details given below:

- i. Security deposit / PBF/Performance Bank Guarantee @ 5% of total value of Purchase Order. Performance Security is to be furnished by a specified date [generally 30 (thirty) days after notification of the award] and it should remain valid for a period of 90 (ninety) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations **allowing claim period of one year** (in the event of forfeiture of the bank guarantee) on top of the guarantee period. Security deposit / PBG format specified in Annexure-IV.
- ii. Successful tenderer is required to furnish security deposit within 30 days of issue of LOA/PO failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of LOA/PO.
- iii. The Security deposit / PBF/PBG shall be submitted to concerned Regional office/Corporate office.
- iv. 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. The details of RailTel's details for SFMS are as:

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 (ICIC00000007).**
- **Mention the unique reference (RAILTEL6103) in field 7037.**

The security deposit/Performance Bank Guarantee shall be released after successful completion of Contract obligations under the contract, duly adjusting any dues recoverable from the successful tenderer. Payment of Security deposit / PBF in the form of Pay Order/Demand Draft should be made in favor of "RailTel Corporation of India Ltd" payable at concerned Region. This Security deposit / PBG would be released after satisfactory completion of contract.

Note:

1. Any Performance security up to a value of Rs.5 Lakhs is to be submitted through online transfer only.

2. No interest shall be paid on the amount of Performance Security held by RailTel, at any stage.

7. Eligibility Criteria:

Bidder has to meet the following minimum eligibility criteria and provide satisfactory evidence in support, failing which their bid shall be rejected:

S. No.	Requirement	Documents to be provided by the bidder
1	The bidder shall be a Company/ firm registered in India under Companies Act, 2013 or 1956/ Partnership Act, 1932 / Limited Liability Partnership Act, 2008 or any other duly incorporated and registered entity in India.	Certificate of Incorporation/ Registered partnership agreement or Deed
2	The bidder should have positive net-worth in last 3 financial years In case, the bidder is using the credentials of its Holding/Subsidiary Company/Firm (registered in India) for meeting the financial requirement the CA Certificate shall certify accordingly.	CA Certificate with UDIN no
	In case, the bidder is using the credentials of its Holding/Subsidiary Company/Firm (registered in India) for meeting the financial requirement the bidder must provide an Authorization letter from the Holding/Subsidiary Company/Firm (registered in India) for using its credentials.	Authorization letter from the Holding/Subsidiary Company/Firm (registered in India) in enclosed format along Board Resolution of the Holding Company and Power of Attorney of the person signing the authorization letter.
3	The bidder must have a minimum cumulative turnover of at least Rs. 22.5 lakhs from operations in the previous three financial years and current financial year on date of opening of tender. In case, the bidder is using the credentials of its Holding/Subsidiary Company/Firm (registered in India) for meeting the financial requirement the CA Certificate shall certify accordingly.	CA Certificate with UDIN no

	<p>In case, the bidder is using the credentials of its Holding/Subsidiary Company/Firm (registered in India) for meeting the financial requirement the bidder must provide an Authorization letter from the Holding/Subsidiary Company/Firm (registered in India) for using its credentials.</p>	<p>Authorization letter from the Holding/Subsidiary Company/Firm (registered in India) in enclosed format along Board Resolution of the Holding Company and Power of Attorney of the person signing the authorization letter.</p>
4	<p>The team provided by the Bidder for the assignment should comprise of at least 4 (four) identified members with:</p> <ul style="list-style-type: none"> • At least one senior lead member with 10+ years' consulting experience in Railway/Telecom/ Public Listed firms (NSE/BSE listed and incorporated at least five years before the tender opening). • At least 2 experts who have relevant experience of 3 years in the field of BRSR. • At least 1 accredited GHG assessor on panel or employed with the firm 	<p>Resumes & certification on bidder's letterhead</p>
5	<p>The bidder must have completed following BRSR-related assignments (as on 31 March 2025) for a Govt. organization/PSU/reputed TELCO, or NSE/BSE-listed company (₹500 Cr+ turnover, 5+ years old) in the last Seven years:</p> <ul style="list-style-type: none"> • Three similar works each costing not less than the amount of 4.5 Lakhs or • Two similar works each costing not less than the amount of 6 Lakhs or • One similar works costing not less than the amount of 9 Lakhs <p>“For composite contracts, only the components of work specified in the tender documents will be considered when evaluating the technical eligibility of the tenderer”.</p>	<p>Letter of Award and Completion Certificate issued by an authorized person of the organization for whom the assignment was completed.</p>

6	The bidder should not have been blacklisted or debarred by any Central/ State Government/ agency of Central/ State Government/ Public Sector Undertaking/ Regulatory Authority of India at the time of submission of this bid	Self-declaration by Authorized Signatory on its letterhead duly signed, stamped
7	The bidder must have following valid certificates: - a. Permanent Account Number b. GST Registration Number	Self-attested copies of PAN & GST Registration Number

- a) Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:

“The conversion rate of US Dollars//Any other foreign currency into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India for the relevant date. Where relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars/ /Any other foreign currency as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars//Any other foreign currency shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date”.

