



RAILTEL CORPORATION OF INDIA LTD.
(A Govt. of India Enterprise)

Eastern Region Office

19th Floor, Aurora Waterfront, GN 34/1,
Sector V, Bidhannagar, Kolkata, West Bengal

700091 **Corporate Office**

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

Invitation for Expression of Interest

for

Selection of Suitable Backend Partner from RailTel Empanelled Business Associate / System Integrator for exclusive PRE-BID TEAMING ARRANGEMENT for “Selection of System Integrator for Support Upgradation / Technical Refreshment and enhancement of existing IT & Non-IT Data Center Infrastructure installed at 1st & 2nd Floor of the West Bengal State Data Center, Monibhandar”.

EOI No: RAILTEL/ER/MKT/EOI/2023-24/Tender/031 DTD 31.01.2024

EOI NOTICE

RailTel Corporation of India Ltd.

19th Floor, Aurora Waterfront, GN 34/1, Sector V,
Bidhannagar, Kolkata, West Bengal 700091

EXPRESSION OF INTEREST

EOI Notice No: RAILTEL/ER/MKT/EOI/2023-24/Tender/031 DTD 31.01.2024

RailTel Corporation of India Ltd., (hereafter referred to as RailTel) invites EOIs for Selection of Suitable Backend Partner from RailTel Empanelled Business Associate / System Integrator for exclusive PRE-BID TEAMING ARRANGEMENT for “Selection of System Integrator for Support Upgradation / Technical Refreshment and enhancement of existing IT & Non-IT Data Center Infrastructure installed at 1st & 2nd Floor of the West Bengal State Data Center, Monibhandar”.

The details are as under:

1	Date of EOI Floating	31 st January, 2024 at 19:00 Hours
2	Last date for submission of Bids against EOI	5 th February, 2024 at 15:00 Hours
3	Opening of Bids received against EOI	5 th February, 2024 at 15:30 Hours
4	Number of copies to be submitted	Single Stage (Single Packet System)
5	Estimated value of Eoi	Rs. 22,50,00,000.00/- (Twenty-Two Crores Fifty Lakhs Only)
5	EOI document cost inclusive tax (non-refundable)	Rs. 5900/- (Five Thousand Nine Hundred only)
6	EOI EMD	Rs. 5,00,000/- (Five Lakhs Only) to be submitted along with EOI. (To be submitted via online bank transfer). Balance EMD (1% of EOI value) shall be submitted by selected Business Associate in the form of BG/DD/online transfer, before submission of final bid to the end customer. (With bank SFMSreport marked to Union Bank of India., IFSC CodeUBIN0540161)

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

Initially while participating in Eol the bidder needs to submit EMD i.e., **Rs. 5,00,000/-** in form of RTGS / NEFT. The remaining amount may be submitted before the CoR Bid.

The EMD should be in the favour of RailTel Corporation of India Limited payable at KOLKATA through online bank transfer. Partner needs to share the online payment transfer details like UTR No. date and Bank along with the proposal.

RailTel Bank Details for Submission of EMD/PBG: Union Bank of India, **Account no. 401601010519491, IFSC Code: UBIN0540161**. Demand Draft should be submitted in favour of RailTel Corporation of India Limited payable at Kolkata.

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

Prospective bidders are required to direct all communications related to this Invitation for Eol document, through the following Help Desk:

Level:1 Contact: Sh. Kuldeep Norge

Position: Chief Manager/Marketing/ER

Email: kuldeep.n@railtelindia.com

Contact: +91- 9007041222

Level:2 Contact: Sh. Abhishek Mani

Position: Sr. DGM/Marketing/ER

Email: abhishekmani@railtelindia.com

Contact: +91-6289857500

Note:

