



रेलटेल
RAILTEL

A Navratna CPSE
Govt of India

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

Southern Region Office

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

Corporate Office

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

www.railtel.in

Invitation for Expression of Interest
For

“Supply, installation and support of enterprise-grade software licenses with support”

EOI No: RailTel/SR/SC/Mktg/2025-26/EOI/009, Dt. 31.07.2025.

EOI NOTICE

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

EXPRESSION OF INTEREST

EOI No: RailTel/SR/SC/Mktg/2025-26/EOI/009, Dt. 31.07.2025..

RailTel Corporation of India Ltd., (hereafter referred to as RailTel) invites responses from RailTel Empanelled / Applied for Empanelment Partner/System Integrator for exclusive PRE-BID TEAMING ARRANGEMENT for **“Supply, installation, and support of enterprise-grade software licenses with support”**

The details are as under:

1	Date of EOI Floating	31.07.2025
2	Last date for submission of Bids against EOI	04.08.2025 17:30 hrs
3	Opening of Bids received against EOI	04.08.2025 17:45 hrs
4	Number of packets	Single Stage (Single Packet System)
5	EOI document cost inclusive tax (non-refundable)	Nil
6	Estimated Value of EOI	Rs. 2,19,10,632/-
7	Portal for Submission of bids	https://railtel.eNivida.com
8	EOI EMD	<p>EMD of Rs.2,19,106/- to be submitted in form of BG or Payment through NEFT/RTGS in RailTel e-Nivida Portal.</p> <p>RailTel Corporation of India Limited Account No: 327301010373007, IFSC Code: UBIN0805050, Bank Name: Union Bank of India, Branch address: Union Bank of India, RP Road Branch, Bungalow no 109, New No 1-7-252 to 254 Oxford Street, SD Road, Near Park Lane Center Secunderabad - 500003.</p>

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

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

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

Level:1 Contact: Sh. Sneha Tripathi, Position: Sr. Manager/IT & Mktg/SR
Email: sneha.sinha@railtelindia.com Contact: +91- 7093604576

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

SPECIAL CONDITIONS OF EOI

1. The EOI response is invited from eligible Empanelled/ Applied for Empanelment Partners of RailTel only.
2. Partners are required to submit soft copy of response through Online on RailTel's e-nivida portal at <https://railtel.enivida.com> duly signed by Authorized Signatories with Company seal and stamp.
3. All the document must be submitted with proper indexing and page no.
4. If, the interested partner is OEM/Distributor of OEM/Direct Partner of OEM, it should submit the supporting document for the same.
5. Consortium Not Allowed.
6. Transfer and Sub-letting. The Partner/consortium has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present.
7. Partner has to agree to comply with all scope of work and term and conditions including special term and condition, SLA and OEM technical & Financial documentation including Technical certificates/others as per end-to-end requirement mentioned in the EOI & its corrigendum (if any)
8. Quantities in Schedule of requirement (SoR) may vary by +/- 25%.
9. License support as per SoR varies from one year to Five years, RailTel at its discretion may issue PO with license support from one year to Five Years.
10. Affidavit as per Annexure 4 and Power of Attorney should be submitted in original and hard copy before signing of agreement with RailTel.

CHAPTER -1: INTRODUCTION

1.1 RAILTEL – INTRODUCTION

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

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

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

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

CHAPTER -2:
EOI OBJECTIVE AND SCOPE OF WORK

2.1 PROJECT BACKGROUND AND OBJECTIVE OF EOI

RailTel intends to provide Data centre services to its customer for **“Supply, installation and support of enterprise-grade software licenses with support”**

RailTel invites EOIs from RailTel's Empanelled/ Applied for Empanelment Partners for the selection of suitable Partner for **“Supply, installation and support of enterprise-grade software licenses with support”** The empaneled partner/Applied is expected to have excellent execution capability and good understanding of RailTel's Data Centre environment

2.2 Scope of work and objective of EOI

- 2.2.1 This procurement involves the **Supply, installation and support of enterprise-grade software licenses with support**
- 2.2.2 Bidder response should be fulfilling the Objective listed in the Eoi and shall comply fully with features listed in Eoi

2.3 Software Licenses:

- Red Hat Enterprise Linux for SAP Solutions (Premium) – 5 Years
- Red Hat Enterprise Linux Server with Satellite (Premium & Standard) – 5 Years
- Red Hat JBoss Enterprise Application Platform – 16 Cores, 1 Year
- Microsoft Windows Server Standard 2025 – 2 Core Pack (Perpetual)
- Microsoft SQL Server Standard 2022 – 2 Core Pack (Perpetual)

