



रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का उपक्रम), पूर्वी क्षेत्र,
19वीं मंजिल, ऑरोरा वाटर फ्रंट, जीएन 34/1, ब्लॉक जीएन, सेक्टर-V,
साल्ट लेक, बिधाननगर, कोलकाता - 700 091

RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking), Eastern Region,
19th Floor, Aurora Waterfront Building, GN.34/1, Sector GN, Sector-V,
Salt Lake, Bidhannagar, Kolkata – 700091
(CIN: U64202DL2000GOI107905)

RailTel website: www.railtelindia.com
e-Tendering portal <https://railtel.enivida.com>

कॉर्पोरेट कार्यालय

प्लेट-ए, छठा तल, कार्यालय टॉवर-2,
एनबीसीसी बिल्डिंग, ईस्ट किडवाई नगर, नई दिल्ली -110023

Corporate Office

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**“पुरी (ओडिशा) में केबल लैंडिंग स्टेशन (सीएलएस) की स्थापना और संबंधित
सबमरीन केबल प्रणाली बिछाने के लिए डीपीआर तैयार करने हेतु सलाहकार
का चयन”**

के लिए

ईओआई दस्तावेज़

EOI Document
for

**“Selection of the consultant for the preparation of DPR for
setting up of Cable Landing Station (CLS) at Puri (Odisha) and
laying associated submarine cable system”**

खुली ईओआई संख्या (Open EOI No.): RAILTEL/TENDER/EOI/ER/HQ/2023-24/1513, Dt. 23.01.2024

ईओआई दस्तावेज़ की लागत (Cost of EOI Document): Rs. 5,900/- (Incl. GST)

खुलने की तारीख (Date of Opening): 14.02.2024

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अस्वीकरण (Disclaimers)

यद्यपि रेलटेल ने इसमें निहित जानकारी को तैयार करने में उचित सावधानी बरती है और इसे सटीक मानता है, इस दस्तावेज़ में निहित जानकारी व्यक्त या निहित की पूर्णता या सटीकता के रूप में या कोई भी जानकारी जो इसके साथ प्रदान की जा सकती है न तो रेलटेल या इसके कोई प्राधिकारी या एजेंसियां और न ही उनके संबंधित अधिकारी, कर्मचारी, एजेंट या सलाहकार कोई वारंटी देते हैं या कोई प्रतिनिधित्व करते हैं। इस जानकारी के संपूर्ण होने का इरादा नहीं है और इच्छुक पार्टियों को अपनी स्वयं की पूछताछ करने और साइट का दौरा करने की आवश्यकता है, जिसकी आवश्यकता बोली जमा करने के लिए हो सकती है। जानकारी इस आधार पर प्रदान की गई है कि यह रेलटेल, इसके किसी भी प्राधिकारी या एजेंसियों या उनके संबंधित अधिकारियों, कर्मचारियों, एजेंटों या सलाहकारों में से किसी पर बाध्यकारी नहीं है।

While the RailTel has taken due care in the preparation of information contained herein and believes it to be accurate, neither the RailTel or any of its Authorities or Agencies nor any of their respective officers, employees, agents, or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. This information is not intended to be exhaustive and interested parties are required to make their own inquiries and do site visits that it may require in order to submit the bid. The information is provided on the basis that it is non-binding on RailTel, any of its authorities or agencies or any of their respective officers, employees, agents, or advisors.

रेलटेल बिना कोई कारण बताए किसी भी स्तर पर बोली/ईओआई प्रक्रिया को आगे नहीं बढ़ाने, या इस दस्तावेज़ में दर्शाई गई समय सारिणी में बदलाव करने या लागू की जाने वाली प्रक्रिया या कार्यप्रणाली को बदलने का अधिकार सुरक्षित रखता है। यह बोली प्रस्तुत करने वाली किसी भी पार्टी के साथ आगे ईओआई पर चर्चा करने से इनकार करने का अधिकार भी सुरक्षित रखता है। बोली जमा करने वाले व्यक्तियों या संस्थाओं को किसी भी प्रकार की लागत की प्रतिपूर्ति का भुगतान नहीं किया जाएगा।

RailTel reserves the right not to proceed with the bidding/EOI process at any stage without assigning any reasons thereof, or to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the EOI further with any party submitting the bid. No reimbursement of cost of any type will be paid to persons or entities submitting the bids.



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(A Govt. of India Undertaking), Eastern Region,
19th Floor, Aurora Water Front, GN 34/1, Block GN, Sector-V,
Salt Lake, Bidhannagar, Kolkata – 700 091.
Phone: 033-44009950

ईओआई सूचना (EOI Notice)

ईओआई सूचना संख्या (EOI Notice No.): RAILTEL/TENDER/EOI/ER/HQ/2023-24/1513, Dated 23.01.2024

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, (इसके बाद रेलटेल के रूप में संदर्भित) " पुरी (ओडिशा) में केबल लैंडिंग स्टेशन (सीएलएस) की स्थापना और संबंधित सबमरीन केबल प्रणाली बिछाने के लिए डीपीआर तैयार करने हेतु सलाहकार का चयन " के लिए बोलियां आमंत्रित करता है।

RailTel Corporation of India Ltd., (hereafter referred to as RailTel) invites bids for "Selection of the consultant for the preparation of DPR for setting up of Cable Landing Station (CLS) at Puri (Odisha) and laying associated submarine cable system".

विवरण इस प्रकार हैं:

The details are as under:

1	ईओआई जारी करने की तिथि Date of Floating of EOI	23.01.2024
2	ईओआई के लिए बोलियां जमा करने की अंतिम तिथि Last date for submission of Bids against EOI	14.02.2024 up to 14:00 Hr.
3	ईओआई के लिए प्राप्त बोलियों को खोलना Opening of Bids received against EOI	14.02.2024 at 14:30 Hr.
4	प्रस्ताव की वैधता Validity of Offer	120 days from date of opening of bids
5	जीएसटी सहित ईओआई दस्तावेज की लागत (अप्रतिदेय) EOI document cost Incl. GST (non-refundable)	Rs. 5,900/- (Incl. GST)
6	जीएसटी सहित ईओआई प्रोसेसिंग शुल्क (अप्रतिदेय) EOI processing fee Incl. GST (non-refundable)	As per eNivida Portal
7	ईओआई की अनुमानित राशि Estimated amount of EOI	Not Applicable
8	बयाना जमा राशि (ईएमडी) Earnest Money Deposit (EMD)	Rs. 5,00,000/-
9	बोली जमा करने की विधि Bid Submission Mode	Online on https://railtel.enivida.com - eNivida Portal
10	बोली पूर्व बैठक की तिथि और समय Date and Time of Pre-Bid Meeting	30.01.2024 at 15:30 Hr. (Offline at RailTel Regional Office, Kolkata)

11	टीआरडीएस सुविधा उपलब्ध है? TReDS Feature available?	Yes, on m1xchange portal (Url: https://www.m1xchange.com)
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नोट: रेलटेल अपने विवेकानुसार उपरोक्त तिथियों को बदलने का अधिकार सुरक्षित रखता है।

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

ईएमडी ऑनलाइन बैंक ट्रांसफर के माध्यम से कोलकाता में देय रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड के पक्ष में होना चाहिए। बोलीदाता को प्रस्ताव के साथ ऑनलाइन बैंक ट्रांसफर विवरण जैसे यूटीआर नंबर दिनांक और बैंक साझा करने की आवश्यकता है।

The EMD should be in the favour of RailTel Corporation of India Limited payable at KOLKATA through online bank transfer. Bidder needs to share the online bank transfer/DD/Pay Order/Banker's Cheque details like UTR No. date and Bank along with the proposal.

संभावित बोलीदाताओं को निम्नलिखित अधिकारियों के माध्यम से ईओआई दस्तावेज के लिए इस आमंत्रण से संबंधित सभी संचारों को निर्देशित करने की आवश्यकता है:

स्तर: 1 संपर्क: श्री पंकज कुमार चांद, समूह महाप्रबंधक/टीएम/भुवनेश्वर

ईमेल: pkchand@railtelindia.com, संपर्क: +91 9777444100

स्तर: 2 संपर्क: श्री रितेंदु मैती, महाप्रबंधक/परियोजना

ईमेल: ritendumaiti@railtelindia.com, संपर्क: +91 9007044104

स्तर: 3 संपर्क: श्री मनीष कौशल, क्षेत्रीय महाप्रबंधक/पूर्वी क्षेत्र

ईमेल: maneeshk@railtelindia.com, संपर्क: +91 9007044200

Potential bidders are required to direct all communications related to this invitation for EOI document through the following Officers:

Level: 1 Contact: Mr. Pankaj Kumar Chand, Group General Manager/TM/Bhubaneswar

Email: pkchand@railtelindia.com, Contact: +91 9777444100

Level: 2 Contact: Mr. Ritendu Maiti, General Manager/Project

Email: ritendumaiti@railtelindia.com, Contact: +91 9007044104

Level: 3 Contact: Mr. Manish Kaushal, Regional General Manager/Eastern Region

Email: maneeshk@railtelindia.com, Contact: +91 9007044200

पात्र एमएसई को केवल ईओआई दस्तावेज की लागत और ईएमडी से छूट दी गई है। अन्य कोई छूट नहीं दी जाएगी।

Eligible MSEs are exempted from the cost of EOI Document and EMD only. No other exemption will be given.