- b) Further Explanation for related assignments /similar work in above eligibility table:

- In case a contract is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfilment of credentials.
- If a contract is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such contract shall be considered for fulfillment of credentials.

Note:

- i. Tenderers should submit documentary proof in regard to fulfilling the eligibility criteria along with their offer.
- ii. The offers of Tenderers who do not meet the Minimum eligibility criterion as mentioned above shall not be considered.
- iii. The tenderers who fail to submit documentary proof along with their offer will not be considered.

- iv. RailTel Corporation of India Limited reserves the right to accept or reject in part or full any or all the offers without assigning any reason whatsoever. The decision of RailTel in this regard shall be final and binding.
- v. **No Consortium and or subcontracting allowed.**

8. Payment Terms & Conditions

In line with detailed scope of work at Annexure-I, the deliverables are Development of Data Collection, Materiality Assessment Report, Gap Assessment Report, Greenhouse Gas Accounting Report, BRSR Report Preparation for the year 2025-26 & 2026-27, Value Chain Disclosure Preparedness [(a)Template and guidance document for value chain partners providing guidance on populating the requirements as per BRSR Core (b).Capacity building workshops (c) Compile information on disclosures from value chain partners]. The deliverables shall comprise of the following:

Sr. No	Deliverables	Timeline (from the date of signing the contract)
1.	Development of Data Collection Templates	Within 15 days
2.	Materiality Assessment Report	Within 45 days
3.	Gap Assessment Report	Within 60 days
4.	Value Chain Disclosure Preparedness a) Template and guidance document for value chain partners providing guidance on populating the requirements as per BRSR Core b) Capacity building workshops c) Compiled information on disclosures from value chain partners	Within 150 days
4.	Greenhouse Gas Accounting Report	30 days prior to publishing of annual report of RailTel for FY 2025-26 & FY 2026-27
5.	Submission of an assurance-ready BRSR report for 2025-26 and its acceptance by the competent authority at RailTel.	30 days prior to publishing of annual report of RailTel for FY 2025-26
6.	Submission of an assurance-ready BRSR report for 2026-27 and its acceptance by the competent authority at RailTel.	30 days prior to publishing of annual report of RailTel for FY 2026-27

“Any modifications, alterations, or revisions to the final BRSR reports above shall be undertaken by the firm based on the inputs provided by RailTel, prior to obtaining final acceptance from the competent authority”.

The deliverables mentioned under SN-1, 2, 3, and 4 for FY 2025-26 will be reviewed by RailTel at the end of the financial year and shall be resubmitted by the selected firm for FY 2026-27.

8.1. TERMS OF PAYMENT

The Bidder will claim payments from RailTel when due, subject to approval based on work acceptance by the Competent Authority. Payments will be released upon achieving milestones as outlined:

S. No.	Deliverable	Payment Terms (% of lumpsum fee)
1	Upon acceptance of Deliverable Sr Nos. 1,2 & 3	25%
2	Upon acceptance of Deliverables Sr No. 4 and 5 (following reasonable assurance from the Assurance Provider for Sr No. 5)	25%
3	Upon acceptance of Sr No. 6 (after obtaining reasonable assurance from Assurance Provider)	50%

Note: The authority for bill passing shall be the ED/CC at the Corporate Office, and the authority for bill payment shall be the GM/Finance at the Corporate Office.

9. The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified, and all their statement/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as **Annexure-III. Non submission of a notarised affidavit by the bidder shall result in summarily rejection of his/their bid.** And it shall be mandatorily incumbent upon the tenderer to identify state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.

The RailTel (RCIL) reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the RailTel (RCIL), make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the RailTel (RCIL) shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the railway thereunder.

In case of any wrong information submitted by tenderer, the contract shall be terminated. Performance Guarantee (PG) of contract forfeited and agency barred for doing business with RailTel (RCIL).

10. Online Submissions:

The bidder is required to upload and submit the following documents on line before due date & time of bid. The due date & time for closing of the bid as per GeM Bid and the bid will be opened as per GeM Bid.

- i EMD
- ii Clause wise compliance of all clauses of GeM Bid and ATC (Information to bidder) documents.
- iii Financial (Certified copies of audited balance sheets/annual reports of last three preceding financial years) and Technical Eligibility Criteria documents.
- iv Proof of document required against Eligibility criteria
- v Notarized affidavit on a non-judicial stamp paper as per Annexure-III.
- vi Duly notarized F of Attorney in name of authorized signatory as per Clause no. 13.
- vii Self-Certification under preference to “MAKE IN INDIA” Policy as Annexure- VII.
- viii A certificate on their letterheads as per ITB (Annexure-V) shall be submitted by the bidder.
- ix The bidder should not have been blacklisted by Central Govt./State Govt./CPSU/any reputed Telecom service provider in India for the supply of material / security reasons. An undertaking by the Bidder on Company’s letter head to be submitted.

