



रेलटेल
RAILTEL

A Navratna CPSE
Govt of India

**RAILTEL CORPORATION OF INDIA LTD.
(A Navratna CPSE)**

Southern Region Office

6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road,
Prakash Nagar Metro Station,
Begumpet, Hyderabad – 500016

Corporate Office

Plate-A, 6th Floor, Office Tower2,
NBCC Building, East Kidwai Nagar, New Delhi-110023

www.railtel.in

Invitation for Expression of Interest
For

“SCADA Automation under Revamped Distribution Sector Scheme for KSEB ”

EOI No: RailTel/SR/SC/Mktg/2025-26/EOI 2/SCADA ICT Dt. 19/06/2025

EOI NOTICE

RailTel Corporation of India Ltd.
6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road,
Prakash Nagar Metro Station,
Begumpet, Hyderabad – 500016

EXPRESSION OF INTEREST

EOI No: RailTel/SR/SC/Mktg/2025-26/EOI 2/SCADA ICT Dt. 19/06/2025

RailTel Corporation of India Ltd., (hereafter referred to as RailTel) invites responses from RailTel Empanelled / Applied for Empanelment Partner/System Integrator for exclusive PRE-BID TEAMING ARRANGEMENT for **Engagement of an Agency for “SCADA Automation under Revamped Distribution Sector Scheme for KSEB ”**

The details are as under:

1	Date of EOI Floating	19-06-2025
2	Last date for submission of Bids against EOI	23-06-2025 17:00 hrs
3	Opening of Bids received against EOI	23-06-2025 17:15 hrs
4	Number of packets	Single Stage (Single Packet System)
5	EOI document cost inclusive tax (non-refundable)	Nil
6	Portal for Submission of bids	https://railtel.eNivida.com
7	EOI EMD	<p>EMD of Rs20,00,000/- to be submitted in form of BG or Payment through NEFT/RTGS.</p> <p>RailTel Corporation of India Limited Account No: 327301010373007, IFSC Code: UBIN0805050, Bank Name: Union Bank of India, Branch address: Union Bank of India, RP Road Branch, Bungalow no 109, New No 1-7-252 to 254 Oxford Street, SD Road, Near Park Lane Center Secunderabad - 500003.</p>

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

Partner needs to share copy in case of EMD in form of BG & in case of online payment partner to share transfer details like UTR No. date and Bank along with the proposal.

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

Level:1 Contact: Sh. Kompella Phani, Position: Sr. Manager/ Tech-Mktg/SR
Email: kompellaphani@railtelindia.com Contact: +91- 9701729944

Level:2 Contact: Sh. Shailendra Dusa, Position: Sr. DGM/Tech-Mktg/SR
Email: sdusa@railtelindia.com Contact: +91- 9866327886

SPECIAL CONDITIONS OF EOI

1. The EOI response is invited from eligible BA Empanelled/ Applied for BA Empanelment Partners of RailTel only.
2. Partners are required to submit soft copy of response through Online on RailTel's e-nivida portal at <https://railtel.enivida.com> duly signed by Authorized Signatories with Company seal and stamp.
3. All the documents must be submitted with proper indexing and page no.
4. If, the interested partner is OEM/Distributor of OEM/Direct Partner of OEM, it should submit the supporting document for the same.
5. Consortium is Allowed.
6. This is an exclusive pre-RFP partnership arrangement with empanelled BAs/Applied for BA empanelment of RailTel for participating in the end customer RFP. Selected partner's authorized signatory has to give an undertaking they will not submit directly or indirectly their bids and techno-commercial solution/association against tender Ref No mentioned below with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to end customer organization by RailTel). This undertaking has to be given with this EOI Response.
7. Transfer and Sub-letting. The Partner/consortium 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. Partner has to agree to comply with all scope of work and terms and conditions including special term and condition, SLA and OEM technical & Financial documentation including technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP & its corrigendum (if any) as mentioned below:

Ref. Bidding Document No.	CEIT/RITU/RDSS/SCADA/DMS/SIA/2025-26/02
Date of floating	08/05/2025
Floated on portal	https://etenders.kerala.gov.in

9. **Anything not mentioned in the EOI, but mentioned in Customer RFP and its corrigenda (if any) and addenda (if any) may be referred & considered.**
10. Selected partner will be responsible for facilitating RailTel to get/collect /prepare all the documentations related to end customer RFP.
11. The following physical documents in original should be submitted in the Office of Executive Director (Southern Region), Secunderabad within 5 working days of submission of the EOI response.
 - i. Affidavit as per Annexure 4
 - ii. Power of Attorney and Authority Letter
 - iii. Pre-Contract Integrity Pact
 - iv. EMD in the form of Bank Guarantee (if any)

CHAPTER -1:
INTRODUCTION

1.1 RAILTEL – INTRODUCTION

RailTel, a distinguished Nav-Ratna Central Public Sector Enterprise under Ministry of Railways, is recognised as one of the nation's most reliable end-to-end Telecom, IT, ICT, Railway Signalling solution provider. With a focus on excellence and innovation, RailTel has garnered unwavering trust as a partner in delivering cutting-edge services across sectors. RailTel is also working towards creating a knowledge society at multiple fronts and has been selected for implementation of various mission-mode projects for the Government of India in the telecom field. With a team of highly skilled and seasoned experts in Telecom, Signalling and IT, along with an extensive nationwide infrastructure, RailTel possesses the ability to deliver digital transformation services across the country and beyond border.