नोट: ईओआई सूचना और ईओआई दस्तावेज रेलटेल की वेबसाइट पर उपलब्ध हैं और इसे www.railtelindia.com या ई-निविदा पोर्टल <https://railtel.enivida.com> से डाउनलोड किया जा सकता है। ऑनलाइन बोली जमा करने के लिए निविदाकर्ता को <https://railtel.enivida.com> पोर्टल से निविदा दस्तावेज की आधिकारिक ऑनलाइन प्रति अनिवार्य रूप से डाउनलोड करनी होगी।

Note: EOI Notice and EOI Document are available on RailTel's website and can be downloaded from www.railtelindia.com or from the e-Tendering portal <https://railtel.enivida.com>. For online bid

submission, the tenderer will have to necessarily download an official online copy of the EOI document from the portal <https://railtel.enivida.com>.

इस ईओआई के लिए भविष्य की सभी जानकारी अर्थात् शुद्धिपत्र / परिशिष्ट / संशोधन आदि केवल ई-निविदा पोर्टल पर पोस्ट किए जाएंगे। ईओआई दस्तावेज की मुद्रित प्रति रेलटेल कार्यालय से नहीं बेची जाएगी।

All future information viz. corrigendum /addendum/ amendments etc. for this EOI shall be posted on this e-Tendering Portal only. Printed copies of the EOI document will not be sold from the RailTel office.

बोलीदाता बोली में तैयारी, प्रस्तुतीकरण/भागीदारी से संबंधित सभी लागतों को वहन करेगा। आचरण या परिणाम की परवाह किए बिना इन लागतों के लिए रेलटेल किसी भी तरह से जिम्मेदार या उत्तरदायी नहीं होगा।

The bidder shall bear all costs associated with the preparation, submission/participation in the bid. RailTel in no way will be responsible or liable for these costs regardless of the conduct or outcome.

ऑफ़लाइन दस्तावेज़ जमा करने का पता:

क्षेत्रीय महाप्रबंधक, रेलटेल कॉर्पोरेशन ऑफ़ इंडिया लिमिटेड, पूर्वी क्षेत्र,

ऑरोरा वाटरफ्रंट, 19वीं मंजिल, जीएन 34/1, सेक्टर V,

बिधाननगर, कोलकाता-91 (पश्चिम बंगाल)

Address for submission of offline documents:

Regional General Manager, RailTel Corporation of India Limited, Eastern Region,

Aurora Waterfront, 19th floor, GN 34/1, Sector V,

Salt Lake, Bidhannagar, Kolkata-91 (WB)

बोलियों की भाषा:

बोली में सभी जानकारी हिंदी या अंग्रेजी में होगी। किसी अन्य भाषा में सूचना के साथ हिंदी/अंग्रेजी में उसका अनुवाद संलग्न होगा। इसका अनुपालन करने में विफल रहने पर बोली को अयोग्य घोषित कर दिया जाएगा। अर्थ में किसी भी विसंगति की स्थिति में, सभी दस्तावेजों की अंग्रेजी भाषा की प्रति मान्य होगी।

Language of Bids:

All information in the bid shall be in Hindi or English. Information in any other language shall be accompanied by its translation in Hindi/English. Failure to comply with this shall disqualify a bid. In the event of any discrepancy in meaning, the English Language copy of all documents shall prevail.

सहायक महाप्रबंधक/ अनुबंध
रेलटेल कॉर्पोरेशन ऑफ़ इंडिया लिमिटेड, पूर्वी क्षेत्र के लिए
Asstt. General Manager/ Contracts
for RailTel Corporation of India Ltd., Eastern Region

CHAPTER-1: RAILTEL – INTRODUCTION

RailTel, a "Mini Ratna (Category-I)" Central Public Sector Enterprise is an ICT provider and one of the largest neutral telecom infrastructure providers in the country owning a Pan-India optic fiber network on exclusive Right of Way (ROW) along Railway track. The OFC network covers important towns & cities of the country and several rural areas.

RailTel was incorporated on September 26, 2000 with the aim of modernizing the existing telecom system for train control, operation, and safety and to generate additional revenues by creating nationwide broadband and multimedia network, laying optical fiber cable using the right of way along railway tracks. Presently, the optic fiber network of RailTel covers over 61000+ route kilometres and covers 6108+ railway stations across India. Our citywide access across the country is 21000+ kms.

RailTel's various operations are certified for Tier-III (Design & Facility), ISO 27001:2013 Certified for Information Security Management System, ISO 20000:2018 Certified for Service Management System, ISO 9001:2015 Certified for Quality Management System, ISO 27017:2015 Certified for Cloud Security, ISO 27018:2019 Certified for Data Privacy in Cloud Service, ISO 27033 Certified for Network Security, CMMI Maturity Level-4 Certified for Process Improvement.

RailTel has a strategic relationship with the Indian Railways and it undertakes a wide variety of projects including provision of mission critical connectivity services like IP based video surveillance system at stations, 'e-Office' services and implementing short haul connectivity between stations and long-haul connectivity to support various organizations within the Indian Railways. RailTel also provide various passenger services including content on demand services and Wi-Fi across major railway stations in India.

RailTel believes that their experience and expertise in handling and undertaking telecom and ICT projects, has led them to be selected for implementation of various mission-mode projects for the Government of India including rolling out the National Knowledge Network, Bharat Net (formerly, the National Optical Fiber Network) and USOF funded optical fiber-based connectivity project in North East India.

CHAPTER-2: PREAMBLE

For any nation, submarine cables are the essential and central infrastructure of the digital age. Several countries' maritime zones are traversed by a web of underwater cables that connects people and businesses all across the world. Submarine communications cables were referred to by the United Nations as "essential communications infrastructure" and "vital to the global economy and the national security of all States" back in 2010. Today, the worldwide undersea cable networks carry almost 99% of all digital international communications. The foundation of the current, frantic global economy is made up of these submarine cables under the ocean. In time-sensitive operations, a brief loss of communication can have catastrophic effects and have significant financial ramifications.

The world continues to consume ever-increasing volumes of data, and for the foreseeable future, it is predicted that the demand for international bandwidth will nearly double every two years. This demand, which is mostly fuelled by a steady trend toward cloud services, an explosion in the use of mobile devices, and mobile technology like 5G, offers the undersea fibre business a number of options. Maintaining infrastructure growth will be difficult given the rapidly rising global demand, which could lead to a situation in which need exceeds supply. It will be vital to keep concentrating on increasing capacity in order to meet the demand.

Submarine fibre design capacity has grown at a compound annual growth rate (CAGR) of 18.2% for the period 2017–2021, including upgrades and new system builds. By the end of 2024, it is predicted that global capacity will have increased up to 100% based on reported statistics and projections for the future. Despite some systems with design capacities of more than 100 terabits per second being proposed over the next three years, according to already disclosed planned system data, total capacity increase will stagnate.

Global capacity demand is greatly influenced by content providers like Google, Facebook, Amazon, and Microsoft, which are switching from capacity buyers to cable owners. As of 2020, these businesses accounted for two-thirds of all used worldwide capacity, making them the predominant users of bandwidth internationally. In addition to influencing where cables are going, these stakeholders are also advancing new technologies within the cable systems, such as improved network management and new transmission technology that can handle larger capacity wavelengths. The emphasis on data centre-to-

data centre links has replaced city-to-city connections as another significant adjustment to international networks.

Companies like Facebook, Google, and Microsoft do not necessarily need to create infrastructure in locations with a range of connectivity possibilities, in contrast to traditional cable owners. To lessen the impact of their data centre facilities on operating expenses, they favour sites that offer financial and cost-saving advantages. A spike in new submarine cable networks has also been caused by the demand for greater direct control over vital infrastructure and improved route diversity.

As per <https://blog.telegeography.com/expectations-for-indias-used-international-bandwidth>, India's used international bandwidth is expected to grow at a compounded annual rate of 38% between 2021 and 2028. This rate of growth implies international bandwidth demand will increase 10 times over this period.

India is experiencing an influx of investment in its data centres due to its significant market potential and relaxed policies and regulatory environment. India has 11 cloud regions as of Q2 2022. Google recently launched a region in Delhi in 2021 and both AWS and Microsoft Azure plan to launch regions in Hyderabad soon. **International bandwidth connected to India has clearly increased. But what's amazing is that we don't see enough capacity for subsea cables to match it.** In fact, the amount of capacity would likely run out far before the end of the decade if new cables are not introduced.

CHAPTER-3: PURPOSE OF EOI

RailTel Corporation of India Ltd has signed an MOU with State Govt of Odisha for setting up of neutral submarine cable landing station in Puri (Odisha) along with Construction/Laying of an undersea Cable system connecting Puri to End B Country and its Operation & Maintenance. This will serves several strategic and operational purposes as highlighted below.