11. Offline submission: The bidder is required to submit the following documents offline to AGM/CC, RailTel Corporate Office, Plate-A, 6th Floor, Office Block-2, East Kidwai Nagar, New Delhi –110053 within 07 days of opening of tender in a Sealed Envelope. **The envelope shall bear the tender name and the tender number).**

- a. **Notarized Power of attorney** in favor of the signatory duly authorizing the signatory.
- b. Format for Affidavit as per **Annexure-III** on stamp paper of Rs.100/- regarding authenticity of the documents

submitted/Information provided in the bid, Non submission of an affidavit by the bidder may result in rejection of his/their bid.

NOTE: The Bidder has to upload the Scanned copy of all above original documents as Bid-Annexures during Online Bid-Submission.

12. Make in India:

The provisions of the Public Procurement (Preference to Make in India) Order 2017 dated June 15, 2017 (or subsequent revisions, if any) by Department of Industrial Policy and Promotion, GoI shall apply to this tender to the extent feasible. Minimum Local Content for SOR items shall be 50% for purchase preference as per the Notification No. 18-10/2017-IP dated 29th August 2018 issued by Department of Telecommunications, Ministry of Communications or as per the latest notification. Bidder shall be required to give a self-certification in his bid that the item offered meets the local content and shall give **details of the location(s) at which the local value addition is made. Bidder should submit Self Certification under preference to “MAKE IN INDIA” Policy as Annexure-VII.**

In case of any false declaration, action shall be taken in line with the provisions of the PPP-MIII order.

In cases of procurement for a value excess of Rs. 10 crores, the ‘Class-I local supplier/ Class-II local supplier’ shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

13. Power of Attorney:

Power of attorney **duly notarized** in favor of the signatory duly authorizing the signatory shall be submitted online before the due date and time of submission of the e-Tender. Power of Attorney issued by the Company (**backed by the resolution of “of Directors) in favour of the individual to sign the tender.** Original copy is needed to be submitted by the successful bidder as per the clause-11 above.

14. The guidelines and directives issued by Department of Telecommunication, Govt. of India regarding procurement of Telecommunication equipment from trusted sources shall be applicable to this tender. The offered equipment shall be trusted Products".

15. Restrictions under Rule 144(xi) of GFR, 2017:

Any bidder from a country which shares a land border with India will be eligible to bid in this procurement, if the bidder is registered with the competent authority only, as per GoI guidelines. Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 by Ministry

of Finance, Department of Expenditure, Public Procurement Division shall also apply to this tender. **A certificate on their letterheads as per Annexure-V shall be submitted by all the bidders regarding their compliance with this order.** If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law. Registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order.

Complete Tender documents duly signed & stamped on each page in token of acceptance should be submitted online.

- Note: 1) The bidder is required to give acceptance of all the clauses of GeM bid, ATC and RailTel's Bid Specific ATC document. Any deviation/ non-acceptance may lead to rejection of the bid.
- 2) Information to Bidder viz. corrigendum/ addendum/ amendments etc. for this bid shall be posted on www.railtelindia.com and GeM only.
 - 3) This bid is governed by the Specific Additional Terms & Conditions and General Terms & Conditions laid down by the GeM against GeM Bid No: GEM/2025/B/6199169
 - 4) After opening of the technical bid no correspondence/ submission of document made at the initiative of the bidder will be entertained. However, the purchaser can, if required, ask for clarifications in writing which need to be submitted before a target date. The clarifications submitted as required by the purchaser before the target date will be considered.
 - 5) In case, if any contradiction between GeM Bid, Additional Terms & Conditions, RailTel's Bid Specific Additional Terms & Conditions and General Terms & Conditions, RailTel's Bid Specific Additional Terms & Conditions will prevail.

Annexure-I

A. SCOPE OF WORK

I) PROJECT OVERVIEW & OBJECTIVES

SEBI, through Circular No. SEBI/HO/CFD/CMD-2/P/CIR/2021/562 dated 10 May 2021, introduced the Business Responsibility and Sustainability Reporting (BRSR) framework. This mandates the top 1,000 listed companies to annually disclose their ESG policies, practices, and performance in a specified format, starting from FY2022-23. The BRSR has since been integrated into the Master Circular No. SEBI/HO/CFD/PoD2/CIR/P/2023/120 issued on July 11, 2023.

SEBI vide its circular **SEBI/HO/CFD/CFD-SEC-2/P/CIR/2023/122 dated 12th July 2023**, introduced key updates to the Business Responsibility and Sustainability Reporting (BRSR) framework. Under these updates, the top 1,000 listed entities in India (by market capitalization) are required to disclose Core Key Performance Indicators (KPIs) and obtain reasonable assurance reports to validate their BRSR filings.

SEBI has outlined a phased approach for entities to achieve reasonable assurance based on their market capitalization:

- Top 150 entities: FY 2023-24
- Top 250 entities: FY 2024-25
- Top 500 entities: FY 2025-26
- Top 1,000 entities: FY 2026-27

RailTel being in the top 500 listed companies, is required to comply with the following reporting and assurance requirements of SEBI.

