

**RAILTEL CORPORATION OF INDIA LIMITED**  
(A Govt. of India Undertaking)

**Expression of Interest for Selection of Partner  
from Empaneled Business Associate for EXCLUSIVE PRE-BID BACKUP  
IMPLEMENTATION PARTNER**

**For**

**“Supply of Musical Instruments & Band Equipment with Hybrid Training”**

**EOI No: RailTel/EOI/COMKTG/EB/MIBE/2025-26/01 dated 2<sup>nd</sup> July 2025**

## EOI NOTICE

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

**EOI Notice No: RailTel/EOI/COMKTG/EB/MIBE/2025-26/01 dated 2<sup>nd</sup> July 2025**

RailTel Corporation of India Ltd., (here after referred to as “RailTel”) invites EOIs from RailTel's Empaneled Partners for the selection of suitable partner for Exclusive pre bid backup implementation for **“Supply of Musical Instruments & Band Equipment with Hybrid Training”**.

The details are as under:

1	Last date for submission of Technical Packet against EOIs by bidders	04 <sup>th</sup> July 2025 at 13:00 Hours
2	Opening of Technical Bid of EOIs	04 <sup>th</sup> July 2025 at 13:15 Hours
3	Number of copies to be submitted for scope of work	One
4	EOI fees inclusive tax (Non-refundable)	Rs. 5,900/- (Five Thousand only)
5	Token EOI EMD	<p>Rs. 10,00,000/- (Ten Lakhs Only) to be submitted along with EOI</p> <p><b>(To be submitted via online bank transfer only).</b></p> <p>RailTel Bank Details: Union Bank of India, Account No. 340601010050446, IFSC Code - UBIN0534064.</p> <p>Partner needs to share the online payment transfer details like UTR No. date and Bank along with the proposal.</p>
6	Balance EMD (To be submitted by the shortlisted Business Associate to be intimated later)	<p>Balance EMD for Rs. 2,40,00,000/- (Rupees Two Crores Forty Lakhs only).</p> <p>To be submitted by shortlisted Business Associate, in the form of BG/ Surety Bond / online transfer before RailTel submit its bid to the end customer.</p> <p><b>i) In Case of Balance EMD is submitted in the form of Bank Guarantee/ Surety Bond :</b> The validity : Bid validity period (180 days) + 2 months and claim period of 1 year from BG expiry</p>

		<p>period.</p> <p>(SFMS report guidelines: -</p> <p>BG advising message – IFN 760COV/ IFN 767COV via SFMS</p> <ul style="list-style-type: none"> <li>• To mandatory send the Cover message at the time of BG issuance.</li> <li>• IFSC Code of ICICI Bank to be used (ICIC0000007).</li> <li>• Mention the unique reference (RAILTEL6103) in field 7037.)</li> </ul> <p><b>ii) In case Balance EMD is submitted through Online Transfer, the same may be transferred in the following Bank Account.</b></p> <p>RailTel Bank Details: Union Bank of India, Account No. 340601010050446, IFSC Code - UBIN0534064.</p> <p>Partner needs to share the online payment transfer details like UTR No. date and Bank along with the proposal.</p>
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Eligible Business Associates are required to direct all communications related to this Invitation for EOI document, through the following Nominated Point of Contact persons:

Contact: Sh. Shashi Uppal  
Designation: GM/EB  
Email: [Shashi\\_uppal@railtelindia.com](mailto:Shashi_uppal@railtelindia.com)

Contact: Sh. Sandeep Kumar Sharma  
Designation: GM/Fin  
Email: [sandeep@railtelindia.com](mailto:sandeep@railtelindia.com)

Contact: Sh. Himanshu Kumar  
Designation: GM/NTP  
Email: [himanshu@railtelindia.com](mailto:himanshu@railtelindia.com)

**Note:**

1. Empaneled partners are required to submit a soft copy of the technical packet through an e-mail at [eb.rfp@railtelindia.com](mailto:eb.rfp@railtelindia.com) duly signed by Authorized Signatories with Company seal and stamp.
2. The EOI response is invited from eligible **Empaneled Partners of RailTel only.**
3. All the documents must be submitted with **proper indexing** and **page no.**
4. This is an **exclusive pre-bid partnership arrangement with an empaneled business**

**associate of RailTel for participating in the end customer RFP.** The selected partner's authorized signatory has to give an undertaking they will not submit directly or indirectly their bids and techno-commercial solution/association with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to the end customer organization by RailTel). This undertaking has to be given with this EOI Response.

5. **Transfer and Sub-letting.** The Business Associate has no right to give, bargain, sell, assign, or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

## 1. Introduction about RailTel

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

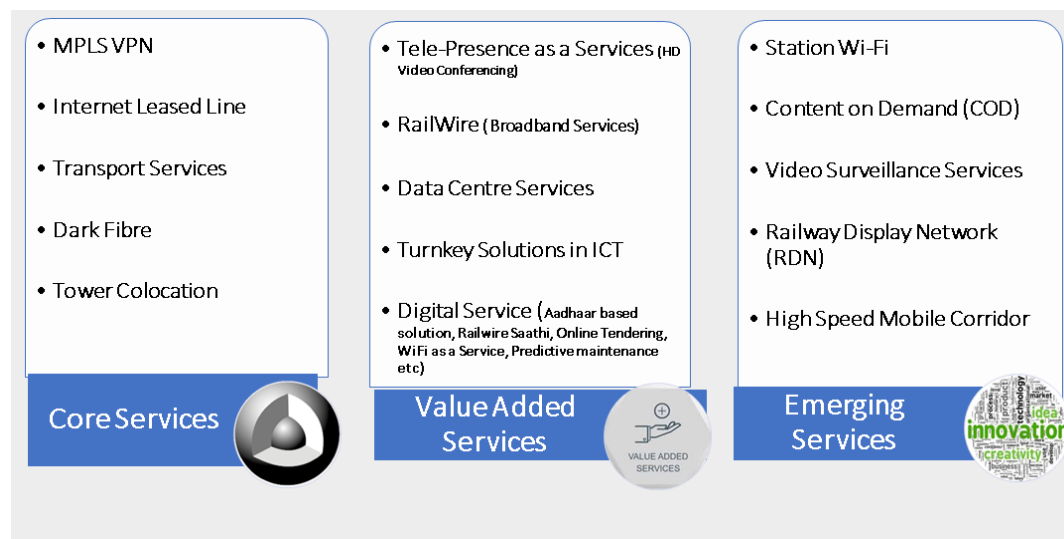
RailTel has approximately 61000 kms of OFC along the protected Railway tracks. The transport network is built on high-capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon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

