

RAILTEL CORPORATION OF INDIA LIMITED

(A Navaratna Govt. of India Undertaking)

Request for Proposal (RFP)

For

“Selection of partner for Providing Equipment, Infrastructure Development and Implementation at multiple locations across India”

RailTel/RFP/COMKTG/EB/IT/SP/PMC/2025-26 dated 15th July 2025

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Disclaimer

The information contained in this Request for Proposal document (“**RFP**”) whether subsequently provided to the bidders, (“**Bidder/s**”) verbally or in documentary form by **RailTel Corporation of India Limited** (henceforth referred to as “**RailTel**” or “**Tender Inviting Authority**” in this document) or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this Tender document and any other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is not an offer or invitation to any party. The purpose of this RFP is to provide the Bidders or any other person with information to assist the formulation of their financial offers (“**Bid**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by **RailTel**, in relation to this scope. This Tender document does not purport to contain all the information each Bidder may require. This Tender document may not be appropriate for all persons, and it is not possible for the Chairman & Managing Director of RailTel, and their employees or advisors to consider the objectives, technical expertise and particular needs of each Bidder. The assumptions, assessments, statements and information contained in the Bid documents, may not be complete, accurate, adequate or correct. Each Bidder must therefore conduct its own analysis of the information contained in this RFP and to seek its own professional advice from appropriate sources.

Information provided in this Tender document to the Bidder is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. RailTel accepts no responsibility for the accuracy or otherwise for any interpretation of opinion on law expressed herein.

RailTel, and their employees and advisors make no representation or warranty and shall incur no liability to any person, including the Bidder under law, statute, rules or regulations or tort, the principles of restitution or unjust enrichment or otherwise for any loss, cost, expense or damage which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, reliability or completeness of the RFP, and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

RailTel, also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. RailTel, may in its absolute discretion, but without being under any obligation to do so, can amend or supplement the information in this RFP.

The issue of this Tender document does not imply that RailTel, is bound to select a Bidder or to appoint the Selected Bidder (as defined hereinafter), for implementation and RailTel, reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery

fees, expenses associated with any demonstrations or presentations which may be required by RailTel or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and RailTel shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection process.

1 INTRODUCTION ABOUT RAILTEL

RailTel Corporation of India Limited (RailTel), an ISO-9001:2000 organization is a Navaratna 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.

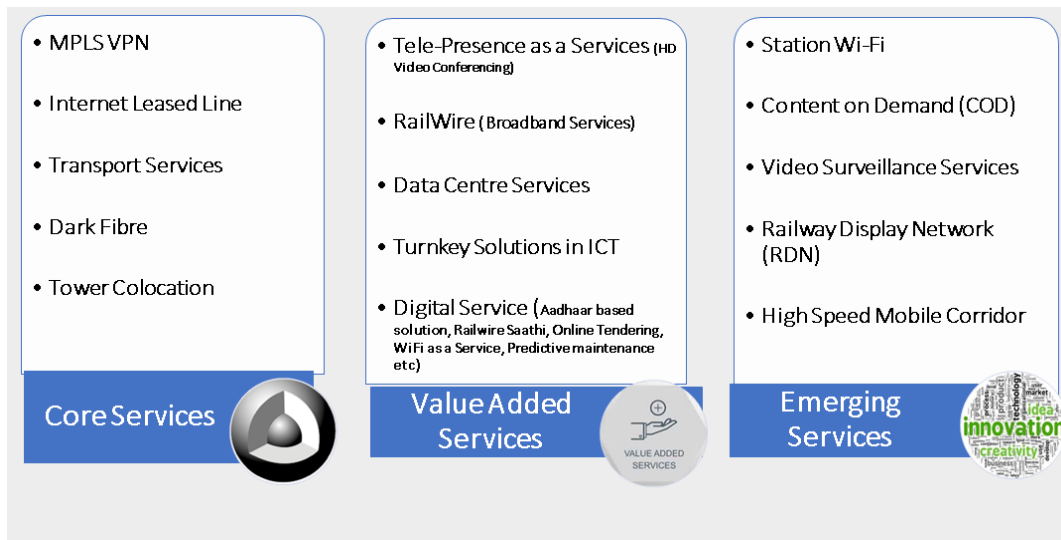
RailTel has approximately 61000 kms of OFC along the protected Railway tracks. The transport network is built on high capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon 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):

1.1 LICENSES & SERVICE PORTFOLIO:

Presently, RailTel holds Infrastructure Provider -1, Universal License, 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:



1.1.1 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

1.1.2 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

1.1.3 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

1.1.4 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.

1.1.5 Retail Services – RailWire

RailWire: Triple Play Broadband Services for the Masses. RailTel has unique model of delivering broadband services, wherein local entrepreneurs are engaged in delivering & maintaining broadband services and upto 66% of the total revenues earned are shared to these local entrepreneurs in the state, generating jobs and revitalizing local economies. On date RailTel is serving approx. 5,00,000 subscribers on PAN Indian basis. RailTel can provide broadband service across– Government PSU or any organization's officers colonies and residences.

2 PROJECT BACKGROUND AND OBJECTIVE OF RFP

RailTel invites bids for the selection of suitable bidder which will provide & upgrade the sports infrastructure at 312 nos. of Schools as laid out in the **BOQ Sheet**. This RFP is floated to expedite the process of onboarding the selected bidder, which is required to be onboarded for successful implementation of the sports infrastructure at 312 nos. of Schools. Locations will be spread across all over India including remote places and will be shared with the successful bidder on receipt from end customer.

3 FACT SHEET

S. No.	Item	Description
1.	RFP Number	RailTel/RFP/COMKTG/EB/IT/SP/PMC/2025-26 dated 15th July 2025
2.	RFP Release date	15 th July 2025
3.	Cost of RFP Document	<p>Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred only) including of GST. Via Bank Online transfer RailTel Bank details: Union Bank of India, Account No. 340601010050446, IFSC Code - UBIN0534064.</p> <p>Bidder need to share the online payment transfer details like UTR No. date and Bank along with the proposal.</p>
4.	Earnest Money Deposit (EMD) on E-Niveda	<p>Rs. 33,25,000 (Thirty-Three Lakh Twenty-Five Thousand Rupees only) to be submitted along with bid via online bank transfer.</p> <p>Bank details for EMD via online transfer: RailTel Corporation of India Ltd Union Bank of India, Account No. 340601010050446, IFSC Code - UBIN0534064.</p> <p>Bidder need to share the online payment transfer details like UTR No. date and Bank along with the proposal.</p> <p>RailTel Bank details for EMD as Bank Guarantee: EMD can also be submitted as Bank Guarantee (BG). In case of EMD submitted via BG, then bidder must submit bank SFMS report marked to ICICI Bank Ltd. as per the below guidelines. Validity of this EMD shall be 8 months from the date of submission of Bid. SFMS report guidelines: -</p>

		BG advising message – IFN 760COV/ IFN 767COV via SFMS <ul style="list-style-type: none"> • To mandatorily send the Cover message at the time of BG issuance. • IFSC Code of ICICI Bank to be used (ICIC0000007). • Mention the unique reference (RAILTEL6103) in field 7037.)
5.	Availability of RFP Documents	Download from https://railtel.enivida.com , (with copies available at RailTel Website and CPP Portal)
6.	Last Date of bid submission	06 th August 2025 [11:00 HRS]
7.	Date of opening of Technical Bid	06 th August 2025 [11:30 HRS]
8.	Date of Presentation	<i>To be intimated Later</i>
9.	Date of opening of Financial Bid	<i>To be intimated Later</i>
10.	Bid validity	Bid must remain valid up to 180 (One Hundred & Eighty) days from the actual date of submission of the Bid.
11.	Currency	Indian Rupees only
12.	Address for Correspondence	RailTel Corporation of India Ltd Plate-A, 6 th Floor Office Block -2, East Kidwai Nagar, New Delhi -110023
13.	Name of the officer	Sh. Hemant Yadav Jt. General Manager/Govt. Business Email: eb.rfp@railtelindia.com
14.	Method of Selection	Least Cost base selection after Pre-Qualification and Technical Evaluation
15.	EMD Exemption	Benefit of EMD exemption is applicable only for MSE bidder, if bidder is manufacturer of product need to be delivered.
16.	Estimated Value of Work	Rs. 16,62,15,408

4 INSTRUCTION TO BIDDERS

4.1 GENERAL

- a. While every effort has been made to provide comprehensive and accurate background information, requirements and envisaged solution(s) specifications. Bidders must form their own conclusions about the solution(s) needed to meet the Authority's requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b. All information supplied by Bidders as part of their bids in response to this RFP, may be treated as contractually binding on the Bidders, on successful award of the assignment on the basis of this RFP.
- c. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of Authority. Any notification of preferred bidder status by or on behalf of Tender Inviting Authority shall not give rise to any enforceable rights by the Bidder. Authority may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of Authority.
- d. Bids shall be received by the Tender Inviting Authority on the RailTel enivida portal <https://railtel.enivida.com> before the time and date specified in the schedule of the tender notice. In the event of the specified date for the submission of tender offers being declared a public holiday by the Government of India the offers will be received up to the appointed time on the next working day. The Tender Inviting Authority may, at its discretion, extend this deadline for submission of offers by issuing corrigendum and uploading the same on RailTel enivida portal.
- e. Deleted.
- f. Telex, cable or facsimile offers will be rejected.