1. Connectivity Improvement:	<ul style="list-style-type: none"> Enhancing international connectivity by establishing a direct submarine cable link between Puri and end B country. Improving communication infrastructure to facilitate faster and more reliable data transmission.
2. Global Network Integration:	<ul style="list-style-type: none"> Integrating Puri into the global telecommunications network, enabling seamless communication and data exchange with international destinations.
3. Economic Development:	<ul style="list-style-type: none"> Stimulating economic growth in the region by attracting investment in the telecommunications sector. Creating job opportunities during the construction, operation, and maintenance phases.
4. Technological Advancement:	<ul style="list-style-type: none"> Introducing state-of-the-art technology in submarine cable systems, contributing to technological advancements in the region.
5. Disaster Recovery and Redundancy:	<ul style="list-style-type: none"> Enhancing network resilience by providing an alternative route for data transmission, reducing the impact of network failures or natural disasters.
6. Digital Transformation:	<ul style="list-style-type: none"> Supporting the digital transformation initiatives of the region by ensuring high-speed, reliable, and secure international connectivity.
7. International Collaboration:	<ul style="list-style-type: none"> Fostering collaboration between India and end B country in the telecommunications sector, potentially leading to other partnerships and initiatives.
8. Capacity Expansion:	<ul style="list-style-type: none"> Increasing the overall capacity for data transfer between the two locations, meeting the growing demands for bandwidth and data services.
9. Trade and Business Facilitation:	<ul style="list-style-type: none"> Facilitating smoother international business operations by improving communication channels and reducing latency in data transmission.
10. Strategic Importance:	<ul style="list-style-type: none"> Establishing Puri as a strategic hub for international telecommunications, contributing to the city's significance in the global digital landscape.
11. Environmental Impact:	<ul style="list-style-type: none"> Considering the environmental impact and implementing sustainable practices in cable laying and station setup, promoting responsible infrastructure development.

RailTel aims to develop a Detailed Project Report (DPR) that will serve as a comprehensive document outlining various aspects of this project such as its details, feasibility, planning, financial viability, execution strategies, and business plan etc. This DPR will be instrumental in guiding the successful implementation of the cable landing station and submarine cable project by providing a well-defined roadmap.

For this purpose, RailTel is floating this EOI to Select the Consultant who will be responsible for creating a Detailed Project Report (DPR) in accordance with the minimum requirements outlined in this EOI, along with robust business plan for setting up CLS & associated submarine cable system.

CHAPTER-4: ROLES & RESPONSIBILITIES OF THE CONSULTANT

The consultant should act as a guiding force, leveraging their expertise to navigate the complexities of this project and ensuring the timely preparation of Detailed Project Report (DPR) and successful execution. The Consultant shall ensure all the purposes of EOI (outlined in chapter 3) are fully achieved in totality. Consultant's involvement should enhance the overall efficiency, quality, and success of the CLS and associated submarine cable project from Puri, Odisha to end B location.

The consultant should conduct a comprehensive feasibility study to evaluate the viability of the project, considering technical, financial, regulatory, and environmental aspects. Analyze potential risks and challenges associated with the project and propose mitigation strategies. Work on the technical specifications of the submarine cable system and landing station, ensuring they meet international standards and regulatory requirements. Emerging technologies and trends in submarine cable systems should be taken into consideration, as per global standards.

Further, the following are the brief list of roles & responsibilities for consultant:

Phase – 1: (DPR) 4 Months

Prepare a Detailed Project Report on establishment of Cable Landing Station at Puri including

1. Estimated Cost of construction of Carrier Neutral Cable Landing Station and its operations and maintenance.
2. Estimated Cost of Construction/Laying of an undersea Cable system connecting Puri to End B Country and its operation and maintenance, with detailed options available as per current market like consortium options with cost benefit analysis. The estimate of new System or working with an existing cable system(s) or a hybrid options.
3. Identifying the other end/country of submarine cable with reasons/benefits of selection of same.
4. Site survey: The main findings of the survey such as the identification of cable landing sites (Cable landing station and beach manhole) and submarine cable routes should be part of DPR.
5. Freezing locations of Cable Landing Station (CLS) and Beach Manhole (BMH).
6. Estimated Bill of Quantities (BOQ) for the proposed routes with respect to equipment required at CLS, the quantities of different types of submarine and terrestrial fiber/cable required, and beach manholes.

7. Specifications of equipment and service of the submarine cable and associated terminal equipment and/or its compliance with International relevant Standards”.
8. Proposed Network Management System (NMS)/ Element Management System (EMS) for Submarine OFC network.
9. Project timelines, milestones and execution methodology.
10. Options on viable consortium arrangement(s) & their cost implications
11. Estimation of demand/ requirements taking into consideration future demand.
12. Estimation of number of fibers in Submarine Optical Fiber Cable.
13. Estimation of DWDM (Dense Wavelength Division Multiplexing) capacity with scalability.
14. Cable Route Engineering (CRE) that shall include the route feasibility, perceived risks, routing selection and landings for implementation.
15. To suggest the alternate media route.
16. Regulatory framework considerations for Carrier Neutral Cable landing station as well for the Cable system and & its compliance process.
17. List of the Domestic and International clearance requirements.
18. Financial model for 10 years business case that details entire cost model, revenue generations, P&L, Cash flow, Balance sheet, NPV etc.
19. List of the Risks - Domestic and international and their mitigation plan for the entire project.
20. Complete plan for Marketing program of both the CLS and Cable System. Also, Indicating the business propositions which can be used for creating awareness amongst Indian enterprise users & international users like Google, AWS, Microsoft, Netflix etc.
21. List of support and assistance from Odisha government.
22. Overall economic benefits to State of Odisha and Neighbouring states.
23. Any other relevant input(s).

Phase – 2: RFP and Bid process management (4 Months)

1. Prepare a comprehensive RFP/Tender document for onboarding an MSP to develop, implement, operate and manage the CLS and associated submarine cables Project.
2. Prepare amendments/corrigenda document for the RFP/Tender as required.
3. Help RailTel Team conduct the bidding process and shortlist a suitable MSP as per RFP/Tender.
4. Help RailTel Team prepare the responses to pre-bid queries.
5. Support and help RailTel Team in the evaluation of bids received and submit the final bid evaluation report which shall facilitate the selection of the suitable MSP.

6. Participate in the negotiation and drafting of contracts with MSPs, ensuring terms and conditions are favorable to the project.
7. Tentative Deliverables Tentative Deliverables;
 - a. Bid process documentation.
 - b. Preparation of EOI for CLS Project and associated submarine cables Project.
 - c. Response to queries by bidders.
 - d. Corrigendum(s)/ Amendment(s) to EOI.
 - e. Onboarding of MSP.

Phase – 3: Project Implementation Management (Timelines to be decided)

1. Monitor the development, implementation, operation and management of the CLS and associated submarine cables project.
2. Support the selected MSP to execute the project as per the RFP/Tender terms & conditions and within the committed schedule & timelines.
3. Assist in User Acceptance Testing (UATs) as per RFP/Tender.
4. Help in Go-Live of the PROJECT.
5. Tentative Deliverable in this phase would be Tentative Deliverable in this phase would be:
 - a. Assistance in managing the MSP.
 - b. Contract management of the MSP.
 - c. Management of Project Implementation Services and Review.
 - d. Governance Structure - during implementation.
 - e. Post Implementation Services.
 - f. Project Management and Control through preparation and submission of reports

CHAPTER-5: PRE-QUALIFICATION/ELIGIBILITY CRITERIA

The invitation for bids is open to all entities who fulfil prequalification criteria as specified below:

SN	Pre-Qualification Criteria	Documentary Evidence to be submitted
5.1	The bidder/consortium should be a Company registered in India under the Companies Act 1956 or later or a partnership registered under the Indian Partnership Act 1932 or LLP act 2008 or a consortium with their registered office in India. In case of Foreign Company participating, the company should be a registered company as per their Country's existing laws as on date of submission of bids.	(i) Copies of the AOA/MOA (Article of Association / Memorandum of Association) of the Company or equivalent certificate; (ii) A copy of certificate of incorporation/ Registration. (iii) In case of consortium, a copy of consortium agreement. (iv) A copy of Authorization /Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the Bid on behalf of the company and create liability against the company
5.2	The bidder's turnover from consultancy/Project Management/ Managed Services/ Project Handling should be more than Rs. 200 crores in each of the last three years viz. 2020-21, 2021-22 and 2022-23.	CA Certificate along with Audited Financial Statements (BS & PL) of last 3 years.
5.3	The bidder's turnover from IT/Telecom consultancy/advisory (<i>excluding system integration services such as software development, product support and facility management, hardware installation and maintenance, product implementation</i>) should be	CA Certificate along with extracts of Audited Financial Statement.

SN	Pre-Qualification Criteria	Documentary Evidence to be submitted
	more than Rs. 25 crores in each of the corresponding 3 years as above	
5.4	<p>The bidder should have completed 5 IT/Telecom consultancy jobs of value more than 2.5 Cr each in the last 3 years. (Minimum 1 project should be for international subsea consulting). Information on the jobs may be furnished as per Annexure-2.</p> <p><i>Note: Ongoing works will be considered for value of completed work (minimum 70% work completion) certified by PO issuing authority/ customer mentioning completed work value on the certificate along with satisfactory completion certificate for work completed so far. It shall be additional to above mentioned clause</i></p>	<p>Annexure-2 along with Work Orders & its Satisfactory Completion Certificates from Client.</p> <p><i>For ongoing works: Ongoing works will be considered for value of completed work (minimum 70% work completion) certified by PO issuing authority / customer mentioning completed work value on the certificate along with satisfactory completion certificate for work completed so far.</i></p>
5.5	The bidder company shall have at least 50 Professionals in IT/Telecom/Finance domains on its rolls.	Certificate issued by Head-HR or bidder's authorized signatory
5.6	The bidder should have at least one office in India.	Certificate issued by Head-HR or bidder's authorized signatory with the address of office located in India.
5.7	The Bidder Should have either valid CMMi-3 or above Certification or ISO 9001:2015 &	Valid Certificate

SN	Pre-Qualification Criteria	Documentary Evidence to be submitted
	ISO/IEC 27001: 2013 Certification OR (i) ISO 14001:2013 (ii) ISO 45001:2018 certificates.	
5.8	The bidder should not have been blacklisted by a central / state Government/ PSU institution for last 3 FYs	An Undertaking on Bidder's Letterhead that the company is not black listed or debarred by Railways/ RailTel or any other Ministry/ Department of Central/ State Govt. / PSU institution from participation in EOI on the date of opening of bids, either in individual capacity or as a member of the partnership firm during the period of 3 years.
5.9	Bidder should be empanelled with at least one other Indian Govt. entity including state and central institutions, departments and PSU(s) for consultancy work.	Documentary proof of empanelment should be submitted
5.10	The bidder/consortium should have valid GST registration number and PAN number or TIN number or its equivalent registered number relevant in their country where the company is registered.	Copy of Registration Document.