The ongoing wave of digitalisation is creating new prospects for companies like RailTel. In the specific context of the telecom sector, the advent of 5G is a significant growth factor. The demand for network and allied infrastructures is poised to propel RailTel's business forward. With our experience in setting-up and running Tier-3 Data Centres and cloud office, RailTel is implementing Data Centre services like cloud deployments for various customers. Thus by, leveraging RailTel's network infrastructure, data centres, security operation centre and in house capabilities, RailTel is helping in digitalisation by providing comprehensive ICT services. In essence, RailTel's goal is to be a supportive partner in guiding its customers through their Digital transformation endeavours.

For ensuring efficient administration across India, country has been divided into four regions namely, Eastern, Northern, Southern & Western each headed by Executive Director and Headquartered at Kolkata, New Delhi, Secunderabad & Mumbai respectively. RailTel's business service lines can be categorized into three heads namely B2G/B2B (Business to Government and Business to Business) and B2C (Business to customers).

RailTel's various operations are certified for, ISO 27001:2022-Certified for Information Security Management System, ISO 20000-1:2018-Certified for Information Technology Service Management System, ISO 9001:2015-Certified for Quality Management System, ISO 27017:2015 Certified for Information Security for Cloud Services, ISO 27018:2019-Certified for Data Privacy in Cloud Service, ISO 27033-Certified for Network Security, ISO 14001:2015-Certified for Environmental Management System Standard, ISO 17024:2012- Certified for Telecom Services, Railway Signalling & Telecom Training, Design Testing and Licensing Services and CMMI Maturity Level-4-Certified for Process Improvement. The RailTel's Data Centres are Tier-III (Design & Facility) certified.

CHAPTER -2:
EOI OBJECTIVE AND SCOPE OF WORK

2.1 PROJECT BACKGROUND AND OBJECTIVE OF EOI

RailTel intends to participate in RFP floated by Kerala State Electricity Board Ltd, Thiruvananthapuram (KSEB) for **“Invitation for BIDS(IFB) FOR SCADA/DMS Implementation for RDSS works in the Kerala State Electricity Board Ltd. & TCED (Thrissur Corporation Electricity Department)”** vide Bidding Document No. CEIT/RITU/RDSS/SCADA/DMS/SIA/2025-26/02/08.05.2025”.

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

2.2 SCOPE OF WORK:

The Brief Scope of work for subject Package shall comprise of Design, engineering, manufacture, shop fabrication, pre-assembly, shop testing/ type testing at manufacturer's works, packing, transportation, unloading, handling and conservation of equipment at site, complete services of construction including erection, supervision, pre-commissioning, commissioning and FMS for 5 years.

The SCADA Implementing Agency (SIA) in coordination with utility (as per the requirement in the detailed RFP) shall carry out field survey, design, engineering, supply, integration, installation, testing & commissioning of SCADA/DMS/OMS software applications, Dispatcher Training Simulator (DTS), hardware (including PCs, Servers, Routers, Switches, VPS, RTU, RMUs, FRTUs, Communicable FPIs, Multi-function Transducers (MFTs), Communication equipment, Auxiliary power supply etc.), software (including operating system, databases, network management system etc.), network (LAN, WAN), etc. The detailed scope of work shall be as per specifications and scope defined in the Bidding Document.

□ 3 Nos. SCADA/DMS towns in Kollam, Thrissur and Kannur (Group-A towns) with SCADA/DMS control centres at each town for advanced Distribution Management system with real time monitoring & control of GIS mapped 11kv Distribution network including Outage management system, Trouble Call management, Crew Dispatch & work management system, etc.

□ 260 No. 11kV outgoing feeders in 24 substations are proposed to be integrated to 3 Nos. SCADA/DMS Control Centers.

□ Total of 1915 Nos. FRTU integrated RMU locations of various RMU configurations [including TCED (Thrissur Corporation Electricity Department-299 nos.), 141 FRTUs (TCED) are proposed to be installed & integrated in the three SCADA/DMS towns, viz. Kollam (701 RMU locations), Thrissur (844 RMU locations) & Kannur (370 RMU locations).

□ The 11kV distribution network will be mapped in GIS and will be integrated with the SCADA Control Center for real time monitoring & management of distribution network.

□ A common Disaster Replica Recovery Center (DRR Center – Back up SCADA Control Center) is to be installed at Ernakulam, so that upon non-availability/ failure of any of the SCADA Control Centers, the operation of that town shall be made possible from the DRR Center.

□ Scope of Service for support services-FMS may be referred from chapter 17 (page 454-472) of KSEB RFP document. Manpower deployment criteria is available at 17.1.1 (Page 455). Availability and payment charges calculation is mentioned at 17.7 (Page 465) of KSEB RFP.

□ The scope of this tender is for the implementation of SCADA/DMS project in Group-A towns in line with the RFP. Implementation of Basic SCADA in Group B & C towns. is not in the scope of this tender. Tendering for Implementation of Basic SCADA in Group B towns & for upgradation of existing SCADA/DMS system in 3 towns will be tendered separately. SIA shall provide all assistance & support for the integration requirements such as Dash Boards, Mobile views, etc. where ever required.

RDSS SCADA – Control Centers

No.	Control Center Location	Details of SCADA Control Centers
1	Kollam	SCADA/DMS Control Center - A1
2	Thrissur	SCADA/DMS Control Center - A2 (Combined for KSEBL & TCED)
3	Kannur	SCADA/DMS Control Center - A3
4	Ernakulam	DRR Control Center

➤ Address for correspondences seeking details/clarifications can be done with below mentioned address:

➤ Office of the Chief Engineer (IT, CR & CAPs),
Kerala State Electricity Board Ltd,
Vydyuthi Bhavanam, Pattom.
P.O, Thiruvananthapuram – 695 004.
Email: scadadms@kseb.in, scadakseb@gmail.com,
ceit@kseb.in, Phone 0471-2514672, 2514654, 9446008196,
9446008893.