2.4 Support Services:

- 24x7 premium support for Red Hat products
- Standard support for Microsoft products
- Access to updates, patches, and security advisories

2.5 Delivery & Installation:

- Delivery of license keys and documentation

2.6 Training & Documentation:

- Basic training for IT staff on license usage and support access

2.7 Compliance & Reporting:

- Assist in audits and renewals as required

Schedule of requirement (SOR)

Supply, installation and support of enterprise-grade software licenses with support			
Sl. No	Item	Units	Qty
1	Red Hat Enterprise Linux for SAP Solutions, Premium (Physical or Virtual Nodes) for 5 Years Support	Nos	21
2	Red Hat Enterprise Linux Server with Satellite, Premium (Physical or Virtual Nodes) for 5 Years support	Nos	3
3	Red Hat Enterprise Linux Server with Satellite, Standard (Physical or Virtual Nodes) for 5 Years support	Nos	6
4	Red Hat Jboss Enterprise Application Platform, 16 Cores standard Subscription 1 year.	Nos	1
5	Microsoft Windows Standard 2025 (with N-2 Version Support), 2 Cores Pack (Perpetual)	Nos	9
6	Microsoft SQL Server Standard 2022, 2 Cores Pack (Perpetual)	Nos	3

- i. RailTel may vary the quantities by +/- 25% (rounder off to nearest Integer).

CHAPTER -3: EOI GUIDELINES

3.1 EOI GUIDELINES

3.1.1 Language of Proposals

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

3.1.2 RailTel's Right to Accept/Reject responses

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

3.1.3 EOI response Document

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

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

3.1.4 Period of Validity of bids and Bid Currency

Bids shall remain valid for a period of 180 days from the last date of submission of bids as per EOI.

3.1.5 Bidding Process

The bidding process as defined subsequent Chapters.

3.1.6 Bid Earnest Money (EMD)

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

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

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

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

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

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

- 3.1.6.6.1 The EOI EMD may be forfeited and or penal action shall be initiated if a Partner withdraws his offer or modifies the terms and conditions of the offer during validity period.
- 3.1.6.6.2 In case of non-submission of SD/PBG (as per clause no. 6.2) lead to forfeiture of EOI EMD, EMD (balance proportionate EMD) if applicable and or suitable action as prescribed in the EMD Declaration shall be initiated as applicable.

3.2 Security Deposit / Performance Bank Guarantee (PBG)

- 3.2.1 In case the bid is successful, the SD/PBG of requisite amount proportionate to the agreed scope of work will have to be submitted to RailTel.
- 3.2.2 As per work share arrangements agreed between RailTel and Partner the SD/PBG will be proportionately decided and submitted by the selected Partner/consortium.

3.3 Last date & time for Submission of EOI response

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

3.4 Modification and/or Withdrawal of EOI response

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

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

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

3.5 Details of Financial bid for the above referred tender

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

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

3.6 Clarification of EOI Response

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

3.7 Period of Association/Validity of Agreement

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

CHAPTER -4: Eligibility Criteria

4.1 Partner's Profile

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

SN	ITEM	Details
1.	Full name of Partner's firm	
2.	Full address, telephone numbers, fax numbers, and email address of the primary office of the organization / main / head / corporate office	
3.	Name, designation and full address of the Chief Executive Officer of the partner's organization as a whole, including contact numbers and email Address	
4.	Full address, telephone and fax numbers, and email addresses of the office of the organization dealing with this tender	
5.	Name, designation and full address of the person dealing with the tender to whom all reference shall be made regarding the tender enquiry. His/her telephone, mobile, Fax and email Address	
6.	Bank Details (Bank Branch Name, IFSC Code, Account number)	
7.	PAN CARD	
8.	GST Registration number	

4.2 Eligibility Criteria for Bidding Business Partner of RailTel:

SN	Description	Documents to be uploaded
A) General Eligibility		
1	Bidder must be empaneled with RailTel as business associate.	Copy of Empanelment letter.
2	Power of Attorney	Power of Attorney and Board Resolution in favor of one of its employees who will sign the Bid Documents.
3	Agency must be any private/public limited company or partnership firm or autonomous body or organization or society or any other institution registered/incorporated under relevant statute. The agency should be in existence for minimum 5 years, as on due date of EOI.	Certificate of incorporation/ Relevant valid certificates