The bids consisting of documents in support of the above criteria 5.1 to 5.10 should be submitted along with the offer.

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

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

CHAPTER-6: TECHNICAL EVALUATION CRITERIA

The Evaluation Committee will evaluate the Qualification and Technical Proposals on the basis of the technical evaluation criterion as provided below:

SN	Criteria	Max Marks	Max Marks
6.1	Consultant's Profile		35 Marks
A	Last 3 Years Overall Turnover (min 200 Crs) (i) 200 Crs to 350 Crs (ii) 350 Crs to 500 Crs (iii) >500 Crs	(i) 8 Marks (ii) 9 Marks (iii) 10 Marks	10 Marks
B	Last 3 Years Turnover from IT/Telecom Consultancy/Advisory (min 25 Crs) (i) 25 Crs to 50 Crs (ii) 50 Crs to 75 Crs (iii) >75 Crs	(i) 8 Marks (ii) 9 Marks (iii) 10 Marks	10 Marks
C	Manpower (min 100) (i) 100 – 200 (ii) 200 – 300 (iii) 300+	(i) 3 Marks (ii) 4 Marks (iii) 5 Marks	5 Marks
D	Certification: Either (i) CMMI level 3 (ii) CMMI level 4 or 5 or (iii) ISO 14001:2013 (iv) ISO 45001:2018	(i) 4 Marks (ii) 5 Marks (iii) 4 Marks (iv) 4 Marks	5 Marks
E	Presence in India (at least 1 office) (i) One Office (ii) Additionally, Office in Odisha	(i) 3 Marks (ii) 5 Marks	5 Marks
6.2	Relevant Past Experience		30 Marks
A	5 IT/Telecom consultancy jobs of value more than 2.5 Cr each in the last 3 years (i) 5 Projects (ii) 6-7 Projects (iii) 8-9 Projects (iv) 10 or above Projects	(i) 9 Marks (ii) 11 Marks (iii) 13 Marks (iv) 15 Marks	15 Marks
B	Experience of Consultancy (by consultant firm or by the proposed resource by consultant firm) in Cable Landing Station or Submarine Cable System.		15 Marks

SN	Criteria	Max Marks	Max Marks
	(i) 1 Project	(i) 10 Marks	
	(ii) 2 + Projects	(ii) 15 Marks	
3	Approach, Methodology		15 Marks
A	Understanding of the Project	4 Marks	4 Marks
B	Approach & Methodology	5 Marks	5 Marks
C	Work Plan	6 Marks	6 Marks
4	Technical Presentation (to evaluation committee)	20 Marks	20 Marks

CHAPTER-7: SUBMISSION OF BID

7.1 This EOI should be duly submitted online using e-Procurement Portal <https://railtel.enivida.com>.

- a. The offer shall be submitted in two packet on eNivida Portal as per instructions given.
- b. Tenderer shall quote in SOR provided in eNivida portal. In case the schedule of requirement quoted by tenderer is incomplete with reference to EOI document, the offer is liable to be rejected.
- c. Any document submitted/uploaded in eNivida portal must be duly signed & stamped/digitally signed by the tenderer in each page.
- d. The rates quoted should be written both in words and figures. The unit of rates should be in metric system and as per EOI specification/schedule. In case of difference between words and figures, the rate in words will prevail. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser accordingly.
- e. Tenderers are requested to go through all the conditions of the EOI document and note that, by submitting the EOI documents, duly signed, they have accepted these conditions and undertake to abide by these conditions (unless specifically disagreed to clause wise).
- f. **ATTESTATION OF ALTERATION:** No scribbling is permissible in the EOI documents. Bids containing erasures and alterations in the EOI documents are liable to be rejected. Any correction made by the tenderer/ tenderers in his/their entries must be signed (not initiated) by him/them.

7.2 COVER-01: EOI Document Fee, EMD, Credential & Technical Bid: This online cover shall contain UTR Numbers of transaction/Date of online transaction of EMD and EOI Fee amount paid online in RailTel Collection Account/proof of transaction to be enclosed.

Documents as per the eligibility criteria and Credential & Technical Bid (Annexure-2) shall be submitted in this cover too. These documents should be conformance to the eligibility criteria/Credential. This cover shouldn't contain the financial bids, in either explicit or implicit form; otherwise, the bid will be rejected.

7.3 COVER-02: Financial Bid: This cover shall contain only the Financial Bid as per Annexure-3 of the EOI document.

E-tendering Instructions to Bidders

7.4.1 GENERAL:

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in Chapter- 3 of the EOI Document. Submission of Bids only through online process is mandatory for this EOI.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, RailTel has decided to use the portal **<https://railtel.enivida.com>**. Bidder Enrolment can be done using "Online Bidder Enrolment".

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. More information for submitting online bids on the eNivida Portal may be obtained at: <https://railtel.enivida.com>

7.4.2 GUIDELINES FOR REGISTRATION:

1. Bidders are required to enrol on the e-Procurement Portal: **<https://railtel.enivida.com/bidderRegistration/newRegistration>** or click on the link **"Bidder Enrolment"** available on the home page of e-tender Portal by paying the Registration fee of Rs. 2000/-+ Applicable GST.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their account.
3. 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 bidders.
4. 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.
5. Only 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.
6. 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.

7. The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.
8. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id **eprocurement@railtelindia.com** for activation of account.

7.4.3 SEARCHING FOR EOI DOCUMENTS:

1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
2. Once the bidders have selected the tenders they are interested in, bidders can pay the EOI fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then bidder may download the required documents / EOI schedules, Bid documents etc. Once bidder pay both fee EOI 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 EOI document.

7.4.4 PREPARATION OF BIDS:

1. Bidder should take into account any corrigendum published on the EOI document before submitting their bid.
2. Please go through the EOI notice and the EOI document carefully to understand the documents required to be submitted as part of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the EOI document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option, which helps in reducing size of the scanned document.
4. 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, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.
5. 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. Already uploaded documents in this section will be displayed. Click "New" to upload new documents.

7.4.5 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 other issues.
- II. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the EOI document as a token of acceptance of the terms and conditions laid down by RailTel.
- III. Bidder has to select the payment option as “e-payment” to pay the EOI fee / EMD as applicable and enter details of the instrument.
- IV. 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 EOI 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 **Sky-Blue Coloured** (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 file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- V. 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.
- VI. The uploaded EOI documents become readable only after the EOI opening by the authorized bid openers.
- VII. Upon the successful and timely submission of bid click “Complete” (i.e. after Clicking “Submit” in the portal), the portal will give a successful Bid 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.
- VIII. The EOI summary has to be printed and kept as an acknowledgement of the submission of the Bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

IX. For any clarification in using eNivida Portal:

X.Any queries relating to the EOI document and the terms and conditions contained therein should be addressed to the EOI Inviting Authority for a EOI or the relevant contact person indicated in the EOI Document.

XI.Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.

XII.Please feel free to contact eNivida Helpdesk (as given below) for any query related to e-tendering.

XIII.Phone No. 011-49606060/8448288988

XIV.Mail id: - eprocurement@railtelindia.com

XV. Documents to be submitted:

i. Following documents shall be submitted in Technical and Price bid as given below:

- A. **“TECHNICAL BID”**; -The bid shall consist of the following: -
 - a. Offer Letter.
 - b. Signed Copy of EOI Document/ Corrigenda
 - c. E-receipt of EMD
 - d. E-receipt of EOI Document fee.
 - e. Power of attorney (The original/Notarized copy also to be submitted offline)
 - f. In case bidder happens to be an eligible MSE, the documentary evidence for the same shall be submitted
 - g. Specific authorization addressed to RailTel
 - h. Complete technical data and particulars
 - i. Clause wise compliance to EOI conditions
 - j. Documentary proof of qualifying criteria
 - k. Affidavit (The original copy also to be submitted offline)
 - l. Form No. 8 of Chapter-6, if applicable
 - m. Certificate by bidders sharing a land border with India
 - n. Any other document asked in the EOI Document but not listed above.

b) “Price Bid” Shall contain:

The price bid for “Schedule of requirements” only.

Note: Non submission of the above-mentioned documents may lead to rejection of the bid.

CHAPTER-8: OPENING OF BIDS

The bids will be opened in the presence of bidders' representatives (only one) who choose to attend the Bid opening sessions as per due date and time mentioned in EOI notice. The bidders' representatives who are present shall sign a register evidencing their attendance.