1. Empanelled partners are required to submit soft copy of response through Online on RailTel's e-nivida portal at **<https://railtel.enivida.com>** duly signed by Authorized Signatories with Company seal and stamp.
2. The EOI response is invited from eligible **Empaneled Partners of RailTel only**.
3. If, the interested bidder is OEM/Distributor of OEM/Direct Partner of OEM or Consortium, it should submit the supporting document for the same.
4. All the document must be submitted with **proper indexing** and **page no**.
5. This is an **exclusive pre-RFP partnership arrangement with empaneled business associate of RailTel for participating in the end customer RFP**. Selected partner's authorized signatory has to give an undertaking they will not submit directly or indirectly their bids and techno-commercial solution/association with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to end customer organization by RailTel). **This undertaking has to be given with this EOI Response**.
6. **Transfer and Sub-letting**. The Business Associate/consortium has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present.
7. **Bidder has to provide MAF on behalf of RailTel for the referred CoR Tender**.
8. **Bidder has to agree to comply with all scope of work and term and conditions including special term and condition, SLA and OEM technical & Financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP & its corrigendum (if any) as mentioned below:**

Tender Ref. No.	WTL/WBSDC/DC/23-24/056 dated 16.01.2024 2024_WTL_647140_1
Date of floating	16-Jan-2024 02:30 PM
Floated on portal	eProcurement System of Government of West Bengal (https://wbtenders.gov.in)

9. Anything not mentioned in the EOI, Customer RFP and its corrigendum (if any) may be referred & considered. Customer RFP is enclosed in Annexure-A.
10. This tender is covered under Integrity Pact Program of RailTel and bidders are required to sign the Integrity Pact and submit the same to RailTel along with the bids. Tender received without signed copy of the Integrity Pact document shall be liable to be rejected.

1. RAILTEL – INTRODUCTION

RailTel Corporation of India Limited (RailTel), an ISO-9001:2000 organization is a Mini Ratna Government of India undertaking under the Ministry of Railways. The Corporation was formed in Sept 2000 with the objectives to create nationwide Broadband Telecom and Multimedia Network in all parts of the country, to modernize Train Control Operation and Safety System of Indian Railways and to contribute to realization of goals and objective of national telecom policy 1999. RailTel is a wholly owned subsidiary of Indian Railways. RailTel has approximately 61000 kms of OFC along the protected Railway tracks. The transport network is built on high capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon and Secunderabad hosting / collocating critical applications. RailTel is also providing Telepresence as a Service (TPaaS), where a High-Definition Video Conference facility bundled with required BW is provided as a Service.

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

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

Licenses & Service portfolio:

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



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

b) Enterprise Services

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

c) DATA CENTER

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

d) High-Definition Video Conference:

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

e) Retail Services – RailWire

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

2. PROJECT BACKGROUND AND OBJECTIVE OF EOI

RailTel intends to participate in RFP floated by end Customer organization for “Selection of System Integrator for Support Upgradation / Technical refreshment and enhancement of existing IT & Non-IT Data Center Infrastructure installed at 1st & 2nd Floor of the West Bengal State Data Center, Monibhandar.” with RFP No. WTL/WBSDC/DC/23-24/056 dated 16.01.2024

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

3. SCOPE OF WORK:

The scope of work will be as mentioned in the pertinent end Customer organization Tender for “Selection of System Integrator for Support Upgradation / Technical refreshment and enhancement of existing IT & Non-IT Data Center Infrastructure installed at 1st & 2nd Floor of the West Bengal State Data Center, Monibhandar” floated through West Bengal e-procurement portal, Tender No. & Date WTL/WBSDC/DC/23-24/056 dated 16.01.2024 on the West Bengal e-procurement portal (<https://wbtenders.gov.in/>) in with all latest amendment/Corrigendum/clarifications.

The above scope of work is indicative and the detailed scope of work is given in the end customer tender documents with latest amendments and clarifications.

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

Business associate can participate as a sole bidder or as a consortium (maximum three members are allowed in the consortium). In case of consortium, lead bidder of the consortium must be RailTel’s empaneled partner (BA/DSP/SDWAN/SI) and will be responsible for all the conditions mentioned in the end customer RFP.

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

4. RESPONSE TO EOI GUIDELINES

4.1 Language of Proposals

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

4.2 RailTel's Right to Accept/Reject responses

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

4.3 EOI response Document

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

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

4.4 Period of Validity of bids and Bid Currency

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

4.5 Bidding Process

The bidding process as defined in para 4.10 & 6.