SN	Description	Documents to be uploaded
4	Agency must have Income Tax Registration (PAN) and GST Registration.	Certificates of GST, PAN
B) Financial Eligibility		
1	The Bidder must have cumulative turnover from operation of minimum Rs.2.95crores during last 03 (three) financial year(s) i.e. FY2022-23, FY2023- 24 and FY2024-25) from ICT.	Copy of the audited financial statement for required financial years. Audited Accounts (Balance Sheet and Profit and Loss Account etc.) with Certificate from CA/CS/Cost Accountant for corresponding financial years with valid UDIN.
2	Bidder should also have a positive net worth in the last 3 financial (FY2022- 23, FY2023-24, and FY2024-25).	Positive Net Worth and Profitability Certificate is-sued by the CA for the last three financial years (FY2022- 23, FY2023-24, and FY2024-25). Certificate should contain UDIN no. issued by ICAI
C) Technical Eligibility		
1	<p>Bidder should have experience as below:</p> <p>Minimum 3 years of experience in Supply, installation and support of enterprise-grade software licenses with support to government/PSU.</p> <p>1 project of contract value at least Rs.1.18 crores Or (i) 2 projects of contract value at least Rs.78.87 Lakhs. Or (ii) 3 projects of contract value at least Rs.59.15 Lakhs.</p>	<p>1) Copy of the purchase order and user acceptance report or Certificate of completion of the work from respective clients.</p> <p>2) For substantially completed work, The actual completed work value shall be considered for PO produced for experience. Particulars of payment received should be certified by CA with UDIN and Proof of supplies from customer to be submitted.</p>
2	Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India.	Bidder should specifically confirm on their letter head in this regard
3	Bidder to confirm they adhere to the Technical Requirements outlined in Scope of Work	All Bidders must submit signed and stamped copy of technical Compliance. If the Bidder complies with the mandatory requirements, the Bidder should enter a "Y" or "Yes" in the column supported by Verifiable documents like Data Sheet, Product Documentation etc.
D) Other Eligibility		

1	The Bidder (including its OEM, if any) must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020	Bidder should specifically certify in Appendix A in this regard and provide copy of registration certificate issued by competent authority wherever applicable
2	The bidder needs to submit the documents required under MAF from the respective OEMs (for enterprise-grade software licenses with support) as part of the solution mentioning Back-to-Back arrangement, TAC support, End of Support.	MAF as per the Tender Document as mentioned below: (i) The MAF is required to be addressed to RailTel referring this subject EOI in favor of Bidder.
3	The bidder including Sub contractors should not have been black listed currently by Central Govt./State Govt./CPSU in India or anywhere globally by Government for security reasons.	Self-Declaration by the Bidder on Company's letter head
4	The bidder, if participating as Channel Partner of any OEM, then each OEM of whose the products/solutions/ services are proposed should have support centers and level 3 escalation (highest) located in India. For OEMs, directly participating, the conditions mentioned above for support center remain applicable.	Bidder should the certificate from OEM on OEM's letter head.
5	The Bidder should provide details of Single point of contact (SPOC). Bidder should provide escalation matrix with e-mail address & contact numbers (Mobile number and direct telephone number) up to Top executive (CEO/CTO/MD/ Chairman) for both Bidder & OEM.	OEM should specifically provide all details and confirm on their letterhead in this regard.

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

CHAPTER -5: Evaluation and Payment Terms

5.1 Evaluation Criteria

- 5.1.1** The Partners are first evaluated on the basis of the Eligibility Criteria as per clause 6 above.
- 5.1.2** The Partner who fulfils the Eligibility criteria of Bidding sole partner/ consortium shall be further evaluated on the basis of Technical Evaluation and Financial evaluation.
- 5.1.3** For the opened bid as per outcome of the Eligibility criteria above, the partner will be selected on the lowest quote (L-1) basis for complete 'Scope of Work' as mentioned in the EOI document and documents of technical specifications of RailTel, subject to the respective overall bid is in compliance to the requirements of this EOI. The so selected partner will be termed as 'Commercially Suitable Partner (hereafter referred to as 'PARTNER')'. It is re-mentioned, that the final selection of PARTNER will be on the L-1 basis only. Further, RailTel reserves the right to have negotiation with the PARTNER at any stage before issuing Work Order.
- 5.1.4** The Partner with lowest commercial (L1) offer will be selected for exclusive pre-bid arrangement for optimizing technical and commercial solution so that most winnable solution is submitted to RailTel.
- 5.1.5** RailTel reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants. The RailTel evaluation committee will determine whether the proposal/ information is complete in all respects and the decision of the evaluation committee shall be final. RailTel may at its discretion assign lead factor to the Partner as per RailTel policy for shortlisting partner against this EOI.
- 5.1.6** All General requirement mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable

5.2 Payment Terms

- 5.1.1** Payment terms is tabulated below:

S. No	Description	Percentage of Payment
1	Supply	90%
2	After Five year of Support after Go-Live	10%

Note: 10% of BG shall be released after support period as per RailTel EOI.

- 5.1.2** Payment will be released after receiving the invoice for the work / services. Any deduction/Penalties levied by RailTel on invoices of RailTel will be carried back-to- back and will be deducted from PARTNER's invoices, subject to the cause to deduction / penalty is due to deviation in terms and conditions of service standards by the PARTNER.
- 5.1.3** Documents list required at the time of payment/invoice submission by selected partner shall be: -
- PO copy issued to selected vendor.
 - Submission/Declaration of applicable BG amount against PO issued to selected partner/vendor.
 - Signed Agreement Copy
 - Original Invoice for the period claimed.
 - TDS declaration.
 - PAN, GST Registration Certificates
- 5.1.4** payment of 10% against Support will be released on submission of equivalent BG with the validity period covering the support period plus 90 days of claim period as per RailTel EOI.

##Any deduction/LD/Penalty will be imposed as per RailTel EOI and will be deducted from Partner in value terms.

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

#The last bills shall be settled after end of the contract period after adjusting all outstanding dues. #No interest is payable on any amount whatsoever to the successful Partner

5.3 Bill Passing Authority

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

5.4 Bill Paying Authority

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

CHAPTER -6: GENERAL GUIDELINES

6.1 Service Level Agreement (SLA)

The selected partner will be required to adhere to the SLA as tender clause 4.5 for given scope of work and the SLA breach penalty will be applicable back-to-back basis on the selected partner, as specified in the RailTel organization Tender. The SLA scoring and penalty deduction mechanism for in-scope of work area shall be followed as specified in the Tender. All associated clarifications, responses to queries, revisions, addendum and corrigendum, associated Prime Services Agreement PSA/MSA/SLA also included. Any deduction by Customer from RailTel payments on account of SLA breach which is attributable to Partner will be passed on to the Partner on back-to-back basis in terms of value based on its scope of work.

6.2 Performance Bank Guarantee (PBG)

- 6.2.1 In case of successful participation by RailTel in the pertinent RailTel's tender and subsequent engagements with PARTNER, The PARTNER shall at its own expense, deposit with department, within fifteen (15) days of the notification of award (done through issuance of the Purchase Order / Work Order etc.) and communicated through email, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized/ Commercial Scheduled Indian Bank as per the format enclosed in this EOI, payable on demand, for the due performance and fulfilment of the contract by the PARTNER. This PBG will be for an amount of '5%' of the contract value. The claim period should be one year more than the expiry date. The quantum of this 'percentage (%)' will be equal to the PBG % as asked by RailTel from RailTel. All charges whatsoever such as premium, commission, etc. with respect to the PBG shall be borne by the PARTNER. Besides, if the total BG amount comes upto ₹5 Lakhs, then same may be deposited through DD/RTGS/NEFT. Along with submission of PBG, PARTNER needs to submit PBG issuing bank's SFMS report. The SFMS report is also to be submitted in case of renewal/extension of PBG.
- 6.2.2 PBG should have validity for a period as per RailTel EOI and shall be on back-to-back basis. The PBG may be discharged / returned by RailTel upon being satisfied that there has been due performance of the obligations of the PARTNER under the contract. However, no interest shall be payable on the PBG. In the event, PARTNER being unable to service the contract for whatsoever reason, RailTel would invoke the PBG at its discern. Notwithstanding and without prejudice to any rights whatsoever of RailTel under the contract in the matter, the proceeds of the PBG shall be payable to RailTel as compensation for any loss resulting from the PARTNER's failure to complete its obligations under the contract. RailTel shall notify the PARTNER in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the PARTNER is in default.
- 6.2.3 RailTel shall also be entitled to make recoveries from the PARTNER's bills, PBG or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- 6.2.4 If the service period gets extended by virtue of extension of same by RailTel, PBG should also be extended accordingly.
- 6.2.5 During the contract period, RailTel may issue Purchase Order(s) for the additional services ordered by RailTel (in case) to RailTel.
- 6.2.6 In case the RailTel has sought PBG of the contract in the terms of Indemnity Bond from RailTel, the selected partner has to provide the equivalent value PBG from scheduled Bank to RailTel. No Indemnity Bond from Selected Partner will be accepted in lieu of PBG from Scheduled Bank.