- From FY 2025 – 2026, disclosures as per the updated BRSR format (including Core), as part of their Annual Reports & mandatorily undertake reasonable assurance of the BRSR Core

The Bidder(BRSR) will be responsible for preparing RailTel's Business Responsibility and Sustainability Reporting (BRSR) Report for FY 2025-26 and FY 2026-27, in accordance with SEBI Circular Ref SEBI/HO/CFD/CFD-SEC-2/P/CIR/2023/122 dated July 12, 2023, and any subsequent amendments related to the BRSR Core Framework for assurance and ESG disclosures across the value chain. Additionally, the Bidder will assist RailTel in obtaining reasonable assurance on the BRSR report from the Assurance Provider appointed by the company.

Keeping in view of the new reporting and assurance requirements of SEBI, the assignment covers the following scope of work

S.no.	Activity/work	Detailed description
1	Materiality Assessment	<ol style="list-style-type: none"> 1. Conduct materiality assessment to identify key ESG issues relevant to RailTel's operations by understanding its sustainability focus areas, identifying and prioritizing stakeholders, and determining Key Performance Indicators (KPIs) aligned with Indian Railways' sustainability objectives. 2. Connect with select internal Stakeholders and review Stakeholder Engagement and Consultation (SEC) process 3. Workshops for internal stakeholders 4. Prioritization of the ESG issues using a materiality matrix, which will consider the impact of the issues on RailTel's business and stakeholders and their likelihood of occurrences. 5. Validation of materiality assessment results through a consultation process with RailTel's stakeholders
2	Gap Analysis	<ol style="list-style-type: none"> 1. Facilitate the identification of the detailed list of policy documents and disclosures required for the development of BRSR in line with the disclosure principles prescribed by SEBI through their circular. 2. Review of the existing policies along with management systems relevant for reporting as per BRSR guidelines 3. The policies would be reviewed to align them in line with the BRSR requirement in terms of: <ul style="list-style-type: none"> • General Disclosures • Management and Process • Principle-wise performance 4. Conduct a comprehensive policy gap analysis and a reporting readiness assessment to evaluate RailTel's current data management frameworks and processes. This will include an in-depth review of the applicable BRSR indicators. Based on the findings, recommend targeted strategies to address identified gaps

		and enhance RailTel's compliance and reporting effectiveness
3	Data collection, compilation, and analysis:	<ol style="list-style-type: none"> 1. Developing relevant formats to collate data pertaining to BRSR requirements with guidance notes collection for each of the business units/ departments/sites. 2. Facilitate in collation of data from identified data owners as per the data reporting formats followed by discussion (wherever necessary) 3. Evaluate current data collection systems (ERP) of RailTel to ensure their adequacy for BRSR reporting and identify additional data points necessary for comprehensive reporting. 4. Develop new data formats for identified additional data points and collaborate with RailTel's ERP team to integrate them into the existing ERP system, enhancing data consistency, transparency, and alignment with BRSR standards. 5. Carry out virtual/Physical meetings with different teams of RailTel to understand and validate internal processes and controls involved in BRSR reporting. 6. Compilation and analysis of data/information received through data formats and through survey of literatures, presentation, and other relevant documentation for standard disclosures like Strategy and Profile, Management Approach, and Performance Indicators related to economic, environmental, and social performance of the organization, as per BRSR Standards
4	BRSR Report Preparation for the year FY 2025-26 and FY 2026-27	<ol style="list-style-type: none"> 1. Write and finalize BRSR Report of RailTel for FY 2025-26 and FY 2026-27 in line with SEBI Circular Ref SEBI/HO/CFD/CFD-SEC-2/P/CIR/2023/122 dtd. July 12, 2023, and any amendments thereafter regarding BRSR Core-Framework for assurance and ESG disclosures for value chain. 2. Prepared BRSR report for submission in both Word (for RailTel's Annual Report) and XBRL formats (for BSE/NSE portals) and

		<p>aligned with the SDGs to showcase RailTel's contribution to global sustainability goals.</p> <p>3. Assistance in getting reasonable assurance on the BRSR report from Assurance Provider appointed by RailTel</p> <p>BRSR Report preparation can be done through the Bidders developed ESG Reporting tool:</p> <ul style="list-style-type: none"> • The bidder's ESG reporting tool should be designed to align seamlessly with SEBI's BRSR Core requirements, incorporating all necessary disclosures and metrics mandated by the framework. The tool must enable efficient data collection, analysis, and reporting to ensure compliance and transparency. • Comprehensive training should be provided to relevant personnel on the functionality and use of the software. This will ensure accurate data entry, streamlined operations, and the effective generation of BRSR-compliant reports.
5	Assessment of Greenhouse Gas Emission	<p>1. Conduct a comprehensive assessment of RailTel's direct emissions (Scope 1) and indirect emissions (Scope 2).</p> <p>a) Identify emission sources by identifying all potential emission sources within RailTel's operations. This includes sources such as fuel or energy used in buildings, purchased electricity, and emissions from owned vehicles, equipment, or processes.</p> <p>b) Gather activity data: Collect accurate and reliable data on the activities and operations associated with each emission source. This may include factors such as fuel consumption, energy usage, electricity consumption, or distance travelled in the specific reporting period.</p> <p>c) Calculate emissions: Identify appropriate emission factors for each emission source and calculate the emissions using the recognized</p>