4.6 Bid Earnest Money (EMD)

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

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

4.6.3 In case of sole partner/ consortium offer is selected for bidding, sole partner/consortium has to furnish Earnest Money Deposit (for balance amount as mentioned in the customer's Bid as and if applicable) for the bid to RailTel. The selected Business Associate shall have to submit a

Bank Guarantee against EMD in proportion to the quoted value/scope of work to RailTel before submission of bid to end customer as and if applicable.

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

4.6.5 Return of EMD for successful Business Associate: EOI-EMD & Earnest Money Deposit (balance proportionate EMD) if applicable of the successful bidder will be discharged / returned as promptly as possible after the receipt of RailTel's EMD/BG from the Customer and or on receipt of Security Deposit Performance Bank Guarantee as applicable (clause no. 4.7) from Business Associate whichever is later.

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

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

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

4.7 Security Deposit / Performance Bank Guarantee (PBG)

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

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

4.8 Last date & time for Submission of EOI response

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

4.9 Modification and/or Withdrawal of EOI response

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

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

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

shall be deemed as foreclosed.

4.10 Details of Financial bid for the above referred tender

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

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

4.11 Clarification of EOI Response

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

4.12 Period of Association/Validity of Agreement

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

5. BIDDER'S PROFILE

The bidder shall provide the information in the below table:

Sl. No.	ITEM	Details
1.	Full name of bidder's firm	
2.	Full address, telephone numbers, fax numbers, and email address of the primary office of the organization / main / head / corporate office	
3.	Name, designation and full address of the Chief Executive Officer of the bidder's organization as a whole, including contact numbers and email Address	
4.	Full address, telephone and fax numbers, and email addresses of the office of the organization dealing with this tender	
5.	Name, designation and full address of the person dealing with the tender to whom all reference shall be made regarding the tender enquiry. His/her telephone, mobile, Fax and email address	
6.	Bank Details (Bank Branch Name, IFSC Code, Account number)	
7.	GST Registration number	

6. ELIGIBILITY CRITERIA FOR BIDDING BUSINESS PARTNER OF RAILTEL

S No	Particulars	Documents Required
A)	Financial Conditions	
i)	Sole partner/all consortium members should be registered under Companies Act, 1956 or Companies Act 2013 or Limited Liability Partnership Act, 2008 as amended and should have at least 3years of operations in India as on bid submission date.	1. Certificate of Incorporation 2. GST Registration 3. PAN Card
ii)	Sole partner/ consortium should have cumulative annual turnover of at least INR 33.75 Cr. for last three years i.e year ending 20-21, 21-22 & 22-23	Turnover Certificate issued by the Chartered Accountant. Certificate should contain UDIN no. issued by ICAI.
iii)	Sole partner/ consortium should also have a positive net worth in the last 3 financial years i.e year ending 20-21, 21-22 & 22-23.	Positive Net Worth Certificate issued by the CA for the last three financial years (FY 20-21, 21-22, 22-23). Certificate should contain UDIN no. issued by ICAI.
B)	Technical Conditions	
iv)	<p>The Bidder must have experience of works (includes completed/ ongoing) with completion certificate/P.O of similar work during last 5 (five) years ending Bid submission date.</p> <p>In order to qualify on above account,the bidder must have completed/ongoing</p> <p>i. One single work of Minimum Rs. 13.50 Cr. OR ii. Two works of Minimum Rs. 9.00 Cr. OR iii. Three works of Minimum Rs. 6.75 Cr</p> <p>Definition of similar work: The “Similar assignment” of the work shall mean installation of Data Centre/ Cloud/Networking for any Central / State Government Organization / Public Sector Unit (PSU)/Large Enterprise in India, during the last 5 years (as on 31.03.2023 or later).</p>	Documentary evidence such as Certificate from Customer for satisfactory services/supply/ Payments along with Customer’s purchase orders/ work orders /GST Invoices etc for completed / ongoing project.
C)	Annexures	
vi)	Annexure 1	Covering Letter: Self-certification duly signed by authorized signatory on