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

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

### Licenses & Service portfolio:

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



**a) Carrier Services**

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

**b) Enterprise Services**

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

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

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

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

**e) Retail Services – RailWire**

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

maintaining broadband services and up to 66% of the total revenues earned are shared to these local entrepreneurs in the state, generating jobs and revitalizing local economies. On date RailTel is serving approx. 5,70,000 subscribers on PAN Indian basis. RailTel can provide broadband service across– Government PSU or any organization's officers colonies and residences.

## **2. Project Background and Objective of EOI**

RailTel intends to participate in RFP floated by end Customer organization for **“Supply of Musical Instruments & Band Equipment with Hybrid Training”** with end customer Tender Ref. No.: BEPC/MI&BE/2025-26/2650, Dated 16.06.2025.

RailTel invites EOIs from RailTel's Empaneled Partners for the selection of suitable partner for participating in below mentioned work for the agreed scope work. The empaneled partner is expected to have excellent execution capability and good understanding customer local environment.

## **3. Scope of Work:**

RailTel intends to participate in **RFP floated** by end Customer organization for **“Supply of Musical Instruments & Band Equipment with Hybrid Training”**.

The brief scope of work is provided below for reference: -

- I. Musical Instruments for Upper Primary Schools (up to Class VIII) - 68563
- II. Musical Instruments for Secondary / Senior Secondary Schools (up to Class XIII) - 9293
- III. Band Equipment – 537
- IV. Video Manuals on the usage of Equipment
- V. Inventory Management System
- VI. Learning Management System
- VII. Distribution Tracking System.
- VIII. Detailed specification and scope are mentioned in **Appendix-A**.

The above scope of work is indicative and the detailed scope of work is given in the end customer tender documents Tender Ref. No.: BEPC/MI&BE/2025-26/2650, Dated 16.06.2025 and Corrigendum No. BEPC/MI&BE/2025-26/2923 dated 01.07.2025 with latest amendments and clarifications.

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

Business associate can participate as a sole bidder or in consortium with maximum one partner.

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

#### 4. Response to EOI guidelines

##### 4.1 Language of Proposals

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

##### 4.2 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 before selecting the partner, without thereby incurring any liability to the affected bidder or Business Associate or without any obligation to inform the affected bidder or bidders about the grounds for RailTel's action.

##### 4.3 EOI response Document

The bidder 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 bidder's risk and may result in rejection of its bid without any further reference to the bidder.

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

##### 4.4 Period of Validity of Bids and Bid Currency

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

##### 4.5 Bidding Process

**The bidding process as defined in para 4.10 & 6.**

##### 4.6 Bid Earnest Money (EMD)

**4.6.1** The Business Associate shall furnish a sum as given in EOI Notice via online transfer from any scheduled bank in India in favor of "RailTel Corporation of India Limited" along with the offer. This will be called **EOI EMD**.

**4.6.2** Offers not accompanied by valid EOI Earnest Money Deposit shall be summarily rejected.

**4.6.3** In case of Bidder's offer is selected for bidding, bidder has to furnish Balance Earnest Money Deposit (EMD) for the bid to RailTel for the amount as mentioned in this EOI Notice. The selected Business Associate shall have to submit balance EMD amount in proportion to the quoted value/scope of work to RailTel before submission of bid to end customer.



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

4.6.5 **Return of EMD for successful Business Associate:** EOI-EMD & Earnest Money Deposit (balance proportionate EMD) if applicable of the successful bidder 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. 4.7) from Business Associate whichever is later.

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

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

4.6.6.2 In case of non-submission of SD/PBG (as per clause no. 4.7) leads to forfeiture of EOI EMD, EMD (balance EMD) if applicable and or suitable action as prescribed in the EMD Declaration shall be initiated as applicable.

4.7 Security Deposit / Performance Bank Guarantee (PBG)

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

4.7.2 As per work share arrangements agreed between RailTel and Business Associate the PBG will be proportionately decided and submitted by the selected Business Associate.

4.8 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.

4.9 Modification and/or Withdrawal of EOI response

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

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

The successful Business Associate will not be allowed to withdraw or back out from the response commitments. In case of withdrawal or back out by the successful business associate, the Earnest Money Deposit shall be forfeited and all interests/claims of such Business Associate shall be deemed as foreclosed.

4.10 Details of Financial bid for the above-referred tender

Business Associate meeting eligibility criteria will be selected for financial bid opening.

Business Associate 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 will be prepared jointly with the selected Business Associate so that the optimal bid can be put with a good chance of winning the Tender.

#### 4.11 Clarification of EOI Response

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

#### 4.12 Period of Association/Validity of Agreement

RailTel will enter into a pre-bid agreement with selected bidder with detailed Terms and conditions.