4.2 COMPLIANT BIDS/COMPLETENESS OF RESPONSE

- a. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the bid non-compliant and the Bid may be rejected. Bidders must:
 - i. Submit the bids (Technical and Commercial) online
 - ii. Include all documentation specified in this RFP, in the bid.
 - iii. Follow the format of this RFP while developing the bid and respond to each element in the order as set out in this RFP.
 - iv. Comply with all requirements as set out within this RFP.

4.3 BIDDER TO INFORM

The Bidder shall be deemed to have carefully examined the Terms & Conditions, Scope, Service Levels, Specifications, and Schedules of this RFP.

4.4 BID PREPARATION COSTS

- a. The Bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by **Tender Inviting** Authority, to facilitate the evaluation process, and in negotiating a definitive agreement or all such activities related to the bid process. The **Tender Inviting** Authority will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- b. This Bid Document does not commit the **Tender Inviting** Authority to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award. All materials submitted by the Bidder shall become the property of **Tender Inviting** Authority and may be returned at its sole discretion.

4.5 RFP/TENDER DOCUMENT FEE

- RFP can be downloaded from the website – URL mentioned in the fact sheet.
- Without the payment of Tender Document Fee, the bids will be taken as incomplete and non-responsive and shall not be considered.
- Receipt or Copy of Tender Document Fee should accompany the Bid response document.
- The cost of bidding documents is non-refundable.
- The Bidders should have the necessary portal enrolment with his/her own Digital Signature Certificate (DSC).

4.6 EARNEST MONEY DEPOSIT (EMD) / BID SECURITY

The Bidder shall pay EMD as per FACT Sheet in the form of NEFT/RTGS/Net Banking/ Bank Guarantee. Validity of this EMD shall be as per the Fact Sheet.

1. In case of EMD is submitted in the form of Bank Guarantee form, then the scanned copy of the BG along with SFMS confirmation must be uploaded along with the proposal.
2. No exemption for submitting the EMD will be given to any bidder(except under pt. 15 of Fact Sheet). EMD in any other form will not be entertained.
3. No interest will be payable by the Authority on the Earnest Money Deposit/Bid Security.

4. In case a bid is submitted without EMD/Bid Security as mentioned above, then Tender Inviting Authority shall reject the bid without providing opportunity for any further correspondence to the bidder concerned and the Bids shall be treated as non-responsive.
5. The EMD/Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Proposal of the Selected Bidder or when the Tender Inviting Authority cancels the Bidding Process.
6. The Selected Bidder's EMD will be returned, without any interest, upon the Selected Bidder signing the Agreement and furnishing the Security Deposit / Performance Guarantee in accordance with the provision thereof.
7. The EMD may be forfeited in any of the following circumstances:
 - i. If a Bidder withdraws their bid or increases their quoted prices during the period of bid validity or its extended period, if any; or
 - ii. In the case of a successful bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time
 - iii. During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
 - iv. During the bid process, if any information found wrong / manipulated / hidden/ fraudulent in the bid.

4.7 BID VALIDITY PERIOD

Bid shall remain valid for the time period mentioned in the Fact Sheet. Bids shall be valid for a period of **180 days (One hundred and eighty days)** from the last date of submission of the bids. A Bid valid for a shorter period may be considered as non-responsive. In exceptional circumstances, at its discretion, Authority may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or by fax or email.

4.8 LANGUAGE

The bid should be prepared and submitted by the bidders in English language only. If any submitted supporting documents are in any language other than English, translation of the same in English language is to be provided (duly attested) by the Bidders. For purposes of interpretation of the documents, the English translation shall govern. Such translated documents shall be notarized and in case of any incorrectness of the translation, the bidder will be penalized.

4.9 AUTHENTICATION OF BIDS

An authorized representative (or representatives) of the Bidder shall initial all pages of the Technical Bid and Commercial Bids.

Bid should be accompanied by an authorization in the name of the signatory (or signatories) of the Bid. The authorization shall be in the form of a written power of attorney accompanying the Bid demonstrating that the representative has been duly authorized to sign.

4.10 AMENDMENT OF REQUEST FOR PROPOSAL

At any time prior to the due date for submission of bid, Authority may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder(s), modify the RFP document by amendments. Such amendments shall be uploaded on the RailTel envida portal, through corrigendum and shall form an integral part of RFP document. The relevant clauses of the RFP document shall be treated as amended accordingly.

It shall be the responsibility of the prospective bidder(s) to check the Authority's website from time to time for any amendment in the RFP document. In case of failure to get the amendments, if any, Authority shall not be responsible.

In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, Authority, at its discretion, may extend the deadline for submission of bids. Such extensions shall be uploaded on website of the Authority.

4.11 ELIGIBLE BIDDERS

Bidder 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.

Consortium is not allowed in this RFP.

4.12 BID PRICE

Prices quoted in the Bid must be firm and shall not be subject to any modifications, on any account whatsoever. The Bid Prices shall be indicated in Indian Rupees (INR) only.

The Price Bid should clearly indicate the price quoted without any ambiguity whatsoever and should include all applicable taxes, duties, fees, levies, and other charges as may be applicable in relation to the activities proposed to be carried out. Should there be a change in applicable taxes, the actual taxes on the date of billing would prevail.

Prices in any form or by any reason before opening the Price Bid should not be revealed, failing which the offer shall be liable for rejection.

Bidders shall quote for the entire scope of contract on a "overall responsibility" basis such that the total bid price covers Bidder's all obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the product/services.

4.13 DEVIATIONS AND EXCLUSIONS

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP. The Bidder shall submit a No Deviation Certificate as per the format mentioned in **Annexure 2**. The bids with deviation(s) are liable for rejection.

4.14 TOTAL RESPONSIBILITY

Bidder should issue a statement undertaking total responsibility for the defect free operation of the proposed solution as per the format mentioned in **Annexure 4**.

4.15 LATE BIDS

Late submission will not be entertained and will not be permitted by the e-Nivida Portal.

The bids submitted by telex/telegram/fax/e-mail/in person etc. shall not be considered. No correspondence will be entertained on this matter.

Authority shall not be responsible for delay in submission of any online submission related or website related issues and date of submission cannot be extended for such reasons. Authority reserves the right to modify and amend any of the above-stipulated condition/criteria.

4.16 RIGHT TO TERMINATE THE PROCESS

Tender Inviting Authority may terminate the RFP process at any time and without assigning any reason. Tender Inviting Authority makes no commitments, express or implied, that this process will result in a business transaction with anyone.

This RFP does not constitute an offer by Tender Inviting Authority.

The bidder's participation in this process may result in Tender Inviting Authority selecting the bidder to engage in further discussions and negotiations toward execution of an agreement. The commencement of such negotiations does not, however, signify a commitment by the Tender Inviting Authority to execute an agreement or to continue negotiations. Tender Inviting Authority may terminate negotiations at any time without assigning any reason.

4.17 NON-CONFORMING BIDS

A bid may be construed as a non-conforming bids and ineligible for consideration:

- a. If it does not comply with the requirements of this RFP.
- b. If a bid does not follow the format requested in this RFP or does not appear to address the particular requirements of the solution.

4.18 ACCEPTANCE/REJECTION OF BIDS

- a. Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such

acceptance, rejection, or annulment, and without assigning any reasons therefore.

- b. Besides other conditions and terms highlighted in the RFP Document, bids may be rejected under following circumstances:

4.18.1 General rejection criteria

- i. Bids without Bid Document fees & EMD will be disqualified
- ii. Conditional Bids.
- iii. If the information provided by the Bidder is found to be incorrect / misleading / fraudulent / incomplete at any stage / time during the Tendering Process.
- iv. Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions.
- v. Bids received after the prescribed time & date for receipt of bids.

4.18.2 Pre-Qualification rejection criteria

- i. Bidders not complying with the Eligibility Criteria given in this RFP.
- ii. Revelation of prices in any form or by any reason before opening the Commercial Bid.
- iii. Failure to furnish all information required by the RFP Document or submission of a Bid not substantially responsive to the RFP Document in every respect.