➤ Registered Office :
Kerala State Electricity Board Vydyuthi Bhavanam , Pattom , Thiruvananthapuram.

#Special Note: RailTel may retain any portion of the work mentioned in the end organization RFP, where RailTel has competence so that overall proposal becomes most winnable proposal.

CHAPTER -3:
EOI GUIDELINES

3.1 EOI GUIDELINES

3.1.1 Language of Proposals

The proposal and all correspondence and documents shall be written in English only.

3.1.2 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 Partner or without any obligation to inform the affected partner or partners about the grounds for RailTel's action.

3.1.3 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 numbered and 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.

3.1.4 Period of Validity of bids and Bid Currency

Bids shall remain valid for a period of 180 days from the last date of submission of bids to end Customer organization.

3.1.5 Bidding Process

The bidding process as defined subsequent Chapters.

3.1.6 Bid Earnest Money (EMD): Rs.20,00,000/- as mentioned at EOI details at Page 1

3.1.6.1 The Partner shall furnish a sum as given in EOI Notice via in the form of BG/DD/online transfer, before submission of final bid to the end customer as given in EOI Notice.

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

3.1.6.3 In case of sole partner/ consortium offer is selected for bidding, sole partner/consortium has to furnish Earnest Money Deposit (for balance amount as mentioned in the customer's Bid as and if applicable) for the bid to RailTel. The selected Partner shall have to submit a Bank Guarantee against EMD in proportion to the quoted value/scope of work to RailTel before submission of bid to end customer as and if applicable.

3.1.6.4 Return of EMD for unsuccessful Partners: EOI EMD of the unsuccessful Partner shall be returned without interest after completion of EOI process.

3.1.6.5 Return of EMD for successful Partner: EOI-EMD & Earnest Money Deposit (balance proportionate EMD) if applicable of the successful partner will be discharged / returned as promptly as possible after the receipt of RailTel's EMD/BG from the Customer and or on receipt of Security Deposit Performance Bank Guarantee as applicable (clause no. 6.2) from Partner whichever is later.

3.1.6.6 Forfeiture of EOI EMD or EOI EMD & EMD (balance proportionate EMD) and or Penal action as per EMD Declaration:

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

- 3.1.6.6.2 In case of non-submission of SD/PBG (as per clause no. 6.2) lead to forfeiture of EOI EMD, EMD (balance proportionate EMD) if applicable and or suitable action as prescribed in the EMD Declaration shall be initiated as applicable.

3.2 Security Deposit / Performance Bank Guarantee (PBG): As per KSEB RFP

- 3.2.1 In case the bid is successful, the SD/PBG of requisite amount proportionate to the agreed scope of work will have to be submitted to RailTel as per KSEB RFP.

3.3 Last date & time for Submission of EOI response

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

3.4 Modification and/or Withdrawal of EOI response

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

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

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 Partner, the Earnest Money Deposit shall be forfeited and all interests/claims of such Partner shall be deemed as foreclosed.

3.5 Details of Financial bid for the above referred tender

Sole partner/ consortium with lowest (L1) offer will be selected for exclusive pre-bid arrangement for optimizing technical and commercial solution so that most winnable solution is submitted to end customer.

The final bid for the tender may be prepared jointly with the selected Partner/Consortium so that the optimal bid can be put with a good chance of winning the Tender.

3.6 Clarification of EOI Response

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the Partner 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.

3.7 Period of Association/Validity of Agreement

As per KSEB RFP

CHAPTER -4:
ELIGIBILITY CRITERIA

4.1 Partner's Profile: move to later part of doc

The partner shall provide the information of the below table on **company letterhead**:

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 tender	
5.	Name, designation and full address of the person dealing with the tender to whom all reference shall be made regarding the tender enquiry. His/her telephone, mobile, Fax and email Address	
6.	Bank Details (Bank Branch Name, IFSC Code, Account number)	
7.	GST Registration number	

4.2 Eligibility Criteria for Bidding Business Partner of RailTel:

SN	Description	Documents to be uploaded
A) General Eligibility		
1	<p>Bidder must be empanelled with RailTel as business associate. OR Bidder must have applied for empanelment and issue of letter of empanelment is pending.</p> <p>In case of consortium</p> <ul style="list-style-type: none"> i. Consortium among RailTel BAs is allowed. ii. In case of consortium, one consortium member should fulfil SCADA credentials 	<p>1) Copy of Empanelment letter. 2) If bidder has applied for empanelment and issue of letter of empanelment is pending, then, bidder has to submit proof of, payment of empanelment fee/EMD or acknowledgement letter of submission of empanelment documents. 3) Consortium agreement</p>
2	Power of Attorney	Power of Attorney and Board Resolution in favour of one of its employees who will sign the Bid Documents.
3	Agency must be any private/public limited company or partnership firm or autonomous body or organization or society or any other institution registered/incorporated under relevant statute.	Certificate of incorporation/ Relevant valid certificates