### 5. Eligibility Criteria for Bidding Business Partner of RailTel

S No.	Particulars	Criteria for Tender Package
		(Mandatory Compliance & Document Submission)
<b>A)</b>	<b>Financial Conditions</b>	
i)	Sole partner/all consortium members should be registered under Companies Act, 1956 or Companies Act 2013 or as amended and should have at least 5 years of operations in India as on bid submission date.	<ol style="list-style-type: none"> <li>1. Certificate of Incorporation</li> <li>2. GST Registration</li> <li>3. PAN Card</li> </ol>
ii)	Bidder(Sole Partner/ Consortium Partner) should have combined cumulative turnover of at least <b>INR 325 Cr.</b> for last three years (FY 21-22, 22-23, 23-24).	Turnover Certificate issued by the Chartered Accountant. Certificate should contain UDIN no. issued by ICAI.
iii)	Bidder(Sole Partner/ Consortium Partner) should also have a positive net worth in the last 3 financial years (21-22, 22-23, 23-24).	<b>Positive Net Worth Certificate</b> issued by the CA for the last three financial years (21-22, 22-23, 23-24). Certificate should contain UDIN no. issued by ICAI.
<b>B)</b>	<b>Technical Conditions</b>	
iv (a)	<p>Bidder/ consortium partner should have experience of successful implementation of similar project(s) in Central/State Government/ Govt. undertakings/ UT's/Autonomous Bodies in India as:</p> <p>One project of value of <b>Rs. 125 Cr.</b> or</p>	Documentary evidence such as: Work Order copy & Certificate from Customer/ or CA Certificate for services/supply/ Payments received against the project along with Customer's purchase orders/ work orders etc. for ongoing/ completed project.

<b>S</b> <b>No.</b>	<b>Particulars</b>	<b>Criteria for Tender Package</b>
		(Mandatory Compliance & Document Submission)
	Two projects having minimum value of <b>Rs 65 Cr</b> each. or Three projects of value of Rs. <b>45 Cr</b> each.  Similar projects would be Supply of musical instruments/ Educational Kits/ Teaching Learning Materials POs in last three years as on date of bid submission.	
iv (b)	Bidder/consortium partner should have experience in the supply of similar assignments in minimum 10000 schools along with supply monitoring software in a single PO under State or Central Government in the last 3 years as on as on date of bid submission.	Documentary evidence such as: Certificate from Customer/ or CA Certificate for services/supply/ Payments received against the project along with Customer's purchase orders/ work orders etc. for ongoing/ completed project.
iv (c)	Bidder/ consortium partner should have experience in the supply of similar assignments to minimum 15 Lakh students along with supply monitoring software in a single PO under State or Central Government in the last 3 years as on as on date of bid submission.	Documentary evidence such as: Certificate from Customer/ or CA Certificate for services/supply/ Payments received against the project along with Customer's purchase orders/ work orders etc. for ongoing/ completed project
v)	Bidder/ consortium partner shall have at least 50 technical personnel on its payroll.	Undertaking from authorized signatory or HR Head of the Company on its letter head.
vi)	Bidder/ consortium partner should have following certificates: -  1. ISO-9001 Certificate 2. CMMI ML3 or above Certificate	Copy of valid Certificates.  CMMI certificate should be available on <a href="https://cmminstitute.com/pars">https://cmminstitute.com/pars</a>
<b>C)</b>	<b>Annexures</b>	
vii)	<b>Annexure 1</b>	<b>Covering Letter:</b> Self-certification duly signed by authorized signatory on company letter head.
viii)	<b>Annexure 2</b>	The Bidder should agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted.
		Self-certification duly signed by authorized signatory on company letter head.
ix)	<b>Annexure 3</b>	An undertaking signed by the Authorized Signatory of the company to be provided on letter head. The Bidder should not have been blacklisted/debarred by any Governmental/ Non-Governmental Organization in India as on bid submission date.

<b>S</b> <b>No.</b>	<b>Particulars</b>	<b>Criteria for Tender Package</b>
		(Mandatory Compliance & Document Submission)
x)	<b>Annexure-4</b>	Format for Affidavit to be uploaded by bidder with the tender documents.
xi)	<b>Annexure-5</b>	Non-disclosure agreement with RailTel.
xii)	Power of Attorney	Bidder need to provide Power of Attorney and Board Resolution in favour of one of its employees who will sign the Bid Documents.
xiii)	Additional Documents to be Submitted	Technical Proposal with overview of the project with strength of the Partner.
xiv)	Presentation	Bidder need to show the demo of all items at RailTel office during technical evaluation of the bid. Date & Time will be shared to the bidder after technical bid opening.
xv)	Product samples	Bidder need to provide undertaking for submitting the Samples as per specifications in Appendix-A (i.e. 1 set)
xvi)	Test Reports	Bidder need to submit the test reports issued by NABL Accredited Lab for all the items. Test Reports should not be older than 16 <sup>th</sup> June 2025.
xvi)	MAF	Bidder must provide MAF for Musical Instruments and Band Equipment on bid submission date and should give an undertaking to submit the remaining of the MAF before end client bid submission date.
xvii)	<b>Annexure-6</b>	EMD (as BG) Format
xvii)	<b>Annexure-7</b>	Surety Bond Format
xix)	<b>Annexure-8</b>	<b>Price Bid Format (BOQ) (Financial Bid) with password protected PDF.</b>

## 6. Bidder's Profile

The bidder shall provide the information in the below table:

S. No.	ITEM	Details
1.	Full name of bidder'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 bidder'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 towhom 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	

## 7. Evaluation Criteria:

- 7.1 The Business Associates are first evaluated on the basis of the Eligibility Criteria as per clause 5 above.
- 7.2 The Business Associate 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.
- 7.3 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 Business associate as per RailTel policy for shortlisting partner against this EOI.
- 7.4 All General requirement mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable.
- 7.5 In order to meet customer's delivery timelines/urgency or for any other reasons, RailTel reserves the right to split the order subject to matching the L1 price and approved product by end customer among L1 & L2 bidders.