4.18.3 Technical rejection criteria

- i. Technical Bid containing commercial details.
- ii. Revelation of Prices in any form or by any reason before opening the Commercial Bid.
- iii. Failure to furnish all information required by the RFP Document or submission of a Bid not substantially responsive to the RFP Document in every respect.
- iv. Bidders not quoting for the complete scope of work as indicated in the RFP Documents, addendum /corrigendum (if any) and any subsequent information given to the Bidder.
- v. Bidders not complying with the Technical and General Terms and conditions as stated in the RFP Documents.
- vi. The Bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with the scope of work and Service Level Agreements of this RFP.

4.18.4 Commercial Rejection Criteria

- i. Incomplete price Bid.
- ii. Price Bids that do not conform to the RFP's price bid format.

- iii. Total price quoted by the Bidder does not include all statutory taxes and levies applicable.
- iv. If there is an arithmetic discrepancy in the commercial Bid calculations the Technical Committee shall rectify the same. If the Bidder does not accept the correction of the errors, its Bid may be rejected.
- v. Misrepresentation/ improper response by the Bidder may lead to the disqualification. If such disqualification / rejection occurs after the Proposals have been opened and the L1 Bidder gets disqualified / rejected, then Authority reserves the right to consider the next best ranked Bidder or take any other measure as may be deemed fit in the sole discretion of Authority, including annulment of the Selection Process.

4.19 CONFIDENTIALITY

All the material/information shared with the Bidder during the course of this procurement process as well as the subsequent resulting engagement following this process with the successful bidder, shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances. The successful bidder needs to furnish a Non-Disclosure Agreement (NDA) format provided in **Annexure 12** of the RFP.

4.20 INCLUSION OF MSMEs / START UPS AND REGULATORY COMPLIANCE IN PROJECT DELIVERY

- a. Bidders are encouraged to include Micro, Small and Medium Enterprises (MSMEs) in the delivery of the project.
- b. Further to promote Make in India initiative of Government of India, procurement guidelines as per Public Procurement (Preference to Make in India), Order 2017, and its subsequent amendments thereof, of Department for Promotion of Industry and Internal Trade (DPIIT) has to be strictly complied with.
- c. Bidders sharing a land border with India: Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 by Ministry of Finance, Department of Expenditure, Public Procurement Division shall also apply to this tender. A certificate as per **Annexure 13** shall be submitted by all the bidders regarding their compliance with this order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law. Registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order.

4.21 WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF BIDS

- a. A Bidders may withdraw the Bid or re-submit the Bid (technical and/ or financial) within bid submission period as per the instructions/ procedure mentioned at RailTel's e-Nivida portal.
- b. Bids withdrawn shall not be opened and processed further.

5 SCOPE OF WORK

For building the foundation for excellence and implementation of Quality Sports across 312 schools, the following 2 elements are to be implemented as per Scope of work:

- 1. Development of Playground / Outdoor / Indoor Sports Games Facility.**
- 2. Sports Equipment.**

Please refer to the **Annexure 19 and BOQ** for detailed scope and specification.

6 SELECTION PROCESS FOR BIDDER

6.1 OPENING OF BIDS

The Bids shall be opened by Tender Inviting Authority in presence of those Bidders or their representatives who may be present at the time of opening.

The representatives of the Bidders are advised to carry the identity card or a letter of authority from the bidder firms to identify that they are bona fide representatives of the bidder firm, for attending the opening of bid.

There will be Two bid-opening events

6.1.1 Technical Bid - RFP/Tender Document Fee, Bid Security/EMD, Pre-Qualification Documents and Technical Documents.

- a. First Bids will be opened on the specified date and time for Pre-Qualification.
- b. The Technical Evaluation Criteria of only those bidders will be processed who clears the Pre-qualification.

6.1.2 Commercial bid

- a. The date and time for opening of Commercial bid would be communicated to the qualified bidders.
- b. The Commercial Bids of only those bidders will be opened who score equal to or more than **70%** in Technical Evaluation.

6.2 PRELIMINARY EXAMINATION OF BIDS

Authority shall examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order.

Any bids found to be nonresponsive for any reason or not meeting any criteria specified in the RFP, shall be rejected by Tender Inviting Authority and shall not be included for further consideration.

6.3 CLARIFICATION ON BIDS

During the bid evaluation, Authority may, at its discretion, ask the Bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

The Tender Inviting Authority may waive any minor infirmity, nonconformity or irregularity in a bid that does not constitute a material deviation, and that does not prejudice or affect the relative position of any Bidder, provided it conforms to all the terms, conditions of the bidding documents without any material deviations, objections, conditionality, or reservations. A material deviation, objection, conditionality, or reservation is one (i) that affects in any substantial way the scope, quality, or performance of the Agreement; (ii) that limits in any substantial way, inconsistent with the bidding documents, Authority's rights or the selected Bidder's obligations under the Agreement; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting responsive bids.

6.4 EVALUATION PROCESS

Tender Inviting Authority shall constitute a Tender Evaluation Committee to evaluate the responses of the bidders. The Tender Evaluation Committee shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by bidders may lead to rejection of their bids.

The decision of the Tender Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Tender Evaluation Committee may ask for meetings or presentation with the Bidders to seek clarifications or conformations on their bids.

The Tender Evaluation Committee reserves the right to reject any or all bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

The steps for evaluation are as follows:

6.4.1 Stage 1: Pre-Qualification & Technical Evaluation

- a. Authority shall validate the "RFP/Tender Document Fee & Bid Security/Earnest Money Deposit (EMD).
- b. If the contents are as per requirements, Authority shall consider the Pre-Qualification documents for further evaluation. **Each of the Pre-Qualification condition mentioned in MANDATORY in this RFP.** In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified.

- c. The Bid Security amount shall be returned to the respective disqualified Bidders after the submission of Performance Bank Guarantee (PBG) by the successful Bidder.
- d. Commercial bids for those bidders who don't pre-qualify will not be opened and /or evaluated further. Financial bid will not be opened for those bidders, who don't qualify in the technical evaluation. Bid Security amount shall be returned for those who don't qualify the financial evaluation stage after PBG is submitted by successful bidder.
- e. Bids of only those Bidders who meets the Pre-Qualification criteria, shall be considered for further evaluation i.e. Technical Evaluation.
- f. Technical Documents will be evaluated only for the bidders who succeed in Pre-Qualification evaluation.
- g. The Technical Evaluation Committee appointed by the Tender Inviting Authority will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.
- h. The bidders' technical solutions proposed in the bid document shall be evaluated as per the requirements specified in the RFP and technical evaluation Criteria as mentioned in the RFP
- i. Bidders may call for a presentation to the Technical Evaluation Committee appointed by the Tender Inviting Authority. The Authority will notify the date and venue for conducting technical demonstration to the prospective bidders in case required.
- j. Each Technical Bid will be assigned a technical score out of a maximum of 100 Points.
- k. Only those bids who get an overall technical score of **70%** or more of the Technical Evaluation Criteria shall be considered technically qualified and will qualify for the commercial evaluation stage. Failing to secure minimum marks shall lead to rejection of the bids. Stage 2: Commercial Evaluation
 - a. All the technically qualified bidders will be notified to participate in Commercial Bid opening process.
 - b. The commercial of only those bidders which have qualified in Stage-1 shall then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.
 - c. Commercial Bids that are not as per the format provided in the RFP shall be liable for rejection.
 - d. The bid price shall include all taxes and levies and shall be in Indian Rupees and mentioned separately

The Authority or any other government agency shall not have any liability of paying any taxes (including GST)/charges/levies as part of this project. The bidder has to quote their Price duly factoring all these costs over the project duration.

If there is any discrepancy in the Price Bid, it will be dealt as per the following:

- i. If, in the price structure quoted for the required Product and Services, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), only the total price/cost quoted shall prevail. The unit prices quoted in the Price Bid Format shall be considered only in case of any deviations/modifications in the scope of the work in due course.
- ii. If there is a discrepancy between words and figures, the amount in words shall prevail.

6.4.2 Successful Bidder Evaluation

The bidder shall be selected based on Least Cost (L1) method. In case of tie between two or more bidder (i.e. equal commercial quote), the bidder with the higher technical score be shall be ranked first in order.