SN	Description	Documents to be uploaded
	The agency should be in existence for minimum 5 years, as on due date of EOI.	
4	Should have office in Kerala state	<p>Documentary Proof of office in Kerala state (Any one) to be submitted.</p> <p>i. Rental/Ownership document ii. Electrical bill iii. Property Tax</p> <p>Any document to establish that the office exists at the address mentioned</p>
5	Agency must have Income Tax Registration (PAN) and GST Registration.	Certificates of GST, PAN
B) Financial Eligibility		
1	Average Annual financial turnover of best 3 years in the last 5 FYs including last completed financial year, ending 31 st March, should be at least 100 Cr	<p>Annual audited financial statements for last 5 financial years or 3 best financial years considered for qualification shall be submitted. In case Audit financial statements for the previous year is not prepared then certificate from statutory auditor shall be submitted certifying the annual financial turnover</p> <p>AND</p> <p>Proof: Audited balance sheet along with statement of profit & Loss</p>
2	The bidder (Sole or lead and consortium both) should have a net worth not less than paid -up equity, in each of the best 3 years in the last 5 FYs incl last completed financial year	<p>Annual Audited Financial statements for last 5 financial years or 3 best financial years shall be submitted. In case Audited financial statements for the previous year is not prepared then certificate from statutory auditor shall be submitted certifying the net worth</p> <p>AND</p> <p>Proof : Audited balance sheet along with statement of profit & Loss</p>
C) Technical Eligibility		
1	<p>Experience of following works during last 15 years</p> <ol style="list-style-type: none"> 1. ICT work execution experience (OR) 2. Hardware/ embedded systems/ firm ware/ IT works (OR) 3. Power sector works 	
(Proof: i) LoA from the owners/client and ii) certificates of Acceptance/ successful completion for work done, in support of the qualifying requirements, clearly establishing		

SN	Description	Documents to be uploaded
	<p>– a) the start and end date, b) operation of at least 1 year of the project, c) brief scope of work and d) costof project, on client letterhead.</p> <p>The supporting proof document must be labelled as original/true copy/translation, as the case maybe, and the same shall necessarily be signed and authenticated by the Authorized Signatory of bidder. The owner/client contact details shall be provided against each project experience proof being submitted.</p> <p>The proof documents available in any language other than English shall be translated to Englishand authenticated by Authorized Signatory of bidder for submission. In such cases, the original language copies shall also be submitted along with the translated proof documents)</p> <p>Further, multiple participation of any bidder as sole or part of consortium partner in the same bidis not allowed. Further, multiple participation of any bidder as sole or part of consortium partnerin the same bid is not allowed. However, product /solution can be offered by multiple bidders.</p>	

4.3 All the attached Annexures and Forms in Chapter-7 are mandatory and should be submitted along with EOI response.

CHAPTER -5:
EVALUATION AND PAYMENT TERMS

5.1 Evaluation Criteria

- 5.1.1** The Partners are first evaluated on the basis of the Eligibility Criteria as per clause 6 above.
- 5.1.2** The Partner who fulfils the Eligibility criteria of Bidding sole partner/ consortium shall be further evaluated on the basis of Technical Evaluation and Financial evaluation.
- 5.1.3** 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 End 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 'PARTNER')'. It is re-mentioned, that the final selection of PARTNER will be on the L-1 basis only. Further, RailTel reserves the right to have negotiation with the PARTNER at any stage before issuing Work Order.
- 5.1.4** The Partner with lowest commercial (L1) offer will be selected for exclusive pre-bid arrangement for optimizing technical and commercial solution so that most winnable solution is submitted to end customer.
- 5.1.5** 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. RailTel may at its discretion assign lead factor to the Partner as per RailTel policy for shortlisting partner against this EOI.
- 5.1.6** All General requirement mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable

5.2 Payment Terms

Payment from RailTel to the Shortlisted firm will be on back to back basis as per the following payment schedule of KSEB

Refer to *Annexure-1 to SCC – Payment terms* in Standard bidding document given as part of Model RFP document

Payment Schedule:

- 10% of total value of contract as (excluding FMS and Bandwidth Charges) "Mobilization Advance" after signing the contract. The following shall be ascertained before release of payment:-
 - Opening of site office in project area
 - Submission of Bank Guarantee for the 110% of initial Advance (Interest bearing)
 - Submission of the necessary contract performance Bank Guarantee. The same will be released on completion of contract/assignment
 - Submission of agreed project implementation schedule
 - Progressive/ Milestone based payment for each project area excluding DR Centre

SCADA/DMS/ OMS system (Control Center wise) for group A&U towns

No	Description/Milestone	% Value
A	Software 1.0 Approval of Functional Design document,BOQ , DRS	25 % of software component of contract

	<p>2.0 Pro-rata basis after Successful Completion of Factory Acceptance Tests (FAT as defined in MTS) and Delivery of necessary software to Utility as per Bill of Quantities for Software Installation based on certification by the Utility</p> <p>3.0 Pro-rata basis after successful completion of End to End Tests (as defined in MTS) at Site based on certification by the Utility (Pro rata payment based on $0.25 \text{ (FRTU E to E tested / TOTAL FRTU)} + 0.7 \text{ (RTU E to E tested / TOTAL RTU)} + 0.05 \text{ (FPI end to end tested / Total FPI)}$)</p> <p>4.0 After successful completion of Field Performance Tests (as defined in MTS)</p>	<p>30 % of software component of contract*.</p> <p>15 % of software component of contract*.</p> <p>20 % of software component of contract</p>
B	<p>Hardware***</p> <p>1.0 Approval of Functional Design document , BOQ , DRS</p>	<p>25% of Hardware component of contract</p>
	<p>2.0 Pro-rata basis on the receipt of equipment at site along with submission of :detailed Packing list identifying contents of each consignment (3 copies)</p> <ul style="list-style-type: none"> a. Manufacturer's/contractor's Guarantee certificate of Quality Insurance Policy/certificate (3 Copies) b. Material Inspection Clearance or equivalent Certificate for dispatch issued by the Utility c. Test Certificates <p>3.0 Pro-rata basis on successful completion of end to end testing at site based on certification by the Utility (Pro rata payment based on $= 0.25 \text{ (FRTU E to E tested / TOTAL FRTU)} + 0.7 \text{ (RTU E to E tested / TOTAL RTU)} + 0.05 \text{ (FPI end to end tested / Total FPI)}$).</p> <p>4.0 After successful completion of Field Performance Tests (as defined in MTS)</p>	<p>30 % of hardware component of contract*</p> <p>15 % of hardware component of contract*.</p> <p>20% of hardware component of contract .</p>