8.1 COVER-01: EOI Document Fee, EMD, Credential & Technical Bid: The cover-1 of EOI will be opened on the date and time mentioned in the EOI Notice. EOI Document Fee, EMD, Credential & Technical bid (and Credential bid modifications, if any) of only those bidders, whose EMD and EOI fee are in order and submitted online, shall be opened. The bids will then be passed on to a duly constituted Technical Evaluation Committee (TEC) for evaluation of received offers.

8.2 COVER-02: Financial Bid: Financial bid, of the bidders whose technical bids qualify and who have secured greater than or equal to 70% of maximum marks (as per Technical Evaluation conditions and other EOI terms without any deviations) shall be opened on a notified date and time. The financial bid will then be passed on to a duly constituted Financial Evaluation Committee (FEC) for evaluation.

CHAPTER-9: EOI DOCUMENT FEE & EARNEST MONEY DEPOSIT

9.1 EOI Document Fee: The Bidders shall submit an amount of Rs. 5,900/- (Rs. Five Thousand Nine Hundred only) towards EOI Document Fee in the form of online transfer on eNivida Portal for further processing along with submission of respective UTR numbers of online transfer to be shared with RailTel. The EOI Document Fee is non-refundable.

9.2 Earnest Money Deposit: The tenderer shall submit a sum of Rs 5,00,000/- (Rupees Five lakh only) as earnest money Deposit online on eNivida Portal in favour of RailTel Corporation of India Limited.

9.3 The tenderers shall hold the offer open till such date as specified. It being understood that the EOI documents have been sold/issued to the tenderer and the tenderer has been permitted to EOI in consideration of the stipulation on his part that after submitting his Bid he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to RailTel. If the tenderer fails to observe or comply with the foregoing stipulation, the aforesaid amount deposited as Earnest Money shall be forfeited by the RailTel.

9.4 The earnest money may be forfeited, if tenderer withdraws its Bid during the period of Bid validity or if the tenderer fails to sign the contract within timeline or if not able to furnish performance guarantee within timeline.

9.5 The earnest money of unsuccessful tenderer will save as herein before provided, be returned within reasonable time to the unsuccessful tenderer but the RailTel shall not be responsible for any loss or depreciation that may happen to the security for the due performance of the above stipulation to keep offer open for the period specified in the EOI documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.

9.6 If the Bid is accepted, the amount of Earnest Money will be held as part of security deposit for due and faithful fulfilment of contract.

9.7 The Bid not accompanied by Earnest Money will be summarily rejected.

9.8 Performance Guarantee: The successful tenderer shall submit 5% of total value of work detailed in the Letter of Acceptance towards Performance Guarantee in the form of online transfer or irrevocable Bank Guarantee from any scheduled commercial bank (either private or PSU) but not from any cooperative bank or NBFC within **30** days of issue of the Letter of Acceptance, failing which a penal interest of **15%** per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of LOA, for due fulfillment of contract.

Note:

- 1) A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.
- 2) Any Performance Guarantee upto a value of Rs. 5 Lakhs is to be submitted through online transfer only.
- 3) **No Interest on Earnest Money and Performance Guarantee:**
No interest shall be paid on the amount of earnest money and Performance Guarantee held by RailTel, at any stage.
- 4) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This PG shall be initially valid up to stipulated date of completion plus three months beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of PG extended to cover such time for completion of work plus three months.
- 5) The Performance Guarantee (PG) shall be released after successful completion of Contract including warranty period obligations (if any) under the contract, duly adjusting any dues recoverable from the successful tenderer.
- 6) The value of PBG to be submitted by the contractor will not change for variation up to + 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than + 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.
- 7) Wherever the contract is rescinded, the security deposit should be forfeited and the Performance Guarantee shall be encased and the balance work should be got done separately. The claim period of the Bank Guarantee shall be one year (in the event of forfeiture of the bank guarantee).

9.9 Security Deposit:

- 1) Security Deposit for this contract will be 5% of the contract value.
- 2) EMD submitted by the successful bidder will be converted into part of the Security Deposit.
- 3) The rates for Deposit / rate of recovery / mode of recovery of balance security Deposit shall be as under:
- 4) Security Deposit should be recovered by percentage deduction from the Contractor's bills. Provided also that in case of defaulting Contractor the RailTel may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.
- 5) The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered.

- 6) Security Deposits will be recovered from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like FD etc. shall be accepted towards Security Deposit.
- 7) Security Deposit shall be returned to the contractor after passing of final bill and complete completion of the job as certified by the competent authority. The competent authority shall normally be the authority who is competent to sign the contract.
- 8) No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract.

CHAPTER-10: EVALUATION OF PHASE-1 & AWARD OF CONTRACT

10.1 Credential & Technical Evaluation: The Credential bids will be evaluated by a duly constituted Credential Evaluation Committee (TEC). Bids, not satisfying the eligibility criteria will be rejected. The TEC will then evaluate information submitted in Annexure-2 as per EOI terms and work out marks obtained by each bidder on the basis of Technical Evaluation Criteria (Clause 6). Bidder securing 70% of the maximum marks will only be considered technically qualified. On request from the TEC, the bidders may have to submit additional information. The TEC may call the eligible bidders for a presentation of the projects handled by them and quoted as part of Credential bid response. The time limit, in which the bidders' have to submit the additional information or present their projects, will be decided by the TEC and its decision will be final in this regard. Bidders failing to adhere to the specified time limit will be rejected.

10.2 Financial Evaluation: The Financial Bids of bidders who get minimum 70% qualifying marks in Technical Evaluation will be opened for financial evaluation.

The technically qualified bidder, who has submitted the lowest total project commercial proposal (CP) **as per Annexure-3** shall be designated as the L1 Bidder and shall be awarded a Commercial Score of 100.

Commercial Scores for other technically qualified bidders will be calculated using the following formula:

Commercial Score of Bidder (CS) = (Commercial Proposal of L1 bidder/ Commercial Proposal of the Bidder being evaluated) X 100 % (rounded off to 2 decimal places)

10.3 Quality Cost based Selection: Final Evaluation shall be done on "Quality Cost Based Selection" method as below:

The weightage for the composite evaluation is as described below:

- a. Technical Score (TS) – 70%
- b. Commercial Score (CS) – 30%

An Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

$$B = \frac{C^{\text{low}}}{C} X + \frac{T}{T^{\text{high}}} (1 - X)$$

where, C^{low} = Commercial Score of L1 bidder

C = Commercial Score of the Bidder being evaluated

T = the total Technical Score awarded to the Bid being evaluated

T^{high} = the Technical Score achieved by the Bid that was scored best among all Bids

X = weightage for the Price as specified in the EOI

Final Composite Score = B x 100

Bidder with the highest final composite score i.e. Bid Score shall be declared as Successful Bidder and shall be called for further process leading to the award of the contract.

In case of a tie in the final composite score, the bidder having highest technical score will be considered eligible for award of contract.

10.4 Award of Contract: On written communication from RAILTEL for having qualified for empanelment, the bidder will sign the contract (letter of empanelment) within 7 days of such communication. Failing which, the offer may be treated as withdrawn and EMD would be forfeited. The incidental expenses of execution of agreement / contract will be borne by the successful bidder. The conditions stipulated in the contract will be strictly adhered to and violation of any of these conditions will entail termination of the contract without prejudice to the rights of the RAILTEL

CHAPTER-11: EVALUATION OF PHASE-2/3 & AWARD OF CONTRACT

11.1 RailTel will continue with the Phase-1 Selected Consultant, however RailTel will reserve the rights to negotiate basis on Annexure-4 (Financial Bid (Phase-2&3)) rates received from Technically Qualified Consultants. The selected consultant shall agree to match the Lowest “X” price.

CHAPTER-12: DELIVERY TIMELINES, PAYMENT TERMS & PENALTY

12.1 The Timeline & Payment Matrix is as below:

SN	Action Items	Timeline	Payment Terms	Remarks
PHASE - 1				
1		T0 – Award of Work		
2	Signing of Contract agreement, PBG Submission etc	T0+1 Week		
4	Inception Report for consideration of Project Review Committee	T0+ 4 Weeks	10% of Total Awarded Value (on approval of Project Review Committee)	PRC will evaluate & provide inputs/ feedbacks/ clarification for further changes & Finalise the final Scope of Work of Consultant after consideration of various options & its Cost Benefit Analysis.
5	Detailed Project report with different “option” given to PRC along with complete business plan & options of revenue realisation model against identified capital investment.	T0+12 Weeks	40% of Total Awarded Value (on approval of Project Review Committee)	PRC will evaluate & provide inputs/ feedbacks/ clarification for further changes. (The Actual Site Survey Reports should be seen and approved the PRC, For the completion of this milestone and associated payments. This will be the important part for DPR.
6	Joint Presentation along with RailTel to Govt of Odisha for presenting the various business plans & revenue realisation models	T0+14 Weeks	20% of Total Awarded Value (on approval of Project Review Committee)	The concurrence and the acceptance of the presentation content by RailTel & Odisha Govt officials is essential for the closure of this milestone.

7	Approval of the Final DPR by RailTel and Govt. of Odisha.		30% of Total Awarded Value	
PHASE-2 & 3				
1	The selected Consultant shall be paid on Time & Material (T&M) basis, as per the Proposed rate card. For further details, Annexure 4 of this EOI may be referred.			
2	The selected Consultant will have to submit Monthly Progress Report (including attendance of resources)			
3	The Consultant shall justify the attendance and effort of the resources deployed by means of a certificate from the Concerned Partner of the Firm, or the Concerned Director of the Company, for processing of the payment.			