6.5 PRE-QUALIFICATION CRITERIA

The bidder must possess the requisite experience, strength and capabilities in providing services necessary to meet the requirements as described in the RFP document. Keeping in view the complexity and volume of the work involved, following criteria are prescribed as the eligibility criteria for the bidder interested in undertaking the project. The bidder must also possess technical know-how and financial ability that would be required to successfully complete the project. The bids must be complete in all respect and should cover entire scope of work as stipulated in the bid document. This invitation to bid is open to all bidders who qualify the eligibility criteria as given below:

S. No.	Particulars	Criteria for Tender Package (Mandatory Compliance & Document Submission)
A)	Financial Conditions	
i)	Bidder 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"> 1. Certificate of Incorporation 2. GST Registration 3. PAN Card
ii)	Average Annual Financial Turnover of the bidders during the last three years ending 31st March 2024 of the previous financial year should be at least 30% of the estimated cost. (21-22, 22-23, 23-24).	Turnover Certificate issued by the statutory auditor/ Chartered Accountant. Certificate should contain UDIN no. issued by ICAI

S. No.	Particulars	Criteria for Tender Package (Mandatory Compliance & Document Submission)
iii)	Bidder should also have a positive net worth in the last 3 financial years (FY 21-22, 22-23, 23-24).	Positive Net Worth Certificate issued by the statutory auditor/ Chartered Accountant for the last three financial years (FY 21-22, 22-23, 23-24). Certificate should contain UDIN no. issued by ICAI.
B)	Technical Conditions	
i)	<p>Bidder should have an experience of implementation of project in at least two domains related to:-</p> <ul style="list-style-type: none"> • Development of Playground / Outdoor / Indoor Sports Games Facility. • Sports Equipment. • Implementation of any software platform <p>In Central/State Government/ Govt. undertakings/ UT's/ Autonomous Bodies/Sports Organisations/ Educational Institutions completed during the last 7 years as on bid submission date.</p> <p>Three similar completed works costing not less than the amount equal to 40(forty) percent of the estimated cost (or)</p> <p>Two similar completed works costing not less than the amount equal to 50 (fifty) percent of the estimated cost; (or)</p> <p>One similar completed work costing not less than the amount equal to 80 (eighty) percent of the estimated cost</p>	<p>The following Documentary evidence such to be submitted:</p> <p>A. work order/PO/Agreement</p> <p>B. Completion Certificate from Customer / Proof of Payment duly certified by CA</p> <ul style="list-style-type: none"> - For Completed Projects: Satisfactory services/supply etc. for completed projects - For on-going Projects: certificate/documentary evidences from customer
ii)	Bidder should have valid ISO-9001	Copy of valid Certificate
C)	Annexures	
i)	Annexure 1: Format for Bid Covering Letter	Bid Covering Letter: Self-certification duly signed by authorized signatory on company letter head.
ii)	Annexure 2: No Deviation & Compliance Certificate	No Deviation Undertaking on its Company Letterhead
iii)	Annexure 3: Declaration of Non-Blacklisting	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.
iv)	Annexure 4: Total Responsibility Certificate	Self Declaration for Total Responsibility
v)	Annexure 7: Format of Affidavit	Affidavit to be uploaded by Bidder along with the tender documents.
vi)	Annexure 8: EMD (as BG) Format	EMD (as BG)

S. No.	Particulars	Criteria for Tender Package (Mandatory Compliance & Document Submission)
vii)	Annexure 11: Instructions for Online Bid Submission	Instructions for Online Bid Submission.
viii)	Annexure 12: Non-Disclosure Agreement (NDA) Format	Non-disclosure agreement with RailTel.
	Annexure 13: Certificates related to Guidelines issued by Ministry of Finance through OM no. 6/18/2019-PPD dated 23.07.2020	Certificate to be submitted on letterhead
	Annexure 14: RailTel's Integrity Pact Program	2 copies of Integrity Pact to be submitted on Non-judicial Stamp Paper
ix)	Annexure 15: PROFORMA FOR SIGNING THE INTEGRITY PACT	
xi)	Annexure 16: Anti-Collusion Certificate	Anti-Collusion Certificate
xii)	Annexure: 17: Format for Power of Attorney to Authorize Signatory	Power of Attorney and Board Resolution in favour of one of its employees who will sign the Bid Documents.
xiii)	Annexure 18: Company Profile	Company Profile to be submitted as per format

6.6 TECHNICAL EVALUATION CRITERIA: (100 MARKS)

All eligible Bidders who fulfil the minimum eligibility conditions of the RFP shall be further evaluated on a total score of 100. The evaluation matrix consisting of the following parameters for each indicated vertical:

Bidding Checklist - Technical Evaluation			
	Criteria	Supporting Documents	Max Marks
1	<p>Average annual turnover from the bidder(from last Three(3) FYs given below): Financial years (FY 21-22, 22-23, 23-24). Marks shall be allotted as given below:</p> <ul style="list-style-type: none"> • >= Rs. 4.99 Cr = 10 marks • >= Rs. 10 Cr = 15 marks • >= Rs. 15 Cr = 20 marks 	<p>Certificate from the Statutory Auditor/ Chartered Accountant(with UDIN No.) on turnover details over the last three (3) financial years.</p>	20
2	<p>Experience in developing Sports Infrastructure (Playground - Outdoor / Indoor Sports / Games Facility) or provision of Sports Equipment in India or Aboard during the last 7 years.</p> <p>10 marks for each Project of minimum value of Rs. 6.65 Cr.</p> <p>(up to a maximum of 30 marks)</p>	<p>The following Documentary evidence such to be submitted:</p> <p>A. work order/PO/Agreement</p> <p>B. Completion Certificate from Customer / Proof of Payment duly certified by CA</p> <p><i>For Completed Projects: Satisfactory services/supply etc. for completed projects</i></p> <p><i>For on-going Projects: certificate/documentary evidences from customer</i></p> <p>Document to be submitted:- Annexure 5: Bidders Experience</p>	30
3)	<p>Preference to Make in India products: Preference to be given to class (I) Local supplier as per GOI notice No: p-45021/2/2017-PP CBE – (II) issued by the ministry of commerce and Industry.</p>	<p>Undertaking by bidder furnishing origin of product (sports surface / sports equipment) and address of manufacturing unit in India to be provided by the bidder.</p> <p>Bidder to furnish factory licence procured from Govt body clearly stating the name of OEM. - 5 Marks</p>	5
4)	<p>Quality and Process Certifications</p>	<p>Marking will be given based on submission of following valid certificates:</p> <ul style="list-style-type: none"> • Quality and Process Certifications (ISO 9001, CMMI-3, ISO 27001, ISO 20000, ISO 14001, ISO 45001, ISO 56002, ISO 10002): 1 Mark per certificate of maximum 05 Marks 	5

Bidding Checklist - Technical Evaluation			
	Criteria	Supporting Documents	Max Marks
5)	<p>Implementation of any software platform in Central/State Government/ Govt. undertakings/ UT's/ Autonomous Bodies/Sports Organisations/ Educational Institutions completed during the last 7 years as on bid submission date.</p> <p>5 marks for each project up to a maximum of 10 marks.</p>	<p>The following Documentary evidence such to be submitted:</p> <p>A. work order/PO/Agreement</p> <p>B. Completion Certificate from Customer / Proof of Payment duly certified by CA</p> <ul style="list-style-type: none"> - For Completed Projects: Satisfactory services/supply etc. for completed projects - For on-going Projects: certificate/documentary evidence from customer <p>Document to be submitted:- Annexure 5: Eligibility Assignment of Bidder</p>	10
6)	<p>1.Presentation on Proposed Approach & Methodology*</p> <p>Understanding of the Work – 5 marks</p> <p>2.Approach to the Project – 10 marks</p> <p>3.Work Plan & Methodology – 10 marks</p> <p>4.Demonstration of Sports Activity Management System and project implementation (Material distribution and tracking software)-5 marks</p>	<p>I. Approach & Methodology to be limited to maximum 20 pages A4 sheet.</p> <p>This is to be submitted along with technical bid.</p> <p>Date and time of the presentation will be informed to the eligible bidders.</p>	30
	Total		100

6.7 AWARD OF CONTRACT

6.7.1 Notification of Award

Authority will notify the Successful Bid der via letter/email of its intent of accepting the bid after obtaining the due approval from the customer. Within 7 days of receipt of the Letter of Intent (LOI) issued by the Authority, the Successful Bidder shall be required to sign the and return the same to the address specified above as a token of acceptance of the LOI.

6.7.2 Performance Bank Guarantee (PBG)

Within fifteen (15) working days from the date of issuance of LOI, the successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) to the Authority. The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in **Annexure 9** payable on demand, for the due performance and fulfilment of the contract by the bidder.

This Performance Bank Guarantee shall be for an amount equivalent to **3% of total contract value**. PBG shall be invoked by Authority, in the event the Bidder:

- a. Fails to meet the overall penalty condition as mentioned in RFP or any changes agreed between the parties,
- b. Fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of Authority,
- c. Misrepresents facts/information submitted to Authority.

The performance bank guarantee shall be valid till satisfactory completion of Post Implementation Support. The performance bank guarantee may be discharged/returned by Authority upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

In the event of the Bidder being unable to service the contract for whatever reason(s), Authority shall have the right to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of Authority under the contract in the matter, the proceeds of the PBG shall be payable to Authority as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract.