## 8. Payment terms

- 8.1 RailTel shall make payment to selected Business Associate after receiving payment from Customer for the agreed scope of work. In case of any penalty or deduction made by customer for the portion of work to be done by BA, same shall be passed on to Business

Associate.

- 8.2 All payments by RailTel to the Partner will be made after the receipt of payment by RailTel from end Customer organization.

## **9 SLA**

The selected bidder will be required to adhere to the SLA matrix as defined in the end Customer organization tender for his scope of work and the SLA breach penalty will be applicable proportionately on the selected bidder, 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 proportionately based on its scope of work.

**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.**

## **Annexure 1: Format for COVERING LETTER**

COVERING LETTER (To be on company letterhead)

To,

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

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,

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

Dear Sir,

### **Sub: Self Certificate for Tender, Technical & other compliance**

- 1) Having examined the Technical specifications mentioned in this EOI & end customer tender, we hereby confirm that we meet all specifications.
- 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 partner after the receipt of corresponding payment from end customer by RailTel. Further we understand that in case selected partner 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 partner. 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.
- 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 partner 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 the scope of work where RailTel has competence.
- 8) We hereby agree to submit that in case of being selected by RailTel as the partner for the proposed project (for which EOI is submitted), we will submit all the forms, appendix, relevant documents etc.



to RailTel that are required and desired by end Customer well before the bid submission date and as and when required.

- 9) We hereby undertake to sign the 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 solutions/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,

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

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

We, Company Name, having its registered office at Address

hereby declares that that the Company has not been blacklisted/debarred by any  
Governmental/ Non-Governmental organization in India for past 3 Years as on bid submission date.

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Bidder's Company Seal:

#### **Annexure 4: Format of Affidavit**

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

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

1. I/we the BA (s), am/are signing this document after carefully reading the contents.
2. I/we the BA(s) also accept all the conditions of the EOI and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the EOI documents from RailTel website [www.railtelindia.com](http://www.railtelindia.com). I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the EOI document. In case of any discrepancy noticed at any stage i.e. evaluation of EOI, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the EOI by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of EOI, it shall lead to forfeiture of the EOI EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the BA)\*\*.....and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT  
SEAL AND SIGNATURE  
OF THE BA

VERIFICATION

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

DEPONENT  
SEAL AND SIGNATURE  
OF THE BA

Place:

Dated:

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

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

**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (this “**Agreement**”) is made and entered into on this \_\_\_\_ day of \_\_\_\_, 2021 (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 the sole property of Disclosing Party and all materials containing any such Information (including all copies made by Receiving Party) and its Representatives shall be returned or destroyed by Receiving Party immediately upon the earlier of:

(i) termination of this Agreement;

(ii) expiration of this Agreement; or

(iii) Receiving Party's determination that it no longer has a need for such Information.

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

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

## 8. **Notice.**

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

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

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

### **RailTel Corporation of India limited:**

Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

\_\_\_\_\_:

Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

## 9. **Term, Termination and Survivability.**

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

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

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

- (i) In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and
- (ii) not apply to any materials or information disclosed to it thereafter.

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

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

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

**13. Settlement of Disputes:**

- a) The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.
- b) In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.
- c) The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the parties.

**14. CONFIDENTIALITY OF NEGOTIATIONS**

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

**15. REPRESENTATION**

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

**16. ASSIGNMENT**

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



## **17. EMPLOYEES AND OTHERS**

Each Party shall advise its Representatives, contractors, subcontractors and licensees, and shall require its Affiliates to advise their Representatives, contractors, subcontractors and licensees, of the obligations of confidentiality and non-use under this Agreement, and shall be responsible for ensuring compliance by its and its Affiliates' Representatives, contractors, subcontractors and licensees with such obligations. In addition, each Party shall require all persons and entities who are not employees of a Party and who are provided access to the Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions no less stringent than those set forth in this Agreement. Each Party shall promptly notify the other Party in writing upon learning of any unauthorized disclosure or use of the Confidential Information by such persons or entities.

## **18. NO LICENSE**

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

## **19. RELATIONSHIP BETWEEN PARTIES:**

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

## **20: UNPULISHED PRICE SENSITIVE INFORMATION (UPSI)**

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

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

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

\_\_\_\_\_:

**RailTel Corporation of India Limited:**

By\_\_\_\_\_

Name:

Title:

Witnesses

By\_\_\_\_\_

Name:

Title:

## Annexure-6: EMD (as BG) Format

**BG NO** :  
**ISSUANCE DATE** : DD-MM-YYYY  
**BG AMOUNT** : Rs xxxxxxxx /-  
**EXPIRY DATE** : DD-MM-YYYY  
**CLAIM EXPIRY DATE** : DD-MM-YYYY

In consideration of the **RailTel Corporation of India Limited**, (CIN: L64202DL2000GOI107905) having its registered office at Plate-A, 6<sup>th</sup> 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 not with standing 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 **RaiITel** in writing.

**Date : DD-MM-YYYY**

**Place :**

\*\*\*\*\*

## Annexure-7: Surety Bond Format

### Surety Bond for BID Security

B.G. No.....Dated:.....