6.2.7 In case RailTel has sought any other types of PBG in this contract at present or in future or else Integrity Pact PBG (presently or in future), same remain applicable on selected Partner/Consortium. The said PBG will be issued by Selected Partner from Scheduled Bank favoring RailTel Corporation of India Limited. No Indemnity Bond in lieu of such PBG will be accepted by RailTel.

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

6.3 Insurance

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

6.4 Liquidity Damages (LD):

RailTel is invoking a 10% liquidated damages clause, it's likely based on the terms outlined in their Expression of Interest (EOI) document. According to the EOI notice for IT services to RCIL customers, RailTel reserves the right to impose liquidated damages for delays or non-compliance, and the cap is typically set at 10% of the contract value.

6.5 Delivery and Inspection:

6.5.1 Delivery, Installation and Commissioning Period: within 30 days from issue of LOA.

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

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

6.6 Provisional Acceptance Certificate (PAC)

As per RailTel standard Format

6.7 Final Acceptance Certificate (FAC)

As per RailTel standard Format

6.8 Pre – Contract Integrity Pact

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

CHAPTER -7: ANNEXURES AND FORMS

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

COVERING LETTER (To be on company letter head)

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

Dear Sir,

SUB: Participation in the Eol process

Having examined the Invitation for Eol document bearing the reference number _____ released by your esteemed organization, we, undersigned, hereby acknowledge the receipt of the same and offer to participate in conformity with the said Invitation for Eol document.

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

We hereby declare that all the information and supporting documents furnished as a part of our response to the said Invitation for Eol document, are true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us, our Eol is liable to be rejected.

We hereby Submit EMD amount of Rs.____issued vide____from Bank_____.

Authorized Signatory Name
Designation

Annexure 2: Format for Self-Certificate & Undertaking

Self-Certificate (To be on company letter head)

EOI Reference No:

Date:

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

Dear Sir,

Sub: Self Certificate for Tender, Technical & other compliances

- 1) Having examined the Technical specifications mentioned in this EOI & RailTel tender, we hereby confirm that we meet all specification.
- 2) We agree to abide by all the technical, commercial & financial conditions of the RailTel EOI for which EOI is submitted (except pricing, termination & risk purchase rights of the RailTel). We understand and agree that RailTel shall release the payment to selected sole partner/lead partner in case of consortium after the receipt of corresponding payment from RailTel by RailTel. Further we understand that in case selected sole partner/lead partner in case of consortium fails to execute assigned portion of work, then the same shall be executed by RailTel through third party or departmentally at the risk and cost of selected sole partner/lead partner in case of consortium.
- 3) We agree to abide by all the technical, commercial & financial conditions of the RailTel EOI for the agreed scope of work for which this EOI is submitted.
- 4) We hereby agree to comply with all OEM technical & Financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the RailTel's RAILTEL EOI. We are hereby enclosing the arrangement of OEMs against each of the BOQ item quoted as mentioned RailTel's RAILTEL EOI. We also undertake to submit MAF and other documents required in the RailTel organization tender in favour of RailTel against the proposed products.
- 5) We hereby certify that any services, equipment and materials to be supplied are produced in eligible source country complying with OM/F. No. 6/18/2019 dated 23rd July 2020 issued by DoE, MoF.
- 6) We hereby undertake to work with RailTel as per RailTel EOI terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Criteria as required in the RailTel EOI terms and conditions like technical certificates, OEM compliance documents.
- 7) We understand and agree that RailTel is intending to select sole partner/ consortium who is willing to accept all terms & conditions of RailTel organization's RAILTEL EOI for the agreed scope of work. RailTel will strategies to retain scope of work where RailTel has competence.
- 8) We hereby agree to submit that in case of being selected by RailTel as sole partner/ consortium for the proposed project(for which EOI is submitted), we will submit all the forms, appendix, relevant documents etc. to RailTel that is required and desired by RailTel well before the bid submission date by RailTel and as and when required.