- 12.2** GST, as applicable, will be paid extra.
- 12.3** The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties with details like CGST, SGST, IGST, UTGST etc.
- 12.4** Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST/SGST/IGST/UTGST in case of award of Contract. GST will not be reimbursed in the absence of valid tax invoice.
- 12.5** Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.
- 12.6** In regards to service support, the tenderer should have registration no. for GST and shall furnish GST registration certificate on award of LOA.
- 12.7** The imposition of any new tax and/or increase in the aforesaid taxes, duties levies, after the last stipulated date for the receipt of Bid including extensions if any and the bidder there upon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/default in payment of any of the above taxes, RailTel reserves the right to with-hold the dues/payments of bidder and make payment to state/Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of Bid, bidder has to pass on the benefits to RailTel.
- 12.8** All payments will be made subject to TDS (Tax deduction at Source) as per the income- Tax Act, 1961 and other taxes if any as per Government of India rules.
- 12.9** Penalty for delays: The timely completion is the essence of this project. Liquidated damages will be applicable at the rate of half percent per week or part thereof for undelivered portion subject to a maximum of 10% of the total order value. RailTel will have the right to cancel the order, place order on alternative vendor in case of failure to execute assignment timely.

CHAPTER-13: PROJECT REVIEW COMMITTEE

RAILTEL will constitute a Project Review Committee (PRC) which will:

- Define the scope of the project to the bidder.
- Act as an interface between the bidder and RailTel user department, if any.
- Supervise the project progress until its full implementation. PRC will ensure that the assigned job is completed as per the schedules given in the work order. PRC would advise the bidder to post additional manpower, free of any additional charge, if there are perceived slippages on the time schedules.
- Offer clarifications to the bidder queries vis a vis project objective.
- Recommend release of funds and penalties.

CHAPTER-14: OTHER TERMS & CONDITIONS

- 14.1 PRE-BID MEETING:** The pre-bid meeting shall be held as per date and time mentioned in EOI notice. All clarifications sought will be addressed during the pre-bid meeting.
- 14.2 Last Date of Bid Submission:** The EOI bids shall be received as per due date and time mentioned in EOI notice. Any bid received after the prescribed deadline for submission of bids will be summarily rejected and returned unopened to the Bidder. RailTel shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on this subject will be entertained.
- 14.3 BID VALIDITY:** All the bids must be valid for a period of 120 days from the date of EOI opening for placing the initial order. However, the rates should be valid for the initial/extended period of empanelment from the date of empanelment. No request will be considered for price revision during the empanelment (contract) period. If necessary, RAILTEL will seek extension in the bid validity period beyond 120 days. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their EMD.
- 14.4 LIQUIDATED DAMAGES:** In the event of failure to meet the job completion in stipulated date/time liquidated damage may be imposed on the contractor for sum not less than 0.5% of the contract value for that item/job for each week or part thereof, subject to a ceiling of 10% of the total contract value (excluding all taxes & duties and other charges). In the event of LD exceeds 10% of the order value, RailTel reserves the right to terminate the contract and RailTel will get the job completed by any other competent party. The difference of cost incurred by RailTel will be recovered from the consultant and PBG will be invoked.
- 14.5** Bidder's consultants deployed on a job will use their own infrastructure when working from RailTel /user's premises. The user's responsibility will be restricted to provide work space and environment for the consultants' official work related to the assigned job.
- 14.6 Change of Name of the Firm:** During empanelment period if the bidder's name gets changed due to acquisition, amalgamation etc., bidder must inform RAILTEL with all required documents within one month of its name change. RAILTEL will not entertain any name change requests during the bidding process. In this case the bid will be rejected straightaway

- 14.7 No Claim Certificate:** The empanelled bidder will not be entitled to make any claim, whatsoever, against RAILTEL under or by virtue of or arising out of this contract nor will RAILTEL entertain or consider any such claim for the jobs accepted post empanelment.
- 14.8 Suspension:** RAILTEL may by a written notice of suspension, suspend all payments to the empanelled bidder under the contract, if the empanelled bidder fails to perform any of its obligations under this contract provided that such notice of suspension:
- i. will specify the nature of the failure and
 - ii. will request the empanelled bidder to remedy such failure within a specified period from the date of issue of such notice of suspension
- 14.9 Confidentiality:** The empanelled Bidder and their personnel will not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of RAILTEL or its clients without the prior written consent of RAILTEL. Consultant has to sign a Non-Disclosure Agreement as per Annexure-5.
- 14.10 SECURITY:** The agency will ensure that no information about the software, hardware, the database policies of the client organization is taken out in any form including electronic form or otherwise, from the client site by the manpower posted by them. Information or any material in hardcopy or softcopy form if required to be carried outside the premises of RailTel, should be approved by RailTel. The agency or its deployed personnel, by virtue of working on RAILTEL /Client's projects, can't claim any rights on the work performed by them. RAILTEL /Client will have absolute rights on the work assigned and performed by them. Neither any claims of the agency or its deployed professionals will be entertained on the deliverables.
- 14.11 INDEMNITY:** The empanelled agency will indemnify RAILTEL and its client organizations of all legal obligations of its professionals deployed for RAILTEL projects. RAILTEL and its Clients also stand absolved of any liability on account of death or injury sustained by the Agency staff during the performance of this empanelment and also for any damages or compensation due to any dispute between the agency and its staff.
- 14.12 Termination for Default:**
- Default is said to have occurred:
- i. If the agency fails to deliver any or all the services within the time period(s) specified in the work order or any extension thereof granted by RAILTEL.
 - ii. If the agency fails to perform any other obligation(s) under the contract / work order.

- iii. If the agency, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from RAILTEL (or takes longer period in spite of what RAILTEL may authorize in writing), RAILTEL may terminate the contract / work order in whole or in part.
- iv. In addition to above, RAILTEL may at its discretion also take the following actions: RAILTEL may transfer upon such terms and in such manner, as it deems appropriate work order for similar support service to other agency and the defaulting agency will be liable to compensate RAILTEL for any extra expenditure involved towards support service to complete the scope of work totally

14.13 FORCE MAJEURE CLAUSE: If at any time, during the continuance of this Contract, the performance, in whole or part, by either party, of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, Civil Commotion, Sabotage, Fires, Floods, Earth quakes, explosions, strikes, epidemics, quarantine restrictions, lockouts, any statute, statutory rules/ regulations, order of requisitions issued by any Government Department or Competent Authority of acts of God (here-in-after referred to as event) then provided notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this Contract nor shall either party have any claim for damage against the other in respect of such non- performance or delay in performance, and the obligations under the Contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, PROVIDED FURTHER that if the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event beyond a period as mutually agreed to by the Railways and the Contractor after any event or 60 days in the absence of such an agreement whichever is more, either party may at its option terminate the Contract provided also that if the contract is so terminated under this clause the Railways may at the time of such termination take over from the Contractor at prices as provided for in the contract, all works executed or works under execution.

14.14 SETTLEMENT OF DISPUTE AND ARBITRATION: Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope,

operation or effect of this contract or the validity or the breach thereof shall be settled by a sole arbitrator in accordance with provisions contained in Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be New Delhi and the language used shall be English.

All arbitration proceedings shall be conducted in English. Resources against any Arbitral award so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.

The Arbitral Tribunal shall consist of the sole Arbitrator if the value of claim is up to Rs. 10 Lakhs. The arbitrator will be appointed by the CMD/MD/Chairman /RailTel. If the value of claim or amount under dispute is more than Rs. 10 Lakhs, the matter shall be referred to the adjudication of arbitral council. Chairman /RailTel shall furnish a panel of three names to the contractor, out of which the contractor will recommend one name to be his nominee and then Chairman /RailTel shall appoint out of the panel, one name RailTel's nominee and these two arbitrators with mutual consent appoint a third arbitrator who shall act as deciding. The award of the sole arbitrator or the Arbitral council, as the case may be, shall be final and binding on both the parties, i.e. Contractor and RailTel Corporation of India Ltd.

Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided therein, the parties shall nevertheless pending the resolution of the controversy or disagreement continue to fulfil their obligation under this Agreement so far as they are reasonably able to do so.

14.15 APPLICABLE LAW: The work orders will be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. Any default in the terms and conditions of the EOI by the bidder will lead to rejection of bid/work order and forfeiture of EMD/Security Deposit & Performance Guarantee Amount.

14.16 The empanelled bidder will not outsource the work to any other associate/franchisee/third party under any circumstances. If it so happens then RAILTEL will impose sanctions which will include: forfeiture of the security deposit/EMD, revocation of bank guarantees

(including the ones submitted for other work orders) and termination of the Contract for default.