1. In consideration of YOU, \*\*, (hereinafter referred to as the "RCIL", which expression shall, **unless it be repugnant to the subject or context thereof, include its, successors and assigns**) having agreed to receive the

BID of ..... (a company registered under Companies Act, 1956/2013) and having its registered office at..... New Delhi (and acting on behalf of its Consortium) (hereinafter referred to

as the "Bidder" which expression shall, **unless it be repugnant to the subject or context thereof, include its/their executors, administrators, successors and assigns**), for the\*\* \*\* Project on..... (Hereinafter referred to as "the Project") pursuant to the RFP Document dated

Issued in respect of

the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the **Surety Insurer**) having our registered office

at ..... and one of its branches at .....(hereinafter referred to as the "**Surety Insurer**"), at the request of the Bidder, do hereby in terms of Clause 1.2.10 read with Clause 2:20 of the RFP Document, irrevocably, unconditionally and without reservation, guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and

. \*unconditionally and irrevocably undertake to pay forthwith to the "RCIL" an amount of Rs

(Rs. \*\* \*\*only) (hereinafter referred to as the "Surety Bond")) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the "RCIL" stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents, shall be final, conclusive and binding on the **Surety Insurer**.

3. We, the **Surety Insurer**, do hereby unconditionally undertake to pay the amounts due and payable under this Surety Bond without any demur, reservation, recourse, contest or

Bidder or any other person and irrespective of whether the claim of the "RCIL" is disputed by the Bidder or not, **protest and without any reference to the merely on the first demand from**

the "RCIL" stating that the amount claimed is due to the "RCIL" by reason of **failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its BID open during the BID validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Surety Insurer shall be conclusive as regards amount due and payable by the Surety Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding Rs. \*\* \*(Rupees\*\* \*\* only).**

4. This Surety Bond shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the BID Due Date Inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the RCIL and the

Bidder, and agreed to by the *Surety Insurer*, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.

5. We, the *Surety Insurer*, further agree that the RCIL shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents, and the decision of the RCIL that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the RCIL and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the *Surety Insurer* or any absorption, merger or amalgamation of the Bidder or the *Surety Insurer* with any other person.
7. In order to give full effect to this Surety Bond, the RCIL shall be entitled to treat the *Surety Insurer* as the principal debtor. The RCIL shall have the fullest liberty without affecting in any way the liability of the *Surety Insurer* under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the BIDs or the BID validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time or from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the RCIL, and the *Surety Insurer* shall not be released from its liability under these presents by any exercise by the RCIL of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the RCIL or any indulgence by the RCIL to the said Bidder or by any change in the constitution of the RCIL or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the *Surety Insurer* from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the *Surety Insurer* and sent by courier or by certified e-mail to the *Surety Insurer* at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name *Surety Insurer* along with branch address) and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the RCIL to proceed against the said Bidder before proceeding against the *Surety Insurer* and the Surety Bond herein contained shall be enforceable against the *Surety Insurer*, notwithstanding any other security which the RCIL may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the *Surety Insurer* hereunder, be outstanding or unrealised.
11. We, the *Surety Insurer*, further undertake not to revoke this Surety Bond during its currency period except with the previous express consent of the RCIL in writing.
12. The *Surety Insurer* has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute

this Surety Bond for and on behalf of the *Surety Insurer*.

13. For the avoidance of doubt, the *Surety Insurer's* liability under this *Surety Bond* shall be restricted to Rs. \*\*\* crore (Rupees \*\*\* \*\*\* crore only). The *Surety Insurer* shall be liable to pay the said amount or any part thereof only if the RCIL serves a written claim on the *Surety Insurer* in accordance with paragraph 9 hereof, on or before [\*\*\* (indicate date falling 180 days after the BID Due Date)].

14. This Surety Bond shall also be operable at our Branch at New Delhi, from whom, confirmation

regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

15. The Insurance Surety Bond shall be verified from the branch concerned/ specific portal created for this purpose.

Signed and sealed this ..... day of ....., 20..... at ..... ..

**SIGNED, SEALED AND DELIVERED**

For and on behalf of the Surety Insurer by:

(Signature) (Name) (Designation) (Code Number) (Address)

**NOTES:**

- i. The Surety Bond should contain the name, designation and code number of the officer(s) signing the Surety Bond.
- ii. The address, telephone number and other details of the head office of the Surety Insurer as well as of issuing branch should be mentioned on the covering letter of issuing branch.

**Annexure-8: Price Bid Format (BOQ) (Financial Bid) with password protected PDF.**

S. No.	Item Description	Total Schools	Rate Per School	GST	Total Price per School Including GST
			A	B	C=A+B
1	Musical Instruments for Elementary Schools (up to Class VIII)	68563			
2	Musical Instruments for Secondary / Senior Secondary Schools (up to Class XIII)	9293			
3	Band Equipment's	537			
	Grand Total				

**Note: -**

- All the above price would be in INR only.
- The bidder has to compulsorily quote for all items failing which bid is liable to be rejected.
- GST shall be payable on applicable Items only at prevailing rates.
- The bid price should include all taxes and levies.
- Any conditional bid would be rejected.
- The above pricing should be inclusive of video manuals, Inventory Management software, Learning Management software and Distribution Tracking Software.



## **Appendix 1:**

### **SCOPE OF WORK**

#### **Introduction:**

The integration of music instruments and band equipment's within the school ecosystem is essential for fostering holistic development of students. In line with national educational goals and the emphasis on co-curricular activities under NEP 2020, there is an urgent need to equip schools with quality musical instruments and band equipment.

This project aims to bridge that gap by ensuring the provision of standardized musical instruments and band equipment's to government schools. It shall empower schools to conduct structured music sessions, promote cultural programs, and enable the formation of school bands for ceremonial events and competitions.

#### **Importance of Music Instruments and Band Equipment in Education:**

##### **1. Enhances Cognitive Development:**

- Learning music improves memory, attention span, and spatial-temporal skills.
- Playing instruments stimulates brain regions associated with mathematics, reading, and emotional development.