Authority shall notify the bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the bidder is in default. Authority shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

In case the project is delayed beyond the project schedule as mentioned in RFP, the performance bank guarantee shall be accordingly extended by the Bidder till completion of scope of work as mentioned in RFP.

This Performance Bank Guarantee shall be valid up to a period of 1 Year after the contract completion period.

On satisfactory performance and completion of the order in all respects and duly certified to this effect by the Project Coordinator, Contract Completion Certificate shall be issued and the PBG would be returned to the Bidder.

6.7.3 Signing of Agreement

After the notification of award, Authority will issue Purchase Order (PO)/Letter of Intent (LOI). Accordingly, a contract shall be signed between successful bidder and Authority or the agency designated by Authority. As an acceptance of the PO/LOI, the Bidder shall sign and return back a duplicate copy of the Purchase Order/Letter of Intent to the Authority or the agency designated by the Authority. The bidder shall return the duplicate copy along with a Performance Bank Guarantee within 15 working days from the date of issuance of PO/LOI.

On receipt of the Performance Bank Guarantee, Authority or the agency designated by Authority shall enter into a contract with the successful bidder.

6.7.4 Warranty & Maintenance

The bidder should provide warranty for each item (wherever applicable) for one year until and unless explicitly mentioned along with the specification of the products after Installation commencement report provided by the Principal/ Incharge of respective school and completion of training on unit to unit basis.

During the warranty period, the bidder shall warrant that the goods supplied under the contract are new, unused, of the most recent version/models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The bidder further warrants that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.

Authority or designated representatives of the bidder shall promptly notify successful bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the bidder shall, within the warranty period and with all reasonable for repair or replace the defective systems, without costs to Authority and within time specified and acceptable to Authority.

If the successful bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, Authority may proceed to take such reasonable remedial action as may be necessary, at the successful bidder's risk and expense and without prejudice to any other rights, which Authority may have against the bidder under the contract.

6.7.5 Failure to agree with the Terms & Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Authority may award the contract to the next best value bidder or call for new bids.

In such a case, Authority shall invoke the PBG and/or forfeit the EMD.

6.7.6 Concessions permissible under statutes

Bidder, while quoting against this RFP, must take cognizance of all concessions permissible, if any, under the statutes and ensure the same is passed on to the Authority, failing which it will have to bear extra cost. In case Bidder does not avail concessional rates of levies like customs duty, excise duty, sales tax, etc., the authority will not take responsibility towards this. However, the Authority may provide necessary assistance, wherever possible, in this regard.

6.7.7 Taxes

The Bidders shall fully familiarize themselves about the applicable domestic taxes (such as GST, service tax, income taxes, duties, fees, levies etc.) on amounts payable by Authority under the Agreement. All such taxes must be included by Bidders in the Price Bid.

6.7.8 Terms of Payment

1. 50% payment will be released after dispatch of goods unit to unit basis on submission of tax invoices and delivery challan.

2. 30% payment will be released after delivery of the goods unit to unit basis on submission of delivery invoices / challan duly signed by the Principal/ Incharge of respective school.
3. Balance 20% payment will be released after Installation commencement report by the Principal/ Incharge of respective school and completion of training on unit to unit basis.
4. Advance payment: selected bidder will submit the bank guarantee equal to amount of Advance Payment, if any, is required to implement the project.
5. RailTel shall make payment to the selected bidder after receiving payment from Customer for the agreed and completed scope of work. In case of any penalty or deduction made by customer for the portion of work to be done by the selected bidder, same shall be passed on to selected bidder.

Note: Payment terms may change as per end customer requirements and agreement.

9 Right to vary the scope of Work

- a. The unit price quoted by the bidder will be valid for one-year and may be extended based on mutual agreement. Exact quantity will be provided to the selected bidder through purchase order once customer confirms the same to RailTel. Multiple purchase orders can be given with varying quantity within the validity date as per the requirement of the customer.
- b. At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
- c. During the course of implementation and detailed due diligence, it may be required to vary the quantity and location. The Selected Bidder should be required to provision and agree to provide varying quantity and locations.
- d. The reimbursement for extra items shall be validated by the tender inviting authority and approved by the end customer. The selected bidder shall be bound to execute extra items of work as directed by the Tender Inviting Authority. The rates for extra items shall be worked out based on the unit rates quoted by the Bidder in Price Bid as per mutually agreed terms and conditions.
- e. For new items which are beyond the scope of the BoQ, RailTel and end customer shall validate the requirements and necessity of such new/extra items after due diligence, based on site conditions and work contingencies.
- f. The Selected Bidder shall submit in writing well in advance at least 14 days before the Authority a statement of extra items if any that they need to initiate during the course of project works.

10. FRAUD AND CORRUPT PRACTICES

Authority requires that Bidder must observe the highest standards of ethics during the entire process of RFP evaluation and during execution of the contract. In pursuance of this policy, Authority defines, for the purpose of this provision, the terms set forth as follows:

- i. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of the Authority in contract executions.
- ii. "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to the Authority, and includes collusive practice among Bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive the Authority of the benefits of free and open competition.
- iii. "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which is given by the Authority in this RFP.
- iv. "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of a contract.

Authority shall reject the Bid proposal for award of contract, if it determines that the Bidder recommended for award, has been found to have been engaged in corrupt, fraudulent, or unfair trade practices. Once the contract is signed and if it is noticed that the bidder has indulged into the Corrupt / Fraudulent / Unfair / Coercive practices, it will be a sufficient ground for the Authority without prejudice to its any other rights or remedies for termination of the contract and forfeit EMD or PBG and /or initiate black-listing of the bidder.

11. CONFLICT OF INTEREST

- a. A bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Authority shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to Authority for, inter alia, the time, cost and effort of Authority including consideration of such Bidder's Bid, without prejudice to any other right or remedy that may be available to Authority hereunder or otherwise.
- b. Authority requires that the bidder provides solutions which at all times hold Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of Authority.

12. TRANSFER AND SUB-CONTRACTING

- a. The contractor shall not, save with the previous consent in writing of the Procuring Entity, sublet, transfer, or assign the contractor any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.
- b. The contractor shall notify the Procuring Entity in writing all subcontracts awarded under the contract if not already stipulated in the contract. In its original bid or later, such notification shall not relieve the contractor from any of its liability or obligation under the terms and conditions of the contract. Subcontract shall be only for bought out services and incidental goods/ works. Subcontracts must comply with and should not circumvent Contractor's compliance with its obligations, based on which Contract is awarded to him.
- c. If the contractor sublets or assigns this Contract or any part thereof without such permission, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder.

7 ANNEXURES

7.1 ANNEXURE 1: FORMAT FOR BID COVERING LETTER

(To be on company letter head)

RFP Reference No:

Date:

To,

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

Sub: Request for Proposal for Selection of _____.

Ref: RFP No. <<.....>> dated <<...>>

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services as required and outlined in the RFP for the Selection of _____.

We attach here to our responses to pre-qualification requirements, Technical and Price Bids as required by the RFP. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered Authority is true, accurate, verifiable, and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be disqualified from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP Document and also agree to abide by this RFP response for a period of 180 days from the date fixed for bid submission. We hereby declare that in case the contract is awarded to us, we shall submit the performance bank guarantee bond in the form prescribed in the RFP.

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.

We agree that you are not bound to accept any RFP response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the bids and also all or any of the products/ services specified in the RFP response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

We declare that all the services shall be performed strictly in accordance with the RFP documents.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Bidder's Company Seal:

7.2 ANNEXURE 2: NO DEVIATION & COMPLIANCE CERTIFICATE
(on Company Official Letter Head)

To,

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

Ref: RFP No.

Subject: No Deviation & Compliance Certificate

1. With reference to our Bid submitted against the above referred RFP no....., we hereby confirm that we comply with all terms, conditions and specifications of the end customer Tender Documents read in conjunction with Amendment(s)/Corrigendum(s) / Clarification(s) (if any) issued by end customer prior to last date of submission of bids and the same has been taken into consideration while submitting our bid and we declare that we have not taken any deviation in this regard.
2. We further confirm that any deviation, variation or additional conditions etc. or any mention, contrary to Bidding Documents and its Amendment(s)/Corrigendum(s) / Clarification(s) (if any) as mentioned at 1.0 above found anywhere in our bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever.

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Bidder's Company Seal:

7.3 ANNEXURE 3: DECLARATION OF NON-BLACKLISTING
(To be submitted on Rs. 100 stamp paper and duly notarized)

To,

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

**Subject: Self Declaration of not been blacklisted in response to the Request for Proposal
for _____”**

Ref: RFP No. <<.....>> dated <<>>

Dear Sir,

We confirm that our company or firm, _____ having its registered office at _____ (Address) is currently not blacklisted in any manner whatsoever by any of the Central, State Government, Union Territories, Government Undertakings or Urban Local Bodied (ULB) State or 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 for a period of five (5) years from the date of bid submission.