- 14.17** RAILTEL may by written notice sent to the empanelled bidder; terminate the work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for RAILTEL 's convenience, the extent to which performance of work under the work order and /or the contract is terminated, and the date upon which such termination becomes effective. RAILTEL reserves the right to cancel the remaining part and pay to the selected vendor an agreed amount for partially completed Services.
- 14.18** In the event of the bidder's company or the concerned division of the company is taken over / bought over by another company, all the obligations under the agreement with RAILTEL, should be passed on for compliance by the new company / new division in the negotiation for their transfer.
- 14.19** All panel bidders automatically agree with RAILTEL for honouring all aspects of fair-trade practices in executing the work orders placed by RAILTEL.
- 14.20** The bidder will be responsible for any damage to equipment's, property and third-party liabilities caused by acts on part of its deployed consultants at RAILTEL/User's premises. All equipment will be used only for the purpose of carrying out legitimate business of RAILTEL /User's organization and will not be put into any other use.
- 14.21** The staff deployed by the vendor will maintain office decorum. They will be courteous, polite and cooperative and able to resolve the users' problems.
- 14.22 Intellectual Property Rights:** The empanelled Bidder will indemnify RAILTEL of any infringement of third-party rights be they under the Patents Act or the IPR.
- 14.23** RAILTEL can use this EOI with all its terms and conditions as applicable to RAILTEL/ER.
- 14.24 Micro and Small Enterprises (MSEs):**
- i. Micro and Small Enterprises (MSEs) registered with NSIC or any other body specified by Ministry of MSME is exempted from submission of the following: (i) They shall be exempted from submission of cost of EOI document (ii) They shall be exempted from submission Earnest Money Deposit.
 - ii. MSEs claiming for the above exemptions under NSIC/MSME or others, have to submit supporting documents These exemptions shall be applicable provided firms are registered with NSIC/MSME registration is current and valid. Firms claiming these exemptions are required to submit along with their offer, a copy of their current

and valid NSIC/MSME registration certificate otherwise their offer would not be considered.

- iii. RailTel is registered with m1xchange TReDS Platform having Buyer registration Number “BUYER00001496”. The URL for m1xchange Platform is <https://www.m1xchange.com>. MSE suppliers/vendors are required to register themselves on m1xchange Platform for availing the facility of bill discounting on TReDS portal. The bidder is mandatorily required to submit its TReDS registration number (as provided by M1xchange portal) and GRN (Goods/Service Receipt Note) Number (as provided by RailTel on delivery of Goods/Service) while submitting the invoices if requires to avail TReDS facility
- iv. MSE Vendor will bear all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.
- v. MSE Vendor hereby agrees to indemnify, hold harmless and keep RailTel and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner on the TReDS Platform or from the use of Services or from the Buyer’s breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.
- vi. RailTel shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss or profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor’s) invoices.

14.25. Restrictions under Rule 144((xi) of General Financial Rules (GFRs)

- I. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. *Further, any bidder (including bidder from India) having specified*

Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.

- II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. “Bidder (or entity) from a country which shares a land border with India” for the purpose of this Order means: -
 - (a) An entity incorporated, established or registered in such a country; or
 - (b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - (d) An entity whose beneficial owner is situated in such a country; or
 - (e) An Indian (or other) agent of such an entity; or
 - (f) A natural person who is a citizen of such a country; or
 - (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation—
 - a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
 - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical

- person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. [To be inserted in tenders/EOI for Works contracts, including Turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- VII. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
- VIII. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

ANNEXURE-1: Offer Letter

(On Organization Letter Head)

To,
 The Regional General Manager/ER
 RailTel Corporation of India Limited, Eastern Region,
 19th Floor, Aurora Waterfront Building,
 Plot No. 34/1, Block -GN, Sector - V,
 Salt Lake City, Kolkata -700091, West Bengal

Ref: RailTel's EOI Ref: _____

Dear Sir/Madam,

1. I, the undersigned, on behalf of M/s, having carefully examined the referred EOI offer to participate in the same, in full conformity with the said EOI and all the terms and conditions thereof, including corrigendum issued till last date of submission of bids. It is also undertaken and submitted that we are in abidance of all clauses of this EOI.

2. I agree to abide by this Proposal, consisting of this letter, our Pre-qualification, Technical and Commercial Proposals, for a period of 120 days from the date fixed for submission of Proposals as stipulated in the EOI and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

3. A sum of Rs. -----/- (Rupees ----- only) is herewith submitted as "Earnest Money" through eNivida portal with the following transaction details: -----

4. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Commercially Suitable Consultant for the aforesaid Service, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.

5. I undertake, if our Bid is accepted, to commence our services as per scope of work as specified in the contract document.

6. Until a formal Purchase Order or Contract is prepared and executed, this Bid and supplement / additional documents submitted (if any), together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

7. I hereby undertake and give unconditional acceptance for compliance of all terms & conditions of this EOI.

8. I hereby undertake that there will be no deviation from the Terms and Conditions of this EOI Document.

Signature of Authorised Signatory

Name

Designation

SIGNATURE OF WITNESS

1.

2.

ACCEPTANCE OF Bids

I accept the Bids as above and agree to pay the rate as entered in Schedule of requirements.

for and on behalf of RailTel Corporation of India Limited Eastern Region, Kolkata

WITNESS

1.

2

Date

ANNEXURE-2: CREDENTIAL & TECHNICAL BID

- a) Name of the Agency:
- b) Agency profile (*)
 Address:
 Name of the top executive with designation:
 Telephone No:
 Mobile:
 E-mail:
 Office Strength:
 Technical: ____Nos.
 Administrative: ____Nos.
- c) Bidder's Turn over (In Rs. Crores) Current and preceding 3 FYs

Turnover from	2020-21	2021-22	2022-2023	Turnover Col (2+3+4)
(1)	(2)	(3)	(4)	(5)
Other Consultancy (A)				
IT/Telecom consultancy (B)				
Total consultancy Turnover C=(A+B)				

- d) Please specify five IT/Telecom consultancy jobs each of value more than Rs. 2.5 Cr undertaken and successfully completed in the last three years. Information may be submitted in the following format. Please attach separate sheet for each project and submit work orders & satisfactory completion certificates from the clients.

S. No.	Caption	Details
1	Name of the Client with address	
2	Year of undertaking the project	
3	Project Name and summary (5 lines)	
4	Project Start Date	
5	Project Completion Date	
6	Project Cost	
7	Name of the Client's Contact person with phone Number	

Documents in support of the above may be furnished with page numbers indicated in the index. Please use separate sheets wherever necessary.

Date:
Place:

Authorized Signatory:
Name:
COMPANY SEAL

ANNEXURE-3: FINANCIAL BID (Phase – 1)

To,
 The Regional General Manager/ER
 RailTel Corporation of India Limited, Eastern Region,
 19th Floor, Aurora Waterfront Building,
 Plot no. 34/1, Block -GN, Sector - V,
 Salt Lake City, Kolkata -700091, West Bengal

Reference: EOI No. RailTel/Tender/EOI/ER/HQ/2023-24/1513, dated 23.01.2024.

Name of the Bidder: _____

SN	Particulars	Total in Rs
1	Consultancy Charges for the entire Phase-1 Scope as defined	
2	GST	
3	Total Charges inclusive of GST	

Date:
 Place:

Signature:
 Name:
 Company Seal:

Note: The bidders have to quote their rate on e-Nivida portal only.

ANNEXURE-4: FINANCIAL BID (Phase – 2 & 3)

To,
 The Regional General Manager/ER,
 RailTel Corporation of India Limited, Eastern Region,
 19th Floor, Aurora Waterfront Building,
 Plot no. 34/1, Block -GN, Sector - V,
 Salt Lake City, Kolkata -700091, West Bengal

Name of the Bidder:

S. No.	Resource Level	Hiring charges Rs. per month
(1)	(2)	(3)
1	Principal Consultant A	
2	Senior Consultant B	
3	Consultant C	
4	Junior Consultant D	
5	Technical Content Writer E	
6	Total Y where Y= Sum [0.05*A +0.20*B + 0.30*C +0. 35*D +0.10*E]	

S. No.	Item	In terms of %
1	% Consultant Management Fees F	
	X where X=Y+Y*F	

X = Sum [0.05*A +0.20*B + 0.30*C +0. 35*D +0.10*E] + F* [0.05*A +0.20*B + 0.30*C +0. 35*D +0.10*E] = Rs. _____

Date:

Place:

Signature:

Name:

Company Seal:

1. The resources to be deployed at the above levels should be the bidder's employees and respectively they should have educational qualifications and experience as per Annexure-4A.
2. RAILTEL may call for this information for a professional before her/his deployment.
3. For consideration of their bids, the bidders have to quote for all the five resource levels. The rates quoted should be as per industry standards for the prescribed experience. For any of the resource levels, bids quoting zero or incredibly low rates compared to the industry prevalent rates will be rejected and EMD forfeited.

4. *The rates finalized will not be changed for first 2 years. After Every two consecutive year there will automatic escalation of 10% of agreed and final rates of first year. This is to adjust inflation and salary changes.*
5. *The empanelled agencies will provide service all over India. No TA/DA is admissible to the deployed consultants for the first posting on the project. However, if a resource has to undertake a tour in the interest of the project with the prior approval of the RAILTEL /RAILTEL project head, the TA/DA as per RAILTEL rates will be applicable.*
6. *TA/DA for Principal Consultant (as applicable to the General Manager), for Senior Consultant (Deputy General Manager), for Consultant (Senior Manager) and for Junior Consultant/Technical Writer (Manager) in RAILTEL respectively will be re-imbursed on production of original documents. Each work order will be considered a project and TA/DA shouldn't exceed 15% of the work order value.*
7. *GST, as applicable, will be paid extra.*
8. *Management Fees (F) must be quoted in terms of percentage.*

Working example: - Assuming Rs.500, Rs 400, Rs 300, Rs 200 & Rs 100 is quoted as hiring charges of A,B,C,D & E type resources and 10% Management fees (F) is quoted.