		<p>emission factors database, industry standards, or national/ regional emission inventories.</p> <p>d) Aggregate the emissions into Scope 1 and 2, and provide the total carbon footprint for RailTel, combining direct and indirect emissions in line with global standards like ISO 14064 and the Greenhouse Gas protocol</p> <p>e) Document and verify the assessment: Prepare a record of the data, calculations, and methodology used for the emissions assessment. The documentation shall be transparent, consistent, and well-documented to ensure reliability and facilitate future audits or verifications of the emissions inventory.</p>
6	ESG Strategy formulation in line with Net Zero Carbon Emitter target of Indian Railways	<ol style="list-style-type: none"> 1. Define a comprehensive ESG vision and mission in Collaboration with internal stakeholders that aligns with RailTel's role in supporting Indian Railways' Net Zero Carbon Emission target by 2030. 2. Set clear and measurable goals for each identified KPI during the materiality assessment and gap analysis, ensuring alignment with the projected renewable energy demand and carbon emission reduction targets. 3. Recommend actionable initiatives and certification schemes that are aligned with RailTel's defined ESG targets and Indian Railways' broader environmental objectives. 4. Facilitate stakeholder engagement through virtual or physical meetings with RailTel's teams to ensure collaboration and validation of internal processes, controls, and strategies related to ESG initiatives.
7	Value Chain Disclosure Support	<ol style="list-style-type: none"> 1. Value Chain Assessment <ul style="list-style-type: none"> • Review existing management practices, contracts, and supplier engagement for ESG alignment. • Assess supplier code of conduct/vendor agreements under BRSR and SEBI mandates. • Identify key value chain partners as per BRSR guidelines.

		<p>2. Capacity Building & Disclosure</p> <ul style="list-style-type: none"> • Develop a BRSR guidance document and template for value chain partners. • Conduct workshops to enhance ESG understanding. • Support RailTel in compiling ESG disclosures.
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Annexure-II

BID EVALUATION METHODOLOGY

i. Bid Evaluation Methodology:

- Bidder will be selected using the Quality and Cost-Based Selection (QCBS) method.
- The Bidder is required to submit bids in ONLINE mode through GeM Portal.
- The Bidder must score at least 70% in the detailed technical evaluation stage to be shortlisted.
- Only those Bidders, who satisfy all the Qualifying Requirements and qualify in technical evaluation, would be considered for opening of financial bids.

ii. Technical evaluation:

The following evaluation criteria shall be used for technical evaluation.

Sl.	Criteria	Documents to be Submitted	Marking criteria	Maximum Marks
1	The bidder or bidder along with its Holding/Subsidiary Company/Firm (registered in India) should have positive net-worth in last 3 financial years	CA Certificate	<ul style="list-style-type: none">• Net worth up to 10 lakhs: 5 marks• For each subsequent 5 Lakhs: 1 mark	10
		Authorization letter from the Holding/Subsidiary Company/Firm (registered in India) as applicable		
2	The bidder or bidder along with its parent (Holding Company) to have minimum average annual turnover of Rs. 23 Lakh for last three financial years and current financial year	CA Certificate	<ul style="list-style-type: none">• 23 Lakhs: 5 marks• For each subsequent 5 Lakh: 1 mark	10
		Authorization letter from the Holding/Subsidiary Company/Firm (registered in India) as applicable		

3	<p>The bidder must have completed following BRSR-related assignments (as on opening date of RFP) for a Govt. organization/PSU/reputed TELCO, or NSE/BSE-listed company (₹500 Cr+ turnover, 5+ years old) in the last three years:</p> <ol style="list-style-type: none"> Three similar works each costing not less than the amount of 4.5 Lakhs or Two similar works each costing not less than the amount of 6 Lakhs or One similar works costing not less than the amount of 9 Lakhs 	<p>Letter of Award with Completion Certificate issued by an authorized person of the organization for whom the assignment was completed</p>	<p>Meeting any of the similar work (a, b, c) criteria earns: 30 marks.</p> <p>Additional marks are awarded as follows:</p> <ul style="list-style-type: none"> Each additional completed work of 4.5 Lakh: 3 marks Each additional completed work of 6 Lakhs: 5 marks Each additional completed work of 9 Lakhs: 10 marks 	50
4	<p>The bidder must demonstrate expertise in utilizing advanced ESG reporting tools that comply with SEBI's BRSR Core requirements. This encompasses the capability to integrate data collection, analysis, and reporting functionalities to ensure compliance and transparency.</p>	<p>Presentation on following:</p> <ul style="list-style-type: none"> Detailed Description of ESG Reporting Tools Case studies or examples of previous projects where these ESG reporting tools were successfully utilized Include documentation on the training and support provided to clients for using the ESG reporting tools 	<ul style="list-style-type: none"> Detailed Description of ESG Reporting Tools: 10 marks Case Studies or Examples: 10 marks Technical Specifications, User Manuals, Training and Support Documentation- 10 Marks 	30