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Bidder's Company Seal:

7.4 ANNEXURE 4: TOTAL RESPONSIBILITY CERTIFICATE

Place

Date

To,

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

Subject: Self Declaration for Total Responsibility in response to the Request for Proposal for Selection of _____”

Ref: RFP No. <<.....>> dated <<>>

This is to certify that we undertake the total responsibility for the defect free operation of the proposed solutions as per the requirement of the RFP for the duration mentioned in RFP.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

7.5 ANNEXURE 5: BIDDERS EXPERIENCE

Project execution experience (In Bidding Entity's Letter Head)

Eligible Assignments of the Bidder

S.I.	Name of the Client	Location	Description	Value of Contract Work in Rs.	Duration(Start date – Completion Date) & Status Completed Ongoing
1.					
2.					
3.					

(Authorized Signatory)

Signature:

Name:

Designation:

Bidding entity's name

Address:

Seal:

Date:

7.6 ANNEXURE 6: OVERVIEW OF PROPOSED SOLUTION

Bidders are required to provide a detailed Approach & Methodology as part of their technical proposal along with presentation covering the following to execute the entire project. Bidders are advised to comply with the below provided headers/Approach components while detailing out their solution.

1. Understanding of the scope
2. Approach & Methodology
3. Project Plan & Delivery Timelines
4. Product specifications /catalogue

***Note:** Approach & Methodology to be limited to maximum 20 pages A4 sheet. This is to be submitted along with technical bid.

The various components under the section can be divided into below components:

Understanding of Terms of Reference (TOR)

In this sub section the Bidder shall clearly state its understanding of the TOR and also highlight its important aspects. The Bidder may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the objectives laid down in the TOR. Bidder may particularly describe their understanding of scope of work as per TOR.

Approach & Methodology

In this sub section you should explain your approach to the requirement, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Section should highlight the problems being addressed and their importance, and explain the technical approach proposed to address them. Proposed methodology should be detailed and compatibility with the proposed approach should be highlighted. The Bidder should specify the process to be carried out, their approach to perform the task, and provide a quality assurance plan for carrying out the Work.

Project Plan & Delivery Timelines

In this sub section you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client) and timelines of the work. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, templates, and tables to be delivered as output during the course of the engagement, should be included here. The work plan should be consistent with the Terms of Reference.

Product specifications /catalogue

In this sub-section, provide the details of the products, brands and their technical specifications.

7.7 ANNEXURE 7: FORMAT OF AFFIDAVIT

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY BIDDER ALONGWITH THE RFP 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 BIDDER) ***

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

M/s_____ (hereinafter called the Bidder) for the purpose of the RFP documents for the work of _____ as per the RFP No. _____ of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the behalf of the Bidder including its constituents as under:

1. I/we the Bidder, am/are signing this document after carefully reading the contents.
2. I/we the Bidder also accept all the conditions of the RFP and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the RFP documents from RailTel website 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 RFP document. In case of any discrepancy noticed at any stage i.e. evaluation of RFP, 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 RFP response 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 RFP, it shall lead to forfeiture of the RFP EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the Bidder)** _____ 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 BIDDER

VERIFICATION

I/We above named RFP 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 BIDDER

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

7.8 ANNEXURE 8: EMD (AS BG)

BG NO :
ISSUANCE DATE : DD-MM-YYYY
BG AMOUNT : Rs xxxxxxxx /-
EXPIRY DATE : xx-xx-20xx
CLAIM EXPIRY DATE : xx-xx-20xx

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, **<Bidder's Name (CIN:->** having its registered office at **<Bidder's address>** (Here in after called "the said Contractor(s)") from the demand, under the terms and conditions of **RFP NO.** made between **RailTel Corporation of India Limited** and **<Bidder's 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 **<Bidder'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 **RailTel** in writing.

Date : DD-MM-YYYY

Place :

7.9 ANNEXURE 9: PROFORMA FOR PERFORMANCE BANK GUARANTEE

PERFORMANCE BANK GAURANTEE BOND

(On Stamp Paper of Rs one hundred)

(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited., Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 (Herein after called RailTel) having agreed to exempt(Hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement No.....dated.....made between..... and..... for (hereinafter called " the said Agreement") of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.(Rs only). We (indicate the name of the Bank) hereinafter referred to as "the Bank") at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We , Bank and our local branch at New Delhi (indicate detail address of local New Delhi branch with code no.) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs

3. We, bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Tenderer(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Tenderer(s) shall have no claim against us for making such payment.

4. We, Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied

or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim Page 59 of 96 under the Guarantee is made on us in writing on or before the We shall be discharged from all liability under this Guarantee thereafter.

5. We,..... (indicate the name of Bank) further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

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

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

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

Dated the day of __, 2023

for

(indicate the name of the Bank)

Witness

1. Signature Name

2. Signature Name

7.10 ANNEXURE 10: PRICED BOQ FOR REFERENCE

(If it is found to be part of the Technical Bid, the bid will be disqualified)

Please refer BOQ Sheet(can be downloaded from E-Nivida Portal)

S N	SUMMARY OF CHARGES	Total Base Amount(₹)	Total Tax(GST) Amount(₹)	Total Amt ₹(Inc. GST)
1	SPORTS INFRASTRUCTURE DEVELOPMENT (A)			
2	SPORTS EQUIPMENT PROVISIONING (B)			
Grand Total				

*For Unpriced BOQ Pls refer BOQ Sheet

The '**Total Amount (A+B) as calculated in the ANNEXURE 10: FINANCIAL BID FORMAT**' would be considered only for the evaluation of financial bid.

The Commercials to be given for One Year only. Any of the items can be procured / services utilised over the next 3 years (i.e. total period of 4 years) with no increment in the quoted commercials.

(Signature, name, and designation of the authorized signatory)

Special Notes:

1. Prices should be quoted in Indian rupee.
2. The Quoted price must include all other taxes, transportation/installation and default warranty of one year wherever applicable.
3. All the delivery locations will be spread across all over India including remote places, exact location and delivery schedule will be given to the selected partner.
4. Prices quoted should be correct to two decimal places.
5. Bidder need to quote for all the items. Total Price of all items will be considered for financial evaluation. Bids will be rejected in case null/zero or not quoted for any of the item mentioned.
6. This pricing will be valid for one-year and may be extended based on mutual agreement, exact quantity will be provided to the selected bidder. Multiple purchase orders can be given with varying quantity within the validity date

7.11 ANNEXURE 11: INSTRUCTIONS FOR ONLINE BID SUBMISSION

Following are the instruction for online bid submission as per the term and conditions:

The bidders are required to submit soft copies of their bids electronically on the e-tender Portal, using valid Class 3 Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the e-tender Portal and submitting their bid online on the e-tendering portal as per uploaded bid. **Prepare their bids in accordance with the requirements and submitting their bids online on the e-tender Portal.**

More information useful for submitting online bids on the e-tender Portal may be obtained at:
<https://RailTel.enivida.com>.

1. REGISTRATION:

- i. Bidders are required to enrol on the RailTel enivida portal (URL: <https://RailTel.enivida.com>) by clicking on the link “Online bidder Registration” on the e-tender Portal by paying requisite Registration fee as mentioned on the e-portal (Approx Rs.2360/-) Per vendor/per year.
- ii. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- iii. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidder.
- iv. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (**Only Class III Certificates with signing + encryption key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- v. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- vi. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
- vii. The scanned copies of all original documents should be uploaded in pdf format on portal <https://RailTel.enivida.com>.
- viii. After completion of registration payment, you need to send your acknowledgement copy on our help desk e-mail id ewizardhelpdesk@gmail.com for activation of your account

2. SEARCHING FOR TENDER DOCUMENTS

- i. There are various search options built in the RailTel Corporation of India Limited e-tender Portal, to facilitate bidders to search active tenders by several parameters.
- ii. Once the bidders have selected the tenders they are interested, they can pay the processing fee as mentioned on the e-portal (Including GST) (NOT REFUNDABLE) by net-banking / Debit / Credit card. After that respective contractor/Vendor may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3. PREPARATION OF BIDS

- i. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- iii. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with colored option preferably which helps in reducing size of the scanned document.
- iv. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.
- v. These documents may be directly submitted from the "My Documents" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

4. SUBMISSION OF BIDS

- i. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to any issues.
- ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by RailTel.
All the papers should be uploaded with DSC of authorised person.