C	<p>Installation, Testing and Commissioning Cost to Integrate Entire SCADA & IT (relevant to SCADA) Infrastructure (Please refer Form:1 Project management cost)</p> <p>(Pro rata payment based on = $0.25(\text{FRTU E to E tested} / \text{TOTAL FRTU}) + 0.7(\text{RTU E to E tested} / \text{TOTAL RTU}) + 0.05(\text{FPI end to end tested} / \text{Total FPI})$).</p>	<p>45% after successful completion of Field Installation Test (as defined in MTS)*</p> <p>45% after successful completion of end to end test (as defined in MTS)*.</p>
D	<p>Training: Pro-rata payment on the basis of completion of training of required personnel as mentioned in MTS (Please refer Form F-8)</p>	90% of total value of Training Cost *λ.
E	Spares and Test Equipment	90% of receipt of material and physical verification of material by utility at the site. *λ.
F	<p>Final Payment after Operational Acceptance (on successful completion of system availability tests) and Cyber security audit by CERT.IN empaneled agency proof of submission of the required number of reproducible, O&M Manuals, approved drawings, data sheets, test reports and manuals etc. of spares, maintenance & testing equipment, training etc.</p>	<p>10% software, hardware, installation, testing and commissioning.</p> <p>+ 100% of payment for Integration with legacy applications & Data Migration *λ</p> <p>+ 10% payment for training</p> <p>+ 10% of spares and test equipment</p>
G	Bandwidth Charges	Based on actual claim and verification by the utility based on SLA
H	FMS Charges	FMS charges shall be paid quarterly based on SLA
<p><i>* 50% of proportionate Mobilization Advance against corresponding component shall be adjusted while making payments of this installment. In case of delay of project, the entire mobilization advance shall get recovered from the contractor as per contract's works completion schedule respectively.</i></p> <p><i>*λ 100% of proportionate Mobilization Advance against corresponding component shall be adjusted while making payments of this installment. In case of delay of project, the entire mobilization advance shall get recovered from the contractor as per contract's works completion schedule respectively.</i></p> <p>** Payment for Disaster Recovery Centre:</p>		

Proportionate Cost shall be paid for DR software, hardware to be paid based on achievement of corresponding milestone. The rest of DR software and hardware cost payment shall be done on basis of satisfactory completion of Operational Acceptance Test (as defined in MTS). *** Hardware also includes power supply equipment and communication equipment. And, RMU, SECT, FPIs etc.

**** Hardware also includes power supply equipment and communication equipment. SECTIONLIZER/ RMU/ FPIs / Numerical relays*

μ : As per condition in note “μ” If certain items are applicable for NSRC delivery, the same shall also be separately tested for FAT/SAT by PFC / Utility before operational acceptance & apportioned payment of NSRC component shall be made separately upon achievement of respective milestone upon achievement from the awarded value

In case of delay in the payment by utility beyond 45 days of receipt of complete invoice on attainment of milestone as per payment terms, penalty as per MCLR rate shall be applicable on utility. For the purpose of this clause, Employer shall ensure to communicate any shortcomings in the invoice within seven (07) days with proper observations. **In that case, the corrected invoice as per milestones shall be submitted by bidder again.**

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

- PO copy issued to selected vendor.
- Submission/Declaration of applicable BG amount against PO issued to selected partner/vendor.
- Signed Agreement Copy
- Original Invoice for the period claimed.
- TDS declaration.
- PAN, GST Registration Certificates

5.2.2

##Any deduction/LD/Penalty levied by customer on RailTel will be deducted from Partner in value terms.

For support services FMS Chapter 17(Pg 454) of KSEB RFP documents

#Payment will only be released once proof of submission of GSTR-1 and GST-3B is submitted for claimed invoice.

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

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

5.3 Bill Passing Authority

RailTel's authorised representative as mentioned in Work Order/Agreement

5.4 Bill Paying Authority

RailTel's authorised representative as mentioned in Work Order/Agreement

CHAPTER -6:
GENERAL GUIDELINES

6.1 Service Level Agreement (SLA)

The selected partner will be required to adhere to the SLA as given in Chapter 17 as per RFP/Invitation For Bids (IFB) of KSEB for given scope of work and the SLA breach penalty will be applicable back-to-back basis on the selected partner, as specified in the end Customer organization Tender. 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 on back-to-back basis in terms of value based on its scope of work.