- 9) We hereby undertake to sign Pre Bid Agreement and Non-Disclosure Agreement with RailTel on a non-judicial stamp paper of Rs. 100/- in the prescribed Format.
- 10) We undertake that we will not submit directly or indirectly out bids and techno-commercial solution/association with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to RailTel organization by RailTel)

Authorized Signatory

Name & Designation

Annexure 3: Undertaking for not Being Blacklisted/Debarred

<On Company Letter Head>

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

Subject: Undertaking for not Being Blacklisted/Debarred

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

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Partner's Company Seal:

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

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

RAILTEL EOI Notification no. & date:

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

Dear Sir/Madam,

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

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

Yours very Truly,
Place:

OEM's Company Seal:
Date:

Authorized Signatory's Signature

Annexure 4: Format of Affidavit

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

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

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

M/s..... (hereinafter called the Partner) for the purpose of the EOI documents for the work of as per the EOI No.

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

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

DEPONENT

SEAL AND SIGNATURE
OF THE PARTNER

VERIFICATION

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

DEPONENT

Place: Dated:

SEAL AND SIGNATURE
OF THE Partner

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

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

This Non-Disclosure Agreement (this "Agreement") is made and entered into on this ____ day of ____, 2023 (the "Effective Date") at.

By and between

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

And ____ (CIN:), a company duly incorporated under the Provisions of Companies Act, ____ having its registered office at

__, (hereinafter referred to as '_'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of OTHER PART

RailTel and ____ shall be individually referred to as "Party" and jointly as "Parties"

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

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

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

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

1. PERMITTED USE.

(a) Receiving Party shall:

- (i) hold all Information received from Disclosing Party in confidence;
- (ii) use such Information for the purpose of evaluating the possibility of entering into a commercial arrangement between the Parties concerning such Information; and
- (iii) restrict disclosure of such Information to those of Receiving Party's officers, directors, employees, affiliates, advisors, agents and consultants (collectively, the "Representatives") who the Receiving Party, in its reasonable discretion, deems need to know such Information, and are bound by the terms and conditions of (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement.

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

- (i) is wholly and independently developed by Receiving Party without the use of Information of Disclosing Party;
 - (ii) at the time of disclosure to Receiving Party, was either (A) in the public domain, or (B) known to Receiving Party;
 - (iii) is approved for release by written authorization of Disclosing Party; or
 - (iv) is disclosed in response to a valid order of a court or other governmental body in the India or any political subdivision thereof, but only to the extent of, and for the purposes set forth in, such order; provided, however, that Receiving Party shall first and immediately notify Disclosing Party in writing of the order and permit Disclosing Party to seek an appropriate protective order.
- (c) Both parties further agree to exercise the same degree of care that it exercises to protect its own Confidential Information of a like nature from unauthorized disclosure, but in no event shall a less than reasonable degree of care be exercised by either party.

2. DESIGNATION.

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

- (i) written or other tangible form, such Information is clearly marked as proprietary or confidential when disclosed to Receiving Party; or
- (ii) oral or other intangible form, such Information is identified as confidential or proprietary at the time of disclosure.

3. COOPERATION.

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

4. OWNERSHIP OF INFORMATION.

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

5. NO OBLIGATION.

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

6. RETURN OR DESTRUCTION OF INFORMATION.

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

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

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

7. INJUNCTIVE RELIEF:

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

8. NOTICE.

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

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

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

RailTel Corporation of India limited:

Attn:
Address:
Phone
Email.

Attn:
Address:
Phone:
Email:

9. TERM, TERMINATION AND SURVIVABILITY.

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

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

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

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

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

10. GOVERNING LAW AND JURISDICTION.

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

11. COUNTERPARTS.

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

12. NO DEFINITIVE TRANSACTION.

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

13. SETTLEMENT OF DISPUTES:

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

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

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

14. CONFIDENTIALITY OF NEGOTIATIONS

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

15. REPRESENTATION

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

16. ASSIGNMENT

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

17. EMPLOYEES AND OTHERS

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

18. NO LICENSE

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

19. RELATIONSHIP BETWEEN PARTIES:

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

20: UNPULISHED PRICE SENSITIVE INFORMATION (UPSI)

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

21 MISCELLANEOUS.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth above. RailTel Corporation of India Limited:

By
Name:
Title:

By
Name:
Title:

Witnesses

Annexure-6: EMD (as BG) Format

BG NO:

ISSUANCE DATE: DD-MM-YYYY

BG AMOUNT: Rs xxxxxxxx /-

EXPIRY DATE: xx.xx.xxxx

CLAIM EXPIRY DATE : xx-

mmm-xx

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

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

We, Bank Name do here by undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount as claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any terms and conditions contained in the said Agreement or by the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. /- (In Words).