##### **2. Boosts Creativity and Expression:**

- Music offers students a medium for self-expression, imagination, and innovation.
- Encourages experimentation and individual artistic identity.

##### **3. Improves Discipline and Teamwork:**

- Band practice requires synchronization, punctuality, and teamwork, fostering discipline.
- Students learn to listen to others and collaborate toward a common musical goal.

##### **4. Promotes Cultural Awareness:**

- Exposure to both classical and modern instruments nurtures respect for cultural diversity.
- Helps preserve traditional music while embracing contemporary styles.

##### **5. Encourages Emotional Well-being:**

- Music is a proven tool for stress relief and emotional regulation.
- It builds confidence and supports mental health in a safe, engaging environment.

##### **6. Prepares for Public Performances and Events:**

- School bands are integral to national festivals, parades, and inter-school competitions.
- Regular practice with band equipment readies students for community and school representation.

Providing music instruments and band equipment to schools in Bihar would bring significant and wide-reaching benefits, especially in under-resourced communities. These investments can support equity, education, and community development as below:

- Enhances cognitive skills: Playing instruments strengthens memory, attention, and problem-solving abilities.
- Improves discipline and time management: Learning an instrument requires practice and

perseverance, translating to better academic habits.

- Encourages teamwork: Band participation teaches collaboration, listening, and working toward common goals.
- Increases student engagement: Music programs can make school more enjoyable, encouraging regular attendance.
- Exposes students to diverse cultures: Music from around the world promotes understanding and appreciation of different traditions.
- Strengthens school identity: Marching bands and performances at events create a sense of pride and unity.







### **Bill of Material**




Sl.	Description	Qty (No. of Schools)
1	Musical Instruments for Upper Primary Schools (upto Class VIII)	68563
2	Musical Instruments for Secondary/ Senior Secondary Schools (upto Class XII)	9293
3	Band Equipment	537
4	Video Manuals on the usage of Equipment	
5	Inventory Management System	
6	Learning Management System	
7	Distribution Tracking Software	

### **Detailed Specifications:**






#### **1. Musical Instruments for Elementary Schools (up to Class VIII) (No. of Schools: 68653)**






Sr. No.	Name	Image	Specs	Qty
1	Tabla Set		Pair Made of Metal + wood; Metal Tabla, Dia 7 Inches, Wooden Tabla Dia 5-6 inches, Upper base made of goat leather, Weight - 3 to 4 Kg with good quality bag and Accessories.	1


2	Dafli (Tambourina)		Overall Dia - 8 inch. Plastic Frame thickness 5mm, Polyester sheet film of 125 micron Grooves - 6 nos. 3 steel jingles in each groove, jingle dia - 40 mm, thickness 0.3 mm, Weight: 250 to 350 gm	2
3	Dholak/ Naal		Made of wood/Fibre & Side base made of goat leather with Rope fitting. Length: 12.5 to 14 Inches, Upper Dia - 5.5 Inches Lower Dia – 7 Inches, No. of Keys/ nut bolts - 18, Size of keys minimum 2.5 inches, Weight: 700 Gram to 1000 Gram. Provided with good quality Bag/Case with zip	1
4	Virgin Plastic Zheeka Big 10 jingles		Virgin Plastic body, 10 Jingles made of stainless steel, length 18 Inches, Width 4 Inches. Weight: 180-220 gm	2
5	Virgin Plastic Zheeka Small 6 jingles		Virgin Plastic body, 6 Jingles made of stainless steel, length 10 Inches, Width 3 Inches. Weight: 90-150 gm	2
6	Brass Manjira		Manjira made of brass, Size 3-inch dia tied with a white rope, Weight 100-150 gm.	1
7	Keyboard 61 keys		61 Keys, Full Size Piano Style Keys, Keyboard with handle to carry, Minimum 32 Polyphony, Minimum 120 tones, Minimum 60 Rhythms,	1

			<p>Sustain Required, Reverb: Yes,  Speaker Output: 2W + 2W, 2 speakers  USB (to Host): Yes (Micro B),  At least 10 Hours Battery &amp; Power – AC Adaptor 9 V or higher.  Size (W x D x H): 820 x 256 x 73mm or higher,  Weight: 2.5 kg to 4.5 kg.  Warranty - 1 year</p>	
8	Bansuri (Flute)		<p>Material - Mild Steel, Length 12 inches, no. of holes 7, Mouthpiece made up of plastic. Weight: 50–60 gm</p>	2
9	Ghungroo anklet (25 pc per anklet)		<p>Pair of Ghungroo made of brass with 25 bells of 1 cm in each anklet tied with white rope. Weight: 150-200 gm</p>	1
10	PA System -Speaker and Mic		<p>Output Power: 50W or more  BT v5.0 or latest   HDMI   Optical IN   USB   AUX  Driver Size: 5.5 x 9.5 cm (x2) or more  Impedance: 8Ω  Frequency Response: 50Hz–20kHz  S/N Ratio: ≥66dB  Separation: ≥40dB  File Format Support (USB): MP3  Line Input: 3.5mm, Optical IN, HDMI (ARC)  Max Supported USB Memory: 32GB or more  Speaker with 2 Cordless Mic  Warranty - 1 Year.</p>	1