Note: Any deduction/LD/Penalty levied by customer on RailTel will be deducted from Partner in value terms

6.2 Performance Bank Guarantee (PBG)

- 6.2.1 In case of successful participation by RailTel in the pertinent End Customer's tender and subsequent engagements with PARTNER, The PARTNER shall at its own expense, deposit with department, within fifteen (15) days of the notification of award (done through issuance of the Purchase Order / Work Order etc.) and communicated through email, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized/ Commercial Scheduled Indian Bank as per the format enclosed in this EOI, payable on demand, for the due performance and fulfilment of the contract by the PARTNER. This PBG will be for an amount of '3%' of the contract value. The claim period should be one year more than the expiry date. The quantum of this 'percentage (%)' will be equal to the PBG % as asked by End Customer from RailTel. All charges whatsoever such as premium, commission, etc. with respect to the PBG shall be borne by the PARTNER. Besides, if the total BG amount comes upto ₹5 Lakhs, then same may be deposited through DD/RTGS/NEFT. Along with submission of PBG, PARTNER needs to submit PBG issuing bank's SFMS report. The SFMS report is also to be submitted in case of renewal/extension of PBG.
- 6.2.2 PBG should have validity for a period as per End Customer RFP and shall be on back-to-back basis. The PBG may be discharged / returned by RailTel upon being satisfied that there has been due performance of the obligations of the PARTNER under the contract. However, no interest shall be payable on the PBG. In the event, PARTNER being unable to service the contract for whatsoever reason, RailTel would invoke the PBG at its discern. Notwithstanding and without prejudice to any rights whatsoever of RailTel under the contract in the matter, the proceeds of the PBG shall be payable to RailTel as compensation for any loss resulting from the 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.
- 6.2.3 RailTel shall also be entitled to make recoveries from the PARTNER's bills, PBG or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- 6.2.4 If the service period gets extended by virtue of extension of same by End Customer, PBG should also be extended accordingly.
- 6.2.5 During the contract period, RailTel may issue Purchase Order(s) for the additional services ordered by End Customer (in case) to RailTel.
- 6.2.6 In case the End 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.
- 6.2.7 In case End Customer has sought any other types of PBG in this contract at present or in future or else Integrity Pact PBG (presently or in future), same remain applicable on selected Partner/Consortium. The said PBG will be issued by Selected Partner from Scheduled Bank

favoring RailTel Corporation of India Limited. No Indemnity Bond in lieu of such PBG will be accepted by RailTel.

- 6.2.8** If, End Customer ask for submission for value more than 5%, same also needs to be submitted by the selected Partner /Consortium.

6.3 Insurance

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

6.4 Liquidity Damages (LD):

RailTel will levy the liquidated damages imposed by End Customer to partner on value terms back-to-back for the services/items under its SOR.

6.5 Delivery and Inspection:

6.5.1 Delivery, Installation and Commissioning Period: As per End Customer's RFP Terms from issue of LOI/LOA.

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

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

6.6 Provisional Acceptance Certificate (PAC)

As per Customer RFP.

6.7 Final Acceptance Certificate (FAC)

As per Customer RFP.

6.8 Pre – Contract Integrity Pact

This Eoi is covered under Pre – Contract Integrity Pact Program of RailTel and partners are required to sign the Pre – Contract Integrity Pact and submit the same to RailTel along with the bids. Eoi received without signed copy of the Pre – Contract Integrity Pact document shall be liable to be REJECTED.

6.9 Other Conditions:

Partner has to agree to comply with all scope of work and term and conditions including special term and condition, SLA and OEM technical & Financial documentation including Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP as mentioned below:

Tender Ref. No.	CEIT/RITU/RDSS/SCADA/DMS/SIA/2025-26/02
Date of floating	08/05/25
Floated on portal	https://etenders.kerala.gov.in

#Note: Depending on RailTel's business strategy RailTel may choose to work with Partner who is most likely to support in submitting a winning bid.

CHAPTER -7:
ANNEXURES

Annexure 1: Format for COVERING LETTER (to be submitted by sole partner/lead partner in case of consortium)

COVERING LETTER (To be on company letter head)

To,
The Principal Executive Director,
RailTel Corporation of India Ltd. 6A, 6th Floor,
Gumidelli Towers, Begumpet Airport Road,
Prakash Nagar Metro Station,
Begumpet, Hyderabad – 500016

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

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. 6A, 6th Floor,
Gumidelli Towers, Begumpet Airport Road,
Prakash Nagar Metro Station,
Begumpet, Hyderabad – 500016

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 RFP 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/lead partner in case of consortium after the receipt of corresponding payment from end customer by RailTel. Further we understand that in case selected sole partner/lead partner in case of consortium fails 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 sole partner/lead partner in case of consortium.
- 3) We agree to abide by all the technical, commercial & financial conditions of the end customer's RFP 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 RFP. We are hereby enclosing the arrangement of OEMs against each of the BOQ item quoted as mentioned end customer's RFP. 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 RFP terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Criteria as required in the end customer's RFP terms and conditions like technical certificates, OEM compliance documents.
- 7) We understand and agree that RailTel is intending to select sole partner/ consortium who is willing to accept all terms & conditions of end customer organization's RFP 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 Pre Bid Agreement and Non-Disclosure Agreement with RailTel on a non-judicial stamp paper of Rs. 100/- in the prescribed Format.
- 10) We undertake that we will not submit directly or indirectly out 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)

Authorized Signatory

Name & Designation

Annexure 3: Undertaking for not Being Blacklisted/Debarred

<On Company Letter Head>

**To,
The Principal Executive Director,
RailTel Corporation of India Ltd. 6A, 6th Floor,
Gumidelli Towers, Begumpet Airport Road,
Prakash Nagar Metro Station,
Begumpet, Hyderabad – 500016**

Subject: Undertaking for not Being Blacklisted/Debarred

We, Company Name _____x_, 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:

Annexure 3A - OEM has not been blacklisted
(To be submitted on the Letterhead of the responding agency)

**To,
The Principal Executive Director,
RailTel Corporation of India Ltd. 6A, 6th Floor,
Gumidelli Towers, Begumpet Airport Road,
Prakash Nagar Metro Station,
Begumpet, Hyderabad – 500016**

RFP Notification no. & date:

Subject: Self Declaration of Original Equipment Manufacturer (OEM) not been blacklisted in response to the RFP

Dear Sir/Madam,

We confirm that our company (OEM), __, is not blacklisted in any manner whatsoever by any of the State/UT and/or central government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice. It is further certified that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Yours very Truly,
Place:

OEM's Company Seal:
Date:

Authorized Signatory's Signature

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 Partner 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.**

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 ____, 2023 (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 unauthorised disclosure, but in no event shall a less than reasonable degree of care be exercised by either party.