The Bidder must score at least 70% in the detailed technical evaluation stage to be shortlisted.

iii. Financial Evaluation:

- a) The Bidders scoring at least 70% overall in the detailed technical evaluation stage to be shortlisted. The shortlisted Bidders would be eligible for the opening of financial bids.
- b) The eligible bidders quoting the lowest financial bid will be ranked as L1 bidder and will be considered for the award of the contract.
- c) In case of tie between two or more bidders, then the bidder with Highest Technical Score amongst such bidders shall be the successful bidder.

(Evaluations will be based on documentary evidence submitted by the applicant for evaluation/selection criteria.)

B. RailTel's Right to Accept any Bid and to Reject any or All Bids

RailTel shall have the sole discretion to reject any /or all the bids received or annul the entire bid process any time without assigning any reason, until and unless a letter of award is issued to the successful bidder (and the same is duly accepted by the counter party) to perform the instant Assignment, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for RailTel's action.

D. Notification of Award

- i. Prior to the expiration of the period of bid validity and extended validity period, if any, RailTel will notify the successful Bidder in writing by registered letter or e-mail, that its bid has been accepted. The notification of award and acceptance by the successful Bidder will constitute the formation of the Contract.
- ii. Upon the successful Bidder's furnishing of Performance Guarantee pursuant to relevant clauses, RailTel will promptly notify each unsuccessful Bidder and will discharge their Bid Security as per the Bid Documents. If the Performance Guarantee is not received, then the bid of the selected bidder would be declared invalid, and RailTel shall have the right to take any action as may be considered appropriate.

Annexure-III

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONG WITH THE TENDER DOCUMENTS

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

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

1. I/We the tenderer (s), am/are signing this document after carefully reading the contents.
2. I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/We hereby declare that I/We have downloaded the tender documents from electronic tender portal. I/We have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenderers, 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 tender 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 understand that if the content of the certificates submitted by us are found to be forged/false at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD and may also lead to any other action provided in the contract including banning of business for a period upto two years in RailTel. Further, I/we (insert name of the tenderer)** _____ and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the content of the certificates submitted by us are found to be false/forged at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD and Performance Guarantee and may lead to any other action provided in the contract including banning of business for a period of upto two years in RailTel.

DEPONENT

VERIFICATION

I/We above named tenderer 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:

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

Proforma for Performance Bank Guarantee

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

(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited., Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 (Herein after called RailTel) having agreed to exempt(Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No.....dated.....made between.....and.....for (hereinafter called “the said Agreement”) of Security deposit / PBF for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.(Rs only). We (indicate the name of the Bank) hereinafter referred to as “the Bank”) at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We , Bank and our local branch at New Delhi (indicate detail address of local New Delhi 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
3. We, bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Tenderer(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) / Tenderer(s) shall have no claim against us for making such payment.
4. 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
We shall be discharged from all liability under this Guarantee thereafter.

5. 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) / Tenderer(s).

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

(indicate the name of Bank) lastly undertake 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-V

Self-Certification under Preference to “MAKE IN INDIA” Policy

CERTIFICATE

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt.

15.06.2017, as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we M/s _____ (supplier name) are local supplier meeting the requirement of minimum Local content (50%) as defined in above orders for the material against Tender No _____

Details of location at which local value addition will be made is as follows:

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Authorized
Signatory

Annexure-VI

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)].
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 1. An entity incorporated, established or registered in such a country; or
 2. A subsidiary of an entity incorporated, established or registered in such a country; or
 3. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 4. An entity whose beneficial owner is situated in such a country; or
 5. An Indian (or other) agent of such an entity; or
 6. A natural person who is a citizen of such a country; or
 7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (III) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation-
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions

including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

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

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 fulfill 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.]"

Certificate to be given by Tenderer for Works involving possibility of sub-contracting:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that I am not from such a country or, if from such a country, I have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that I fulfill 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.]"

FORM-I
TECHNICAL BID

Ref No.....

Date.....

To,

RailTel Corporation of Corporation Ltd.,
Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar,
New Delhi-110023

Sub.: Empanelment of Bidder for Business Responsibility and Sustainability Reporting (BRSR) for FY 2025-26 and 2026-27

Dear Sir,

1. We hereby propose to provide consultancy services for “Empanelment of Consultant for Business Responsibility and Sustainability Reporting (BRSR) of RailTel as per SEBI’s guidelines for FY 2025-26 and FY 2026-27” as outlined in your bidding document.
2. We have understood the instructions, and the terms and conditions mentioned in the Bid Documents furnished by you and have thoroughly examined the detailed scope of work laid down by you and are fully aware of nature and scope of work required.
3. We hereby confirm our acceptance and compliance to the provisions and terms and conditions contained in the Bid Documents.
4. We confirm that the work will be executed strictly in accordance with the requirement.
5. Our proposal shall remain valid for acceptance for a period of 60 days from the End date of the ‘Technical Bid’ by RailTel.
6. We confirm that the prices quoted by us in the ‘Financial Bid’ are firm and shall not be subject to any variation for the entire period of the contract.
7. We hereby furnish our ‘Technical Bid’ comprising the following as per prescribed formats in Annexure-VII of Bidding Forms.