## 2. Musical Instruments for Secondary/ Senior Secondary Schools (No. of Schools: 9293)






Sl. No.	Name	Image	Specs	Qty
1	Harmonium		Harmonium should be top 3 selling brand in India. Length: 22 Inch, 11.50 Inch Width, 9.5 Inch height, No. of Stoppers 9, No of Keys 42, Body Material Wood, Keys: made of plastic, stopper: made of iron, 3.5 Octave, double bellow, double reed. Weight: 7-8 Kg. Provided with good quality cushioned Box/Case with zip. Warranty - After Sales Service for one year.	1
2	Dafli (Tambournia)		Overall Dia - 8 inch. Plastic Frame thickness 5mm, Polyester sheet film of 125 micron Grooves - 6 nos. 3 steel jingles in each groove, jingle dia - 40 mm, thickness 0.3 mm, Weight: 250 to 350 gm	2
3	Dholak/ Naal		Made of wood & Side base made of goat leather with Rope fitting. Length: 15 to 18 Inches, Upper Dia - 7 Inches Lower Dia – 9 Inches, No. of Keys/ nut bolts - 18, Size of keys minimum 2.5 inches, Weight: 3.5 Kg to 4.5 kg. Provided with good quality cushioned Box /Case with zip	1
4	Tabla set		Pair Made of Metal+wood; Stainless Steel Tabla Dia 7 Inches, Wooden Tabla Dia 5-6 Inches, Upper base made of goat leather, Weight – 4 to 5 Kg with bag and Accessories with good quality cushioned Box/Case with zip	1
5	Virgin Plastic Zheeka Big 10 jingles		Virgin Plastic body, 10 Jingles made of stainless steel, length 18 Inches, Width 4 Inches. Weight: 180-220 gm	2

6	Virgin Plastic Zheeka Small 6 jingles		Virgin Plastic/ wooden body, 6 Jingles made of stainless steel, length 10 Inches, Width 3 Inches. Weight: 90-150 gm	2
7	Brass Manjira		Manjira made of brass, Size 3- inch dia tied with a white rope, Weight 100-150 gm.	2
8	Keyboard 61 keys		61 Keys, Full Size Piano Style Keys, Keyboard with handle to carry, Minimum 32 Polyphony, Minimum 120 tones, Minimum 60 Rhythms, Sustain Required, Reverb: Yes, Speaker Output: 2W + 2W, 2 speakers USB (to Host): Yes (Micro B), At least 10 Hours Battery & Power - AC Adaptor 9 V or higher. Size (W x D x H): 820 x 256 x 73mm or higher, Weight: 2.5 kg to 4.5 kg. Top 3 selling brand in India. Warranty - 1 year.	1
9	Bansuri (Flute)		Material - Mild Steel, Length 12 inches, no. of holes 7, Mouthpiece made up of plastic. Weight: 50-60 gm	2
10	Speaker and Mic		PA System - Output Power: 100W or more BT v5.3 or latest   HDMI (ARC)   Optical IN   USB   AUX Driver Size: Sound bar 6 cm X 2 or More, Subwoofer 13 cm X1 or more Impedance: Sound bar - 8 Ohm, Subwoofer: 4 Ohm Frequency Response: 20Hz- 20kHz	1





			S/N Ratio: >70dB Separation: >32dB File Format Support (USB): MP3 Line Input: 3.5mm, Optical IN, HDMI (ARC) Max Supported USB Memory: 32GB or more Speaker with 2 cordless Mic Warranty - 1 year.	
11	Gungroo anklet (25 pc per anklet)		Pair of Ghungroo made of brass with 25 bells of 1 cm in each anklet tied with white rope. Weight: 150-200 gm.	2




### 3. Specification of Band Equipment's (No. of Schools: 537)

Sl. No.	Name	Image	Specifications	Qty
1	Brass Trumpet		Keys - B-flat, Material brass, number of Piston / valve 3, finish Golden, nickle / chrome plating. Bore size : 13.68 mm outer dia / 13 mm inner dia bell dia : 125.5 mm / barrel diameter : 20.5mm outer dia / 15.2 mm inner dia, barrel length : 118 mm Piston length : 66.8 mm half, 128.72 mm full, length 19 inch, width : 6 inch, weight 1.200kg - 1.250kg Provided with good quality cushioned Box/Case with zip	3
2	Stainless Steel Side Drum with sticks		Drum Material: Stainless Steel, Base- Polyester film of 120micron Hook Material: Brass, Rod material: Iron. Accessories:- Belt, a pair of stick depth : 5.5 inch, dia : 12 to 14 inch, Number of rods - 8, Weight: 2 to 2.5 kg	8

3	Stainless Steel Bass drum/ PT DRUM with beater		Drum Material: Stainless Steel, Base- Polyester film of 120micron Hook Material Brass, Rod material: Iron. Accessories-; Belt, a pair of beater Depth : 9-12 inches. Dia : 24 to 28 inches, Number of Rods: 8, Weight: 3.5 to 4 Kg	2
4	PT Drum Stand		Adjustable height stand made of Metal material, weight – 1 - 2 Kg or higher. Should be easy to assemble or dissemble	1
5	Stainless Steel Cymbals 8"		Material- Stainless Steel tied with rope, Dia 8 inch, Weight: 150-200 gm	3
6	Stainless Steel Cymbals 10"		Material- Stainless Steel tied with rope, Dia 10 inch, Weight: 200-250 gm	3
7	Major Stick/ Leading Sticks		More than 54 Inches height made of canwood, Stainless Steel Round of 11 Inches, upper symbol : 2 Inches made of brass metal , steel Chain rounded, Weight: 550-650 gm	1