2. DESIGNATION.

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

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

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

3. COOPERATION.

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

4. OWNERSHIP OF INFORMATION.

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

5. NO OBLIGATION.

Neither this Agreement nor the disclosure or receipt of Information hereunder shall be construed as creating any obligation of a Party to furnish Information to the other Party or to enter into any agreement, venture or relationship with the other Party.

6. RETURN OR DESTRUCTION OF INFORMATION.

(a) All Information shall remain to 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
Name:
Title:

By
Name:
Title:

Witnesses

Annexure-6: EMD (as BG) Format

BG NO:
 ISSUANCE DATE: DD-MM-YYYY
 BG AMOUNT: Rs xxxxxxxx /-
 EXPIRY DATE: xx.xx.xxxx

CLAIM EXPIRY DATE : xx-
 mmm-xx

In consideration of the RailTel Corporation of India Limited, (CIN: L64202DL2000GOI107905) having its registered office at Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi - 110023 (Here in after called RailTel) having agreed to exempt Partner Name (CIN:) having its registered office at Partner's address (Here in after called "the said Contractor(s)") from the demand, under the terms and conditions of EOI NO. made between RailTel Corporation of India Limited and Partner Name for (here in after called "the said Agreement") of security deposit for the due fulfilment by the said contractor (s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs. /- (In Words).

We, Bank Name a banking company incorporated under the Companies Act, 1956 and carrying on Banking Business under The Banking Regulation Act, 1949 and having its Registered Office at Bank's Address and its Central office at Bank's Corporate Office Address (indicate the name of the Bank) here in after referred to as "the Bank") at the request of Partner's Name Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs /- (In Words) 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 said Contractor(s) of any of the terms or conditions contained in the said Agreement.

We, Bank Name do here by undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount as claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any terms and conditions contained in the said Agreement or by 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. /- (In Words).

We, Bank's Name 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's Name further agree that the Guarantee here in 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 discharge this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the DD-MM- YYYY (Claim Expiry Date.) We shall be discharged from all liability under this Guarantee thereafter.

We, Bank's Name further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the

terms and conditions of the Agreement or to extend time or to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

Bank's Name lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.

Date: DD-MM-YYYY

Place:

Annexure-7: MAF

MANUFACTURERS' AUTHORIZATION FORM

(To be obtained from OEM/Integrator lending their technical qualification to bidder)

Date: _____

DCB No.: _____

Invitation for Bid No.: _____

To: _____

WHEREAS.....who are official manufacturers of _____ having factories at _____ do hereby authorize _____ to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us _____ and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause E (25 to 29) of the General Conditions of Contract, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

Name_

In the capacity of: ____

Signed_

Duly authorized to sign the Authorization for and on behalf of ____

Annexure-8: Consortium Format

(---Deleted---)

Annexure 9 - Self declaration of not be under Ineligibility for corrupt and fraudulent practice

(To be submitted on the letterhead of the Partner)

To,
The Principal Executive Director,
RailTel Corporation of India Ltd. 6A, 6th Floor,
Gumidelli Towers, Begumpet Airport Road,
Prakash Nagar Metro Station,
Begumpet, Hyderabad – 500016

Ref: RFP No " _____ "

Sub: _____

Dear Sir/Madam, We have examined the RFP document, we, the undersigned, herewith submit our RFP in response to your RFP no. _____ dated _____ for _____

- I. We have read the provisions of the RFP document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our RFP shall not be given effect to.
- II. We agree to abide by this RFP, consisting of this letter, the detailed response to the RFP and all attachments, for a period of 180 days from the date of submission of the bid.
- III. We would like to declare that we are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
- IV. We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.
- V. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.
- VI. We understand you are not bound to shortlist / accept any RFP you receive.

Sincerely,

Signature of Authorized Signatory and Seal of the Partner Name:

Designation:

Date:

Annexure 10 - Proposed Manpower Details

Deleted

Annexure 11 – Land Border Clause Declaration

To,
The Principal Executive Director,
RailTel Corporation of India Ltd. 6A, 6th Floor,
Gumidelli Towers, Begumpet Airport Road,
Prakash Nagar Metro Station,
Begumpet, Hyderabad – 500016

Tender Reference No. :

Sub: Undertaking of Rule 144 (xi) in the General Finance Rules (GFR)-2017 bearing reference number: F. No.6/18/2019-PPD dated 23.07.2020 published by Ministry of Finance, Dept. of Expenditure, Public Procurement Division.

Dear Sir,

We, (Name/ Address) have read the clause regarding restriction on procurement from a partner of a country which shares a land border with India. We certify that our quoted product and our company are not from such a country, or if from such a country, our quoted product and our company have been registered with competent authority. We hereby certify that these quoted products and our company fulfils all requirements in this regard and is eligible to be considered for procurement for Bid.

For

(Designation with seal)

Annexure 12 – Pre – Contract Integrity Pact

(To be signed on Non-Judicial Stamp Paper of Rs. 100/-) (To be submitted as part of technical bid)

Integrity Pact for EOI No.:

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 for ... The 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 tender process and the execution of the contract for compliance with the principles mentioned above.