- iii. Bidder has to select the payment option as “Online Payment” to pay the tender fee / EMD as applicable and enter details of the instrument.
- iv. Bidder should submit the EMD online as per the instructions specified in the tender document. In case of non-submission of EMD amount (where applicable) online, the uploaded bid will be summarily rejected.
- v. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- vi. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- vii. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- viii. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- ix. Upon the successful and timely submission of bid click “Complete” (i.e. after Clicking “Submit” in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
- x. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

5. ASSISTANCE TO BIDDERS:

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the 24x7 Helpdesk Support.

Please feel free to contact RailTel E-Nivida Helpdesk (as given below) for any query related to e-tendering.

i. Helpdesk landline No: 011-49606060

ii. Mr. Amrendra (9355030628)

iii. Mr. Birendra Kumar (09205898228)

RailTel Contact-I (for general Information)

Vrishad Shahade: AGM/EB/CO

Telephone 011-22900600

RailTel Contact-II (for general Information)

Anish Singh Gusain: DGM/EB/CO

Telephone 011-22900600

6. BID RELATED INFORMATION FOR THIS TENDER

The entire bid-submission would be online on RailTel E-Nivida Portal. Broad outline of submissions are as follows:

- i. Submission of Bid Security/ Earnest Money Deposit (EMD)
- ii. Submission of digitally signed copy of Tender Documents/Addenda
- iii. Two Stage, two Packet.
- iv. Online response to Terms & Conditions of Tender.
- v. (Optional) Online Submission of modification, substitution bids for technical or financial parts, or withdrawal bid.

NOTE: Bidder must ensure that the bid must be successfully submitted online as per instructions of RailTel E-Nivida Portal.

1. ONLINE SUBMISSIONS:

The bidder is required to submit all the relevant documents online only with the following documents.

- a) EMD submission as per details mentioned in tender notice.
- b) Tender Cost submission as per details mentioned in tender notice.
- c) Power of attorney to be submitted online in accordance with Eligibility Clause of this RFP, Original copy is needed to be submitted by the successful bidder before issuance of LOA.
- d) Deleted

2. SUBMISSION OF ELIGIBILITY CRITERIA RELATED DOCUMENTS:

Eligibility criteria related documents as applicable shall also be scanned and submitted "ONLINE"

NOTE: In case of internet related problem at a bidder's end, especially during 'critical events' such as a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections.

In case there is a problem at the RailTel enivida portal service provider's end (in the server, leased line, etc.) due to which all the bidders face a problem during critical events, and this is brought to the notice of RailTel by the bidders in time, then RailTel will promptly reschedule the affected event(s).

3. INSTRUCTIONS FOR TENDER DOCUMENT TO THE BIDDERS:

The RailTel Tenders are published on www.RailTelindia.com and on RAILTEL E-NIVIDA Portal <https://RailTel.enivida.com/>.

NOTE: For online bid submission the bidder will have to necessarily download an official online copy of the tender documents from RAILTEL E-NIVIDA portal, and this should be done well before the deadline for bid-submission.

4. SUBMISSION OF OFFERS AND FILLING OF TENDER:

This e-tender should be duly submitted online using the RailTel enivida portal <https://railtel.enivida.com>. For detailed instructions please refer to RAILTEL E-NIVIDA Portal.

5. ATTENDANCE OF REPRESENTATIVES FOR TENDER OPENING:

Representatives of bidders desirous to attend the tender opening can do so on production of a proper letter of authority from the respective firm, failing which they may not be allowed to attend the tender opening. Authorized representatives of those firms who have submitted the tender documents alone shall be allowed to attend the tender opening.

7.12 ANNEXURE 12: NON-DISCLOSURE AGREEMENT (NDA) FORMAT

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “**Agreement**”) is made and entered into on this ____ day of ____, 20XX (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: UNPUBLISHED 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.

_____ :	<u>RailTel Corporation of India Limited:</u>
By _____	By _____
_____	_____
Name:	Name:
Title:	Title:

Witnesses

7.13 ANNEXURE 13: CERTIFICATES RELATED TO GUIDELINES ISSUED BY MINISTRY OF FINANCE THROUGH OM NO. 6/18/2019-PPD DATED 23.07.2020

(i) Certificate to be provided by Tenderer on their letter heads:

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

(ii) Certificate for Tenderer for Works involving possibility of sub-contracting:

“I have read the clause regarding restrictions on bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]”.

7.14 ANNEXURE 14: RAILTEL'S INTEGRITY PACT PROGRAM

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

- a) Only those vendors who have purchased the tender document and signed the IP document can send their grievances, if any, to the Independent External Monitors (IEMNs) through the nodal officer, i.e. Principal Executive Director/EB, RailTel.

Name of IEMs and contact details:

Name	Contact
Shri. Vinit Kumar Jayaswal	E-Mail: gkvinit@gmail.com
Shri. Punati Sridhar	E-Mail: poonatis@gmail.com

Name & contact details of Nodal Officer (IP) in
RailTel: Principal Executive Director /Enterprise
Business RailTel Corporation of India Ltd
6th Floor, Office Block Tower-2,
NBCC Complex, East Kidwai
Nagar, New Delhi-110023

- b) If the order, with total value equal to or more than the threshold value, is split to more than one vendor and even if the value of PO placed on any/each vendor(s) is less than the threshold value, IP document having been signed by the vendors at bid stage itself, the Pact shall continue to be applicable.
- c) Bidder of Indian origin shall submit the Integrity Pact online on a non judicial stamp paper of Rs. 100/- duly signed by the person signing the bid. If the bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.
- d) Bidder of foreign origin may submit the Integrity Pact online on its company's letterhead, duly signed by the person signing the bid.

- e) The 'Integrity Pact' shall be submitted online by the Bidder duly signed in all pages along with the Bid. Tender received without signed copy of the Integrity Pact document will be liable to be rejected. Proforma for signing the Integrity Pact is available in **Annexure-15** of this RFP document.
- f) The hardcopy of Integrity Pact has to be submitted preferably **within 15 days of last date of submission of bids**.
- g) In case, the hardcopy of signed Integrity Pact is received along with the bid, then, on behalf of RailTel, the Integrity pact will be signed by DRAFT the concerned representative in the Bid Opening Committee immediately on receipt of Integrity Pact signed by the Bidder at the time of Bid opening. One copy of the Integrity Pact shall be retained by RailTel and the 2nd copy will be issued to the representative of the bidders during bid opening. If the Bidders representative is not present during the Bid opening, the 2nd copy shall be sent to the bidder by post/courier.
- h) In case, the hardcopy of signed Integrity Pact is received after the date of bid opening, then, on behalf of RailTel, the Integrity pact will be signed by the concerned representative in the Bid Opening Committee immediately on receipt of Integrity Pact signed by the Bidder. One copy of the Integrity Pact shall be retained by RailTel and the 2nd copy shall be sent to the bidder by post/courier.

7.15 ANNEXURE 15: PROFORMA FOR SIGNING THE INTEGRITY PACT

2 copies -(non judicial stamp paper of Rs. 100/-) PROFORMA FOR SIGNING THE INTEGRITY PACT

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

And

....., hereinafter referred to as “The Bidder/ 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 Bidder(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.

Section 1- Commitments of the Principal

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

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

1. The Bidder(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 Bidder(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 Bidder(s)/Contractor(s) will not enter with other Bidders 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 Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(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 Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(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 Bidder(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 Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments 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 Bidder(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 Bidder(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 Bidder(s)/Contractor(s) from the tender process & exclude him from future business dealings as per the existing provisions of GFR, 2017, PC ACT 1988) or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings" and any other

Financial Rules/Guidelines applicable to the Principal. Copy of the “Guidelines on Banning of business dealings” is annexed and marked as Annex-“B” please refer the URL <https://www.railtelindia.com/images/pdf/Annexure A B for Integrity Pact.pdf>

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(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 Bidder 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 bidder 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”.

3.

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

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a signed commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal Contractor shall take the responsibility of the adoption of IP by the subcontractors. It is to be ensured that all sub-contractors also sign the IP.
3. In case of a Joint Venture, all the partners of the Joint Venture should sign the Integrity pact.
4. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, 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 as nominated by the Central Vigilance Commission (CVC) Government of India, from the panel of IEMs maintained by it. 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 Bidder(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.
4. 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 Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.
5. 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.

Note : However, the documents /records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

6. For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management. 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.

The advice of the IEM panel is restricted to resolving issues raised by a bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders.

7. The panel of IEMs are expected to submit a joint written report to the CMD, RailTel within 30 days from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. Monitor shall be entitled to compensation on the same terms as being extended to/ provided to Independent Directors on the RailTel Board.
9. The IEMs would examine all complaints received by them and give their

recommendations/views to the CMD, RailTel at the earliest. They may also send their report directly to the CVO in case of suspicion of serious irregularities requiring legal/administrative action. Only in case of very serious issue having a specific, verifiable vigilance angle, the matter should be reported directly to the Chief Vigilance Commission.