8	Brass Bigul		Made of copper & brass with mouthpiece 12 inches, Bell Dia 2.5 to 3 inches, Weight- 400 Gram. Provided with good quality cushioned Box/Case with zip	3
9	Brass Cornet		Keys - B-flat , Material brass , number of Piston / valve 3 , finish Golden, nickle / chrome plating. Bore size : 13.68mm outer dia / 12.68 mm inner dia bell dia : 5 inch / barrel diameter : 20.05mm outer dia / 16.05 mm inner dia , length 13.50 inch , width : 6 inch , weight 1.250 kg Provided with good quality cushioned Box/Case with zip	3
10	Bansuri-Steel (Flutes)		Material – Mild Steel, Length 12 inches, no. of holes 7, Mouthpiece made up of plastic. Weight: 50-60 gm	6
11	Maracas Small		Made of steel and wood, 6.5 inches dia stainless steel ball with wooden handle fitting. Weight: 250-350 gm	5

12	Maracas Big		Made of steel and wood, 8 inches dia stainless steel ball with wooden handle fitting and satin ribbons on the top. Weight: 600-700 gm	3
13	Virgin Plastic Zheeka/ Jhaal 10 jingles		Virgin Plastic body, 10 Jingles made of stainless steel, length 18 Inches, Width 4 Inches. Weight: 180-220 gm	6
14	Uniform with socks and shoes		Set of Uniform including Designer Coat (Gavadin fabric), Trouser for boys/ Skirt for girls (gavadin fabric), Shirt (cotton fabric), P cap (fibre and cloth fabric), Lanyard (zari), Belt (cotton), Hand gloves (cotton), Kamarbund (zari), Anklets (white polyester, zari)	21
15	Hat		Hat for the band leader (fibre and cotton fabric)	1

#### **4. Video Manuals on the use of Equipment**

Video manuals are to be provided for the usage of equipment. All videos should include objective, concept covered, description of music equipment, step-by-step demonstration of equipment and usage of equipment. The videos should be provided in Hindi language.

#### **5. Inventory Management System**

##### **Supplier Login Features**

- The supplier shall mark musical instruments) as “dispatched”
- The supplier shall enter details of shipment such as type & number of each type of instruments shipped to the department.

##### **Department Login Features**

- The department shall mark goods as “received from Supplier”
- The department shall be able to mark goods as “Issued” with Name of recipient (School Name, Type and number of instruments shipped/dispatched).

##### **School Login Features**

- The school shall be able to mark instruments as “received from department”

##### **System Features**

- Creation of Master list of schools.
- Creation of Master list of Instruments
- Creation of Users for Schools/department and supplier
- Generation of report for monitoring the school wise stock of each instrument.
- Generation of reports based on ‘number’ and ‘types of instruments’ dispatched in a given period of time by different stakeholders
- Generation of reports indicating instruments ‘dispatched’ at Vendor Level
- Generation of reports indicating instruments marked as ‘dispatched’ at vendor level but pending ‘received’ at department level
- Generation of reports indicating instruments ‘Issued to Schools

#### **6. Learning Management System**

Deployment and integration of a comprehensive Learning Management System (LMS) tailored to the music equipment education in schools. The platform should go beyond typical e-learning tools and be customized for music-specific needs like performance uploads, interactive media, and community recognition etc. The platform should be mobile/ web friendly. Cloud storage should be provided for media content.

The platform should have the following features:

- Teacher, School admin, content creator roles
- School based user grouping and analytics

- Structured curriculum video modules for all musical equipment education
- Video tutorials on equipment handling, and dos and don'ts
- Downloadable resources such as manuals, guides etc.
- Progress tracking dashboard for students and schools
- Option for schools to create videos of musical events and upload on the LMS platform
- Options for students to submit their music videos for assessment by teachers
- Peer feedback and teachers feedback on the uploaded videos
- Digital badges or trophies awarded to schools and students
- Leaderboard system (optional) for friendly inter-school competition
- Certificate generation for participation and excellence
- Overview of student progress, participation in events, and badge achievements by the school

## **7. QR based Supply Chain Monitoring Software**

This scope of work is for design & development of an application for tracking and tracing the path of batches of shipment from the headquarters/State Level to the various districts and across the complete value chain up until the school level. The above-mentioned points summarize the requirement: -

- a) Each batch shipment will be assigned a unique QR Code/Bar Code
- b) Each batch will have certain fields assigned to it like date of dispatch, source/origin point, destination point, transit route with all interim locations tagged onto the same.
- c) Provision shall be made for all transit points (like district, block, school etc.) to update the information contained in the database (like "received", "dispatched", "cancelled", "delayed" etc.) by scanning the QR Code/Bar Code on the batch shipment. This updation shall be made upon receipt and dispatch of shipment respectively with an option to enter remarks (to input certain important information pertaining to the state of receipt, dispatch, delay etc.)
- d) Provision shall be made to track the shipment by all concerned stakeholders like "Dept. HQRS", "District Level Officer", "Block Level Officer" and "School" to track the journey of the batch shipment through their respective logins in the mobile application. A graphical seek-bar on the UI can be provided pictorially depicting (representational) the complete route highlighting the areas covered/remaining towards the final destination.
- e) Provision will be made for the administrator to manually update the status of the shipment in case any stakeholder in the value chain is unable to update the information due to technical glitches.
- f) Provision for the administrator to define the different masters like "Shipment Status", "Shipment Size/Category", "locations" (for entering "Place of Origin" & "Place of Delivery"), mechanism for defining the transit route, estimated time of delivery etc.
- g) Provision for the administrator to define roles in the system with access rights & privileges and assigning them to different users.

- h) Provision for the administrator to define the various users or optionally, users can download the application from the Android play-store and register themselves using some authentication mechanism.
- i) Provision for the administrator to view/download/print certain pre-defined reports like no. of shipments delivered in a particular time-period, no. of shipments pending to be delivered, no. of shipments which have overrun their estimated time of delivery etc.
- j) Provision for sending different application-based alerts and notifications to all stakeholders upon triggering of key events like “package received”, “package dispatched” etc.