Check list

Sr. No .	FORM NAME	FORM NUMBER	LIST OF ENCLOSURE ALONG WITH RELEVANT FORM
1	Technical Bid	FORM-1	Copy of RFP to be signed as a token of acceptance
2	Letter of Authority	FORM-1(A)	The letter of authority should be submitted by the Company Secretary/Director/Any other competent authority as per applicable law, along with a certified copy of approval by competent authority for the authorized signatory, as per applicable laws.
5	Proforma of Performance Bank Guarantee	Annexure-IV	--
7	Bidder's Acceptance of Conditions of RFP	FORM-1(B)	--
8	Assignments executed by the Firm	FORM - 1(C)(i) and Form-1(C)(ii)	Letter of Award or Completion certificate, issued by the owner for whom the Bidder has successfully completed the works.
9	Details of Team Members	FORM - 1 (D)	Resumes of each identified team member
	Details of PAN & Goods and Services Tax (GST) Registration		Self-attested copies of PAN & GST Registration Number

	<input type="checkbox"/> Other Documents	1. Certificate of Incorporation/Partnership Deed/Agreement 2. CA Certificate certifying the following a. The bidder to have positive Net worth 31.03.2024 b. The bidder to have minimum average annual turnover of Rs.22.5 Lakhs for last three financial years ending 31st March 2024.
		In case, the bidder is using the credentials of its Holding/Subsidiary Company/Firm (registered in India) for meeting the financial requirement the CA Certificate shall certify accordingly & the bidder must provide an authorization letter from the Holding/Subsidiary Company/Firm (registered in India) for using its credentials 3. Certificate of Statutory Auditor certifying the number of employees employed by the Bidder to be submitted. 4. Self-declaration by Authorized Signatory on its letter-head duly signed, stamped that the bidder should not have been blacklisted or debarred by any Central/ State Government/ agency of Central/ State Government/ Public Sector Undertaking/ Regulatory Authority of India at the time of submission of this bid

8. Shri/Ms. _____ shall act as “Team Leader” and also act as a single point of contact for all interactions with RailTel throughout the period of assignment.
9. We further confirm that any deviations from the clauses found anywhere in our Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any implication whatsoever to RailTel, failing which Bid Security may be forfeited without any notice or proof of damages.
10. We certify that all the information provided in our bid, including the information regarding the team members, is true. We understand that any willful misstatement in the bid may lead to disqualification or cancellation of award (if made) or termination of contract. We also understand that in such a case we may be debarred for future assignments with RailTel for a period of maximum three years from the date of such disqualification.

Yours truly,

Date:

Signature.....

(Authorised signatory)

Place:

Full Name.....

Designation.....

Stamp.....

FORM-1(A)
LETTER OF AUTHORITY

RailTel Corporation of Corporation Ltd.,
Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar, New Delhi-110023

Dear Sir,

Ref.: RFP No. _____

In continuation with the above captioned invitation to Bid, Shri / Ms. _____ (S/o _____ & R/o _____) will act as our authorized representative. We hereby confirm that any other commitments made by them including prices, technical specifications and delivery schedules shall be binding on us as if the same have been made by us.

This authority shall remain valid and will not be revoked without your consent.

Any commitment made by the authorized representative before revocation of the authority shall be binding on us.

Yours faithfully,

For and on behalf of (Name of the bidder)

Name _____
Designation _____
Stamp _____

NOTE: The letter of authority should be submitted by the Company Secretary/Director/Any other competent authority as per applicable law, along with a certified copy of approval by competent authority for the authorized signatory, as per applicable laws.

FORM-1(B)

BIDDER'S ACCEPTANCE OF CONDITIONS OF RFP

From:

To,

RailTel Corporation of Corporation Ltd.,

Plate-A, 6th Floor, Office Tower-2,

NBCC Building, East Kidwai Nagar, New Delhi-110023

Sub.: Empanelment of Bidder for Business Responsibility and Sustainability Reporting (BRSR) for FY 2025-26 and 2026-27

- 1 With reference to your RFP No. ----- dated ----- for "Empanelment of Bidder for Business Responsibility and Sustainability Reporting (BRSR) for FY 2025-26 and 2026-27", we hereby confirm that we have read the provisions of all clauses and further confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of all clauses of RFP are acceptable to us and we have not taken any deviation from any clause.
- 2 We further confirm that if any deviation from any clause of RFP is found anywhere in our Bid, then it is implicit that our bid shall stand unconditionally withdrawn, without any cost implication whatsoever to RailTel and the Bid Security may be adjusted as per the provisions of RFP.