10. The word 'Monitor' would include both singular and plural.
11. In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. Incase, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms & conditions of the contract. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties.

Section 9: Pact Duration

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the completion of contract. After award of work, the IEMs shall look into any issue relating to execution of contract, if specifically raised before them. However, the IEMs may suggest systemic improvements to the management of the organization concerned, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.

In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from 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.
5. The parties signing the IP shall not approach the Courts while representing the matters to the IEMs and he/she will await the decision in the matter.

- 6. Principal contractor shall take the responsibility of the adoption of IP by the sub- contractor.
- 7. The Integrity pact shall be deemed to form a part of contract and parties shall be bound by it's provision.
- 8. Issues like warranty/guarantee etc. should be outside the purview of IEMs
(For & on behalf of the Principal) (For & On behalf of Bidder/Contractor)

(Office Seal) (Office Seal) Place _____

Date _____

Witness 1: (Name & Address) _____

Witness 1: (Name & Address) _____

7.16 ANNEXURE 16: ANTI-COLLUSION CERTIFICATE

[Certificate should be provided on letter head]

Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of our Bid for _____ against the RFP issued by Tender Inviting Authority, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant bid.

(Signature of the Lead Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

7.17 ANNEXURE: 17: FORMAT FOR POWER OF ATTORNEY TO AUTHORIZE SIGNATORY

POWER OF ATTORNEY

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney.]

We _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name), _____ son/daughter/wife of _____ and presently residing at _____, who is presently employed with us and holding the position of _____, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for qualification and submission of our bid for the Project proposed by the _____ (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF ____.

For _____

(Signature, name, designation and address)

Accepted

(Signature, Name, Title and Address of the Attorney)

Witnesses: (Notarized)

- 1.
- 2.

Seal of firm Company

Witness 1:

Witness 2:

Notes:

- a. To be executed by all the members individually.*
- b. 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) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

7.18 ANNEXURE 18: COMPANY PROFILE

Brief company profile

#	Description	Details (to be filled by the bidder)
1	Name of the company	
2	Title of the Project	
3		
4	Official address	
5	Phone No. and Fax No.	
6	Corporate Headquarters Address	
7	Phone No. and Fax No.	
8	Website Address	
9	Details of Company's Registration (Please enclose copy of the company registration document)	
10	Name of Registration Authority	
11	Registration Number and Year of Registration	
12	GST/CST/LST/VAT registration No. (as applicable)	
13	Permanent Account Number (PAN)	
14	Company's Turnover for last 3 years (Year wise)	

15		Company's Net Worth for the last 3 years (Year wise)		

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Bidder's Company Seal:

7.19 ANNEXURE 19: DETAILED PROJECT SCOPE AND ITEMS SPECIFICATIONS

1 PROJECT OVERVIEW

For building the foundation for excellence and implementation of Sports in 312 schools across India, the following 2 elements are to be implemented as per Scope of work:

- 1. Development of Playground / Outdoor / Indoor Sports Games Facility.**
- 2. Sports Equipment.**

A. SPORTS INFRASTRUCTURE DEVELOPMENT IN 312 SCHOOLS

1. Identification of Focus Sports in each of the 312 Schools.
2. Develop state-of-the-art sports facilities in 312 Schools, including indoor and outdoor facilities for a variety of sports - as required by each school. Particular sport/ sports will be identified for each school within the overall cost of project for a school, Hence the number of schools given for each sport is tentative.
3. Ensure that all sports facilities meet safety standards and are accessible to students with varying abilities.
4. Provide training to school staff on how to maintain and manage the new sports facilities.

As per the current requirements, the Sports Infrastructure required in 312 Schools and the list of equipment for these schools is provided in the BOQ Sheet.

*** 5 LAYER ACRYLIC SPORTS FLOORING SYSTEMS:**

Specifications:

- 1 layer of resurfacer
- 2 layers of Cushion
- 2 layers of color
- Line marking as per international standards.

**** 11MM (9+2) CUSHIONED SPORTS FLOORING SYSTEM.**

BWF/HFI/FIBA/FIVB Approved/Compatible

PU Sports Flooring 11MM (9+2) Thickness.

To Be Installed on Smooth Leveled Kota Stone/ RCC Sub-Base/ Asphalt Base.

Product specifications

Type: PU Based on cushioned system

System: 9mm rubber mat + 2 mm PU layer

Thickness: 11mm

Synopsis of Sports flooring – PU System:

- Installed on a smooth leveled surface
- Sub-base Preparation (cleaning and moisture checking will be done during the sub-base preparation)
- Adhesive layer/Primer Layer
- Sticking of 9mm rubber mat/cast in situ (SBR granules With PU Binder & laid evenly)
- Pore filler coat
- The First layer of 1mm liquid-applied PU layer
- Second layer of 1mm liquid-applied PU layer
- One coat of color coat on the top surface
- Game line marking.

***** Vinyl Cushion Indoor Impact Sports flooring**

Supply and application of vinyl Cushion Indoor Impact Sports flooring of 4.5mm thick with 1.5mm wear layer in roll size of (1.8m x 15m)

- PVC Cushion Indoor Sports flooring with I Indentation Resistance of less than 0.5 and good Abrasion & Impact Resistance
- Shock absorption property of more than 35
- Good ball rebound property of about 98%.
- Installation With Seamless Thermo Welding of joints and Game line marking (Inclusive of all accessories)
- Choice of different color options

B. SPORTS EQUIPMENT PROVISIONING IN 312 SCHOOLS

Selected Bidder to provide high-quality sports training equipment to each of the 312 Schools. The list of equipment for these schools is provided in the BOQ Sheet.

Selected Bidder to develop a system for the distribution, and maintenance of sports equipment, as per requirement of individual school with Material Distribution & Tracking Software. Selected bidder to also train school staff on how to use and care for sports equipment.

1.1 IMPLEMENTATION PLAN: PLANNING AND DESIGN

- Develop a detailed plan for the implementation of sports infrastructure development across 312 Schools.
- Consider factors such as budget, timeline, safety standards, and accessibility.
- Design and develop state-of-the-art sports facilities and equipment that meet the needs of students and support the delivery of a quality sports education program.
- Ensure that all facilities and equipment meet safety standards and are accessible to students with varying abilities.

Implementation

- Construct and install sports facilities, as per the requirement of each school
- Provision of Sports equipment to each school

Monitoring of Supplies and Installation

- Material Tracking Software for monitoring of the Sports Equipment supplied and installed at respective JNVs.

PROJECT TIMELINES

THE FOLLOWING ACTIVITIES NEED TO BE COMPLETED WITHIN THE STIPULATED TIMELINES

1. Needs assessment: T + 2 weeks
2. Planning and design: T + 2 weeks
3. Implementation:
 - a. Sports Infrastructure (as per each School requirement)
 - i. T + 60 to 120 days (depending upon the type of changes required)
 - b. Supply of Sports Equipment (as per each School requirement):
 - i. T + 25 to 60 days in Year One
 - ii. To be replenished or supplemented with additional sports equipment at the beginning of each subsequent year, as required in each school

Note: -

- Delivery Timeline for the equipment and material at all locations will be 90 days.
- The Installation of equipment, and completion of construction and civil work may take up to 120 days depending on the site conditions.

Customer & RCIL will review the progress on periodical basis(as and when required) of the entire project. Renewals will be made based on the achievement of key success factors, laid down jointly by Customer and RCIL

2 WARRANTY:

1. BIDDER must ensure that products are free from manufacturing defects on both material and workmanship and that the product will comply with the technical specifications set out in the published technical and promotional materials at the time of sale and order finalization.
2. Warranty Period:
 - a. A minimum of 1 year of Warranty on Sports Surfaces and All Sports and Fabricated Equipment from the date of installation
 - b. Warranty on consumables like balls racquets and plastic / PVC training equipment - as per the warranty provided by respective manufacturers
3. Responsibilities
 - a. The BIDDER's obligation under this warranty shall be repairing the parts which are found to be defective.
 - b. If by any chance a defect is discovered, the customer will notify BIDDER directly. If any good/part is proven to be defective within one year under normal non-abusive conditions, it will be the responsibility of the BIDDER for the repair of the defective goods/parts.
 - c. The BIDDER warranty shall not cover dissatisfaction due to damage from improper maintenance or usage, or general misuse, including and without limitations; burns, cuts, tears scratches, scuffs, damage from rolling loads, damage from cleaning products not recommended by BIDDER, slight shade variation or shade variations due to excessive exposure to direct sunlight, or differences in color between samples or photographs and actual flooring.
 - d. A defective part will be repaired within the warranty period provided, although the BIDDER will charge for abused, worn out, faded, or broken parts."