S No	Particulars	Documents Required
		company letter head.
vii)	Annexure 2	<p>The Bidder should agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted.</p> <p>Self-certification duly signed by authorized signatory on company letter head.</p>
viii)	Annexure 3	An undertaking signed by the Authorized Signatory of the sole partner/ all consortium partners to be provided on letter head. The Bidder/any of the OEM should not have been blacklisted/debarred by any Governmental/ Non-Governmental Organization in India as on bid submission date.
ix)	Annexure 3A	Declaration- OEM has not been blacklisted
x)	Annexure-4	Format for Affidavit to be uploaded by sole partner/ all consortium partners with the tender documents.
xi)	Annexure-5	Non-disclosure agreement by sole partner/ all consortium partners with RailTel.
xii)	Power of Attorney	<p>In case of Sole Partner: Power of Attorney and Board Resolution in favour of one of its employees who will sign the Bid Documents.</p> <p>In case of consortium:</p> <ol style="list-style-type: none"> 1) Board resolution of each consortium members authorizing and appointing the authorized signatory for signing the EOI documents. 2) Power of Attorney by all the members of consortium in favor of the lead member <p>Consortium Agreement duly signed by all authorized members of consortium.</p>

S No	Particulars	Documents Required
xiii)	Additional Documents to be Submitted	<p>Technical Proposal with overview of the project with strength of the Partner.</p> <ul style="list-style-type: none"> • Understanding of the Project and it's Scope of Work • Approach & Methodology for implementation and support • Risk Management Plan • Detailed Project Plan
xiv)	Annexure-6	EMD (as PBG) Format
xv)	Annexure-7	MAF Format
xvi)	Annexure-8	Consortium Format
xvii)	Annexure-9	Self-declaration of not be under Ineligibility for corrupt and fraudulent practice
xviii)	Annexure-10	Proposed Manpower Details
xix)	Annexure-11	Self-declaration - Land Border Clause
xx)	Annexure-12	Price Bid Letter
xxi)	Annexure-13	Price Bid Format (BOQ) (Financial Bid)

7. EVALUATION CRITERIA

7.1 The Business Associates are first evaluated on the basis of the Eligibility Criteria as per clause 5 above.

7.2 The Business Associate who fulfills the Eligibility criteria of Bidding sole partner/ consortium shall be further evaluated on the basis of Technical Evaluation and Financial evaluation. For the opened bid as per outcome of the Eligibility criteria above, the bidder will be selected on the lowest quote (L-1) basis for complete 'Scope of Work' as mentioned in the EOI document and documents of technical specifications of CoR, subject to the respective overall bid is in compliance to the requirements of this EOI. The so selected partner will be termed as 'Commercially Suitable Partner (hereafter referred to as 'CSP')'. It is re-mentioned, that the final selection of CSP will be on the L-1 basis only. Further, RailTel reserves the right to have negotiation with the CSP at any stage before issuing Work Order.

7.3 The Business Associate with lowest commercial (L1) offer will be selected for exclusive pre-bid arrangement for optimizing technical and commercial solution so that most winnable solution is submitted to end customer.

7.4 RailTel reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants. The RailTel evaluation committee will determine whether the proposal/ information is complete in

all respects and the decision of the evaluation committee shall be final. RailTel may at its discretion assign lead factor to the Business associate as per RailTel policy for shortlisting partner against this EOI.

7.5 All General requirement mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable.

8. PAYMENT TERMS

- a) Payment will be on 'back-to-back' basis and as per the payment terms mentioned in the pertinent CoR's RFP.
- b) Payment will be released after receiving the invoice for the work / services and after RailTel has received the payment from CoR for the same work / services. Any deduction /Penalties levied by CoR on invoices of RailTel will be carried back-to-back and will be deducted from CSP's invoices, subject to the cause to deduction / penalty is due to deviation in terms and conditions of service standards by the CSP.
- c) Documents list required at the time of payment/invoice submission by selected bidder shall be: -
 - i. PO copy issued to selected vendor.
 - ii. Submission/Declaration of applicable BG amount against PO issued to selected bidder/vendor.
 - iii. Signed Agreement Copy
 - iv. Original Invoice for the period claimed.
 - v. TDS declaration.
 - vi. Delivery challan
 - vii. Inspection certificate
 - viii. Warranty certificate of the OEM/Authorized dealer.
 - ix. Bidders Certificate of Dispatch
 - x. E-way bill
 - xi. Copy of Purchase Order
 - xii. Insurance of the materials
 - xiii. PAN, GST Registration Certificates
- i. **Payment will only be released once GSTR-1 and GST-3B is filed by the bidder for claimed invoice.**
- ii. **The last bills shall be settled after end of the contract period after adjusting all outstanding dues.**
- iii. **No interest is payable on any amount whatsoever to the successful Bidder.**