Date:

Signature.....

Place:

Full Name.....

Designation.....

Stamp.....

Annexure – VII**FORM – 1 C (i)**

Details of Similar Consultancy Assignments (BRSR related)
Executed by Firm/Company in the Last three (3) Years (10 days
before date of RFP)

Sr. No.	Client Name & Address	Assignment Name and Date of Appointment	Scope of work (in Brief)	Customer (PSU/ Bank/ BFSI/ NBFC)	Status of assignment or (Ongoing Completed)	Nature of Assignment*	Remarks
1.							
2.							
3.							

* Nature of Assignment should be as per Technical Evaluation Criteria

I, the undersigned, certify that to the best of my knowledge and belief the above information is true. I understand that any willful misstatement described therein may lead to disqualification of the firm.

Date:

Signature.....

(Authorized signatory)

Place:

Full Name.....

Designation.....

Stamp

NOTE:

- 1. Details of Minimum three assignments have to be furnished.**
- 2. Documentary evidence/proof of above information must be enclosed in the form of Letter of Award or Completion certificate, issued by the owner for whom the Bidder has successfully completed the works.**
- 3. The bidder may use additional sheets of similar size and format, if required.**

Annexure – VII

FORM – 1 C(ii)

Details of Similar Consultancy Assignments (ESG/Sustainability Non- BRSR related)

Executed by Firm/Company in the Last three (3) Years (10 days before
date of RFP)

Sr. No.	Client Name & Address	Assignment Name and Date of Appointment	Scope of work (in Brief)	Customer (PSU/ Bank/ BFSI/ NBFC)	Status of assignment or (Ongoing Completed)	Nature of Assignment*	Remarks
1.							
2.							
3.							

* Nature of Assignment should be as per Technical Evaluation Criteria

I, the undersigned, certify that to the best of my knowledge and belief the above information is true. I understand that any willful misstatement described therein may lead to disqualification of the firm.

Date:

Signature.....

(Authorised signatory)

Place:

Full Name.....

Designation.....

Stamp.....

NOTE:

1. Details of Minimum three assignments has to be furnished.
2. Documentary evidence/proof of above information must be enclosed in the form of Letter of Award or Completion certificate, issued by the owner for whom the Bidder has successfully completed the works.

The bidder may use additional sheets of similar size and format, if required.

FORM – 1 D**Details of the Team (Separate Sheet for each Team Member)**

- 1) Name of the Team Member
- 2) Current Designation in the firm
- 3) Proposed position in this assignment
- 4) Nationality
- 5) Education Qualification
- 6) No. of years of consulting experience in the following format: -

Name of Company	Nature of consulting experience*	From Date	To Date	Brief work profile

*Nature of consulting experience should be as per Technical Evaluation Criteria

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes the qualifications, experience and other information of key personnel to be associated with the assignment/study. I understand that any willful misstatement described therein may lead to disqualification of the firm.

Date:

Signature.....

(Authorised signatory)

Place:

Full Name.....

Designation.....

Stamp.....

NOTE:

- (1) Bidder needs to enclose C.V. of each identified team member mentioned above
- (2) The bidder may use additional sheets of similar size and format, if required

Annexure – VIII

FORMAT FOR NOTARIZED UNDERTAKING TO BE SUBMITTED BY HOLDING/GROUP/SUBSIDIARY/ASSOCIATE COMPANY

*(To be submitted in case the Bidder as Subsidiary/ Holding/Group is utilizing
credentials of Holding/Subsidiary/Group Company)*

(To be executed on the letter head of the Holding/Subsidiary company) **

I (Name and designation)**..... appointed as the attorney/authorized signatory## of (Name of Holding/ Group/Subsidiary Company)** being Holding/Group/Subsidiary/Associate Company (hereinafter called the Subsidiary/Group/ Holding Company) of the Bidder as Associate/Subsidiary/ Group/Holding, M/s. _____ (hereinafter called the Bidder) for the purpose of the Proposal for the work of ...(name of work)..... as per the Bid document No. _____ of RailTel, do hereby solemnly affirm and state on behalf of the Associate/Subsidiary/Holding Company that the bidder has been authorized by us to use our technical and or financial capability for meeting the technical and/or financial eligibility as specified in the Clause Of the RFP referred and in case of failure of the Bidder as Subsidiary/Group/Holding, we will be wholly responsible for the successful completion of work & delivery of services proposed to be rendered by the Bidder as Subsidiary/Associate/Group/Holding and abide by all terms and condition of this RFP as defined for bidder.

SIGNATURE OF THE AUTHORISED SIGNATORY

SEAL OF THE HOLDING/SUBSIDIARY COMPANY

** The contents in Italics are only for guidance purpose and details as appropriate, are to be filled in suitably.

The documentary proof for authorizing the signatory on behalf of the holding/ group/ subsidiary company in the form of Tender Specific Board Resolution of the company and power of attorney.