The following eminent personalities have been appointed as Independent External Monitors (IEMs) by CVC for the period of three years w.e.f 25.09.2022, for effective implementation & monitoring of Integrity Pact.

NAME	CONTACT
Shri. Vinit Kumar Jayaswal	Add: E-34, Brahma Apartments, Plot-7, Sector-7, Dwarka, New Delhi-110075. E-Mail: gkvinit@gmail.com M.No. +91-9871893484
Shri. Punati Sridhar	Add: 8C, Block 4, 14-C Cross, MCHS Colony, HSR 6th Sector, Bangaluru 560102. E-Mail: poonatis@gmail.com M.No. +91-9448105097

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:-

- No employee of the Principal, personally or through family members, will in connection with the tender 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.
- The Principal will during the tender process treat all Partner(s) with equity and reason. The Principal will in particular, before and during the tender 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.
- 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 tender 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 tender 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 tender 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. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure A.

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 tender 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 tender 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 tender 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 tender process.

2. If the partner makes incorrect statement on this subject, he can be disqualified from the tender 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 tender 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 provide to Independent Directors on the RailTel Board.
8. If the Monitor has reported to the CMD, RailTel, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, RailTel has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

Section 9: Pact Duration

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

Annexure-A of INTEGRITY PACT**GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

1.0 There shall be compulsory registration of agents for all global (Open) 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 of INTEGRITY PACT**GUIDELINES ON BANNING OF BUSINESS DEALINGS CONTENTS**

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 Dealing
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 Willful 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 along with all the relevant papers and documents except for banning of business dealings with Foreign Suppliers of imported items.

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

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

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

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

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 misbehaviour 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) Forex one rating the Agency if the charges are not established.
- b) For removing the Agency from the list of approved Suppliers/ Contractors, etc.
- c) For banning the business dealing with the Agency.

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.

**Annexure 13 PROFORMA FOR “NIL DEVIATION COMPLIANCE UNDERTAKING”
(To be signed by the Bidder)**

To,
The Principal Executive Director,
RailTel Corporation of India Ltd. 6A, 6th Floor,
Gumidelli Towers, Begumpet Airport Road,
Prakash Nagar Metro Station,
Begumpet, Hyderabad – 500016

Eol Reference No.:

Sub: NIL Deviation Compliance

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

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

Seal and signature of the bidder

Place:

Date:

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

Annexure 14 - Price Proposal Submission Sheet

Date: _____

DCB No.: _____

Invitation for Bid No.: _____

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No. (if any): _____
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule, the following Goods and Related Services: _____
- (c) The total price of our Bid is quoted in online tendering portal. Our quoted prices are inclusive of all taxes and duties incl GST (*Utility to check compatibility of the tendering portal regarding GST*).
- (d) We have uploaded the Price Schedules as per the formats provided. (BoQ in EXCEL format and Price schedule : C3)

Name _____

In the capacity of _____

Signed _____

authorized to sign the Bid for and on behalf of _____

Date _____

Annexure-15

Format of Power of Attorney of designated Bid Signatory by sole bidder/ leadjoint venture member

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution.]

Know all men by these presents, we [Insert name and address of the registered

office of the Lead Consortium Member of the Bidding Consortium/ Sole Bidder] do hereby constitute, appoint,

nominate and authorize Mr./Ms. [Insert name and residential address], who is presently employed with us and holding the position of as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid in response to RFB/ Tender No. [RFB/ Tender Details] for [Insert name of Package/ Contract title] (the "Project") issued by [Utility], including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which Utility may require us to submit. The aforesaid attorney is further authorized for making representations to Utility, and providing information / responses to Utility, representing us in all matters before Utility, and generally dealing with Utility in all matters in connection with our Bid till the completion of the bidding process as per the terms of the IFB.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us. All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFB

Signed by the within named [Insert the name of the executant company] through the hand of Mr./ Mrs.duly authorized by the Board/ Owner to issue such Power of Attorney dated this day of

Accepted

..... (Signature of Attorney)

[Insert Name, designation and address of the Attorney]

Attested

.....

(Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

Common seal ofhas been affixed in my/our presence pursuant to Board of Director's Resolution

dated.... / Owner

1. WITNESS 1(Signature)

Name

Designation.....

2. WITNESS 2(Signature)

Name

Designation_

Notes:

- a. The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s).
- b. In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.
- c. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favor of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

Annexure-16

Manufacturer's/Integrator's Authorisation / Declaration Form
(To be obtained from OEM/Integrator lending their technical qualification to Bidder)

Date: _
DCB No.: ____
Invitation for Bid No.: ____

To:
Chief Engineer (IT, CR & CAPS)
Kerala State Electricity Board Limited
[Insert Address]

We, __, being the official SCADA Integrator / OEM of _____, having our registered office at _____, do hereby authorize _____, having their office at _____, to submit a bid in response to the above-referenced Invitation for Bids (IFB), for the purpose of offering the services/products provided by us.

We confirm that we will provide our full technical and functional support as per the General Conditions of Contract with respect to the goods and services proposed to be offered by the above firm.

We further undertake to:

1. Provide our qualifying technical experience (QT1) to the above bidder to enable their participation in the SCADA/DMS tender.

We also acknowledge the clause pertaining to the supply of goods by us, as detailed in FORM-4 (applicable to OEMs only).

Authorized Signatory

Name: ____
Designation: ____
Signature: ____
Company Seal: ____

Duly authorized to sign this Manufacturer's / Integrator's Authorisation on behalf of [Name of OEM/Integrator]

Note: Strike off whichever is not applicable.