Resource level	Hiring charges
A	500
B	400
C	300
D	200
E	100
Y (As per formula above)	310
F	10%

Then X will be $X=Y+Y \times F$ i.e. $310+310 \times 10\%$ i.e. X equals to Rs.341.

Authorized Signatory

Name:

Date:

Place:

COMPANY SEAL

Note: The bidders have to quote their rate on e-Nivida portal only.

ANNEXURE-4A:
Educational Qualifications and Experience of various positions

S. No.	Position	Qualifications	Minimum Experience in years as on date
1	Principal Consultant	BCA/B. Tech/BSC (Technology/computer science) in graduation & MCA/MBA/M. Tech in post-graduation /CA/Law Post graduate	20
2	Sr. Consultant	Do	15
3	Consultant	BCA/B. Tech/BSC (Technology/computer science) in graduation and/or MCA/MBA/M. Tech in post-graduation /CA/Law Post graduate	12
4	Jr. Consultant	BCA/B. Tech/BSC (Technology/computer science) in graduation /CA/Law Post graduate	5
5	Technical Content Writer	BCA/B. Tech/BSC Do With proficiency in technical content writing.	2

ANNEXURE-5**PROFORMA FOR PERFORMANCE BANK GUARANTEE**

(to be stamped in accordance with the stamp act)

(to be used for performance Guarantee value beyond Rs. 5 Lacs from approved Scheduled commercial Bank and not from any cooperative Bank or NBFC)

To,
 The Regional General Manager/ER,
 RailTel Corporation of India Limited, Eastern Region,
 19th Floor, Aurora Waterfront Building,
 Plot no. 34/1, Block -GN, Sector - V,
 Salt Lake City, Kolkata -700091, West Bengal

Ref: RailTel's EOI Ref: _____

Dear Sir,

1. 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 (herein after called “RailTel”) having agreed to exempt (CIN :) having its registered office at (Hereinafter called “the said Contractor”) from the demand, under the terms and conditions of Purchase Order No. dated made between RailTel and for (hereinafter called “the said Agreement”) of security deposit for the due fulfilment by the said Contractor of the terms and condition contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs. Only). We (indicate the name and address and other particulars of the Bank) (hereinafter referred to as ‘the Bank’) at the request of contractor do hereby undertake to pay RailTel an amount not exceeding Rs. (Rs Only) 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 of any of the terms or conditions contained in the said Agreement.

2. We, the Bank 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 by the said Contractor of any of terms or conditions contained in the said Agreement 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 (Rs Only).

3. We, the Bank undertake to pay the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor 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 shall have no claim against us for making such payment.

4. We, the 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 and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before We shall be discharged from all liability under this Guarantee thereafter.

5. We, the Bank further agree with the RailTel that the RailTel shall have 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 or to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said Contractor 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 or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor 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.

6. This Guarantee will not be discharge due to the change in the constitution of the Bank or the Contractor.

7. We, the Bank further agree that this guarantee shall be invocable at our place if business at/Kolkata (indicate the detailed address of local Kolkata branch with code No.). The branch at Kolkata being advised accordingly.

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

Dated the Day of 2024

for (Name of Bank)

In the presence of Witnesses:

- | | | |
|----|---------------------|------|
| 1. | Signature With Date | Name |
| 2. | Signature With Date | Name |

Encl: SFMS PBG Report

ANNEXURE-6

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “Agreement”) is made and entered into on this ____ day of ___, 2024 (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 & Eastern Region Office at Eastern Region, 19th Floor, Aurora Waterfront Building, Plot no. 34/1, Block -GN, Sector - V, Salt Lake City, Kolkata -700091, West Bengal, (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 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: The Regional General Manager/ER,

Address: RailTel Corporation of India Limited, Eastern Region, 19th Floor, Aurora Waterfront Building, Plot no. 34/1, Block -GN, Sector - V, Salt Lake City, Kolkata - 700091, West Bengal Phone: 033-4401490

Attn: General Manager/ Marketing/East

Address: Eastern Region, 19th Floor, Aurora Waterfront Building,

Plot no. 34/1, Block -GN, Sector - V,

Salt Lake City, Kolkata -700091, West Bengal

Phone: 033-4401490

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 02 (two) years from the effective date hereof.

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.

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 NewDelhi.
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 contractor 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.
- i. **Settlement of Disputes**: 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.
 - ii. 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.
13. 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 part

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
 © RailTel Corporation of India Ltd. | Eastern Region Page 59 of 67

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.

Bidders Name:	RailTel Corporation of India Limited:
By	By
_ Name:	_ Name:
Title:	Title:

Witnesses:

ANNEXURE-7**FORMAT FOR AFFIDAVIT TO BE UPLOADED BY CONSULTANT
ALONGWITH THE EOI DOCUMENT****AND ORIGINAL COPY TO BE SUBMITTED OFFLINE**

*(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 Consultant) ***

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

1. I/we the Consultant (s), am/are signing this document after carefully reading the contents.
2. I/we the Consultant (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 document 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 EOI document. In case of any discrepancy noticed at any stage i.e., evaluation of OT, 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 Bid 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 OT, 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 Consultant)** 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 Consultant

VERIFICATION

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

DEPONENT

SEAL AND SIGNATURE OF THE Consultant

Place:

Dated:

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

ANNEXURE-8

Performa for Contract Agreement

(LOA No. _____ for “(Name of Work): _____
(_____) of Eastern Region”

This AGREEMENT is made at _____ on this _____ day of _____ two thousand and twenty, by and between RailTel Corporation of India Limited (A Govt. of India Undertaking) having its Registered office at 6th Floor, 3rd Block, Delhi Technology Park, Shastri Park, Delhi 110053, and Eastern Region office at **19th Floor, Aurora Waterfront Building, Plot no. 34/1, Block -GN, Sector - V, Salt Lake City, Kolkata -700091, West Bengal** acting in the premises through Regional General Manager /Eastern Region (hereinafter referred to as ‘RailTel’, which expression should unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the one part;

And _____ having its registered office at _____ acting in the premises through _____ (hereafter referred to as “Contractor”, which expression should unless repugnant to the context or meaning thereof include its successor and permitted assigns) of the other part.

Whereas in response to a call for EOI by RailTel for the work of “*Name of Work.*” as per EOI papers at Annexure ‘A’ read with Corrigendum..... Issued by RailTel hereto, the Contractor has submitted a Bid as per Annexure ‘B’ hereto

AND WHEREAS the said Bid of the Contractor has been accepted for the work of “*Name of Work*” of Eastern Region” as per copy of Letter of Acceptance of EOI No. _____ dated _____ complete with enclosures at the accepted rates and agreed deviations from EOI papers as per Annexure-C hereto at contract value of Rs. _____ (Rupees _____ Only) duly accepted by the contractor.

Now this agreement witnesses that in consideration of the premises and the payment to be made by the Purchaser (RailTel) to the Contractor provided for herein, the Contractor shall supply all equipment and materials and execute and perform all works for which the said Bid of the Contractor has been accepted strictly according to the various provisions in Annexure ‘B’ and ‘C’ hereto and upon such supply, execute and performance to the satisfaction of the purchaser (RailTel) and the purchaser (RailTel) shall pay to the Contractor at the rates accepted as per the said Annexure ‘C’ and in terms of the provisions therein.

IN WITNESS whereof both the parties have hereunto set and subscribed their respective hands and/or seals on the day and year respectively mentioned against their respective signatures.

Signed and delivered by Shri _____ for and on behalf of RailTel Corporation of India Ltd.

The contract within named in the presence of :

1. Signature :
- Date :
- Name in Block Capitals :
- Address :
2. Signature :
- Date :
- Name in Block Capitals :
- Address :

Signed and delivered by Shri. _____ for and on behalf of
 _____, the contractor within named in the presence of :

1. Signature :
- Date :
- Name in Block Capitals :
- Address :
2. Signature :
- Date :
- Name in Block Capitals :
- Address :

- Annexure – A : EOI Paper No. _____ with corrigendum, if any.
- Annexure – B : Firm's offer.
- Annexure – C : Letter of Acceptance No. _____ with all enclosures.
- Annexure – D : Copy of Contract Performance Guarantee.

ANNEXURE-9A: Certificate to be uploaded by Bidders sharing a land border with India (Contract)

(On Organization Letter Head)

To,
The Regional General Manager/ER
RailTel Corporation of India Limited, Eastern Region,
19th Floor, Aurora Waterfront Building,
Plot no. 34/1, Block -GN, Sector - V,
Salt Lake City, Kolkata -700091, West Bengal

Ref: RailTel's EOI Ref: _____

Dear Sir/Madam,

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that 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.

Signature of Authorised Signatory

Name

Designation

ANNEXURE-9B: Certificate to be uploaded by Bidders sharing a land border with India (Sub-Contract)

(On Organization Letter Head)

To,
The Regional General Manager/ER
RailTel Corporation of India Limited, Eastern Region,
19th Floor, Aurora Waterfront Building,
Plot no. 34/1, Block -GN, Sector - V,
Salt Lake City, Kolkata -700091, West Bengal

Ref: RailTel's EOI Ref: _____

Dear Sir/Madam,

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that 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.

Signature of Authorised Signatory

Name

Designation

ANNEXURE-9C: Certificate to be uploaded by Bidders sharing a land border with India (ToT):
(On Organization Letter Head)

“I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder does not have any ToT arrangement requiring registration with the competent authority.”

OR

“I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder has valid registration to participate in this procurement.”

Signature of Authorised Signatory

Name

Designation