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

We, Bank's Name further agree that the Guarantee here in contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharge this Guarantee. Unless a demand or claim under the

Guarantee is made on us in writing on or before the DD-MM- YYYY (Claim Expiry Date.) We shall be discharged from all liability under this Guarantee thereafter.

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

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

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

Date: DD-MM-YYYY

Place:

Annexure-7: MAF**MANUFACTURERS' AUTHORIZATION FORM**

*(To be obtained and submitted by bidder for each OEM separately
whose solution/systems/services are proposed in this RAILTEL EOI)*

No.

Date:

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

Dear Sir:

Ref: Eoi No:

We, who are established and reputable manufacturers / producers of
_____ having factories / development facilities at
_____(address of factory / facility) do
hereby authorise _____ to submit a Bid, and sign the contract with you
against the above RAILTEL EOI.

2. We hereby extend our full warranty and support in accordance with the terms of the above RAILTEL EOI for the Products and services offered by the above OEM Partner against the above RAILTEL EOI. Support (Warranty and AMC) shall be on-site and comprehensive in nature having back to back support from us. In case Service Provider/OEM Partner fails to provide Warranty and AMC or out of service due to any reasons, then we shall either provide ourselves or make alternative arrangement for the Warranty/ Service/AMC of the Product(s) as required in accordance with the terms and conditions of the above RAILTEL EOI, at no extra cost and to the satisfaction of the RailTel.

3. We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products supplied by the OEM Partner:

- (a) Such Products as RailTel may opt to purchase from the OEM Partner, provided, that this option shall not relieve the OEM Partner of any warranty obligations under the RAILTEL EOI and
- (b) In the event of termination of production of such Products:
 - i. advance notification to the RailTel of the pending termination, in sufficient time to permit the RailTel to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the RailTel, operations manuals, standards and specifications of the Products, if requested.

4. We duly authorise the said OEM Partner to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

5. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regard in restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we are not from such a country or if from a country, has been registered with competent authority. We certify that we fulfil all the requirements in this regard and our OEM Partner is eligible to participate in the above RAILTEL EOI.

6. We have gone through the RAILTEL EOI and agree with all the terms and conditions.

Yours faithfully,

(Name of Manufacturer / Producer)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.

Annexure-8: Consortium Format (---Deleted---)

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

(To be submitted on the letterhead of the Partner)

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

Ref: EOI No " _____ "

Sub: _____

Dear Sir/Madam, We have examined the RAILTEL EOI document, we, the undersigned, herewith submit our RAILTEL EOI in response to your RAILTEL EOI no.

_____ dated _____ for _____

I. We have read the provisions of the RAILTEL EOI document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our RAILTEL EOI shall not be given effect to.

II. We agree to abide by this RAILTEL EOI, consisting of this letter, the detailed response to the RAILTEL EOI and all attachments, for a period of 180 days from the date of submission of the bid.

III. We would like to declare that we are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment and we are not under a declaration of ineligibility for corrupt or fraudulent practices.

IV. We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RAILTEL EOI.

V. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.

VI. We understand you are not bound to shortlist / accept any RAILTEL EOI you receive.

Sincerely,

Signature of Authorized Signatory and Seal of the Partner Name:

Designation:

Date:

Annexure 10 - Proposed Manpower Details (---Deleted---)

Annexure 11 – Land Border Clause Declaration

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

Tender Reference No. :

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

Dear Sir,

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

For

(Designation with seal)

Annexure 12 – Pre – Contract Integrity Pact

Deleted

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

To,

The Executive Director,
RailTel Corporation of India Ltd.,
1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road,
Opp. Shoppers Stop, BEGUMPET, HYDERABAD- 500 016

Eol Reference No.:

Sub: NIL Deviation Compliance

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

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

Seal and signature of the bidder

Place:

Date:

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

Annexure 14 - Price Bid Format

As per e-Nivida Portal