9. Bill Passing Authority: RailTel's authorized representative

10. Bill Paying Authority: GM/Finance / Sr DGM/Finance**11. SERVICE LEVEL AGREEMENT (SLA)**

There shall be two different service levels for Implementation Phase and O&M Phase. For Implementation Phase, the EA shall be liable for meeting the Project timeline as defined in the CoR RFP. If the EA fails to meet the overall implementation timeline and execute the project, then liquidated damage will be applicable as pre-implementation SLA. (Please refer Section – D of CoR RFP).

Note: Penalty/LD will be charged on back-to-back basis.

12. Performance Bank Guarantee (PBG)

- a) In case of successful participation by RailTel in the pertinent CoR's tender and subsequent engagements with CSP, The CSP shall at its own expense, deposit with department, within fifteen (15) days of the notification of award (done through issuance of the Purchase Order / Work Order etc.) and communicated through email, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized/ Commercial Scheduled Indian Bank as per the format enclosed in this EOI, payable on demand, for the due performance and fulfilment of the contract by the CSP. This PBG will be for an amount of '10 %' of the contract value. The claim period should be one year more than the expiry date. The quantum of this 'percentage (%)' will be equal to the PBG % as asked by CoR from RailTel. All charges whatsoever such as premium, commission, etc. with respect to the PBG shall be borne by the CSP. Besides, if the total BG amount comes upto ₹5 Lakhs, then same may be deposited through DD/RTGS/NEFT. Along with submission of PBG, CSP needs to submit PBG issuing bank's SFMS report. The SFMS report is also to be submitted in case of renewal / extension of PBG.
- b) PBG should have validity for a period as per CoR RFP and shall be on back-to-back basis. The PBG may be discharged / returned by RailTel upon being satisfied that there has been due performance of the obligations of the CSP under the contract. However, no interest shall be payable on the PBG. In the event, CSP being unable to service the contract for whatsoever reason, RailTel would invoke the PBG at its discretion. Notwithstanding and without prejudice to any rights whatsoever of RailTel under the contract in the matter, the proceeds of the PBG shall be payable to RailTel as compensation for any loss resulting from the CSP's failure to complete its obligations under the contract. RailTel shall notify the CSP in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the CSP is in default.
- c) RailTel shall also be entitled to make recoveries from the CSP's bills, PBG or from any other

amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

- d) If the service period gets extended by virtue of extension of same by CoR, PBG should also be extended accordingly.
- e) During the contract period, RailTel may issue Purchase Order(s) for the additional services ordered by CoR (in case) to RailTel.
- f) In case the CoR has sought PBG of the contract in the terms of Indemnity Bond from RailTel, the selected bidder has to provide the equivalent value PBG from scheduled Bank to RailTel. No Indemnity Bond from Selected Bidder will be accepted in lieu of PBG from Scheduled Bank.
- g) In case CoR has sought any other types of PBG in this contract at present or in future or else Integrity Pact PBG (presently or in future), same remain applicable on selected Bidder/Consortium. The said PBG will be issued by Selected Bidder from Scheduled Bank favoring RailTel Corporation of India Limited. No Indemnity Bond in lieu of such PBG will be accepted by RailTel.
- h) If, CoR ask for submission for value more than 10%, same also needs to be submitted by the selected BA/Consortium.
- i) Integrity pact in the format as per CoR to be provided by the Bidder.

13. Insurance

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

14. Liquidated Damages:

RailTel will levy the liquidated damages imposed by CoR to bidder on value terms for the services/items under its SOR.

15. Delivery & Inspection

- i. Delivery, Installation and Commissioning Period: As per CoR's RFP Terms from issue of LOI
- ii. All the material should be made available for Inspection by RailTel nominated person/agency.
- iii. Bidder will be custodian of all the material till installation and commissioning of system.

18. Provisional Acceptance Certificate (PAC)

- a) Immediately after the completion of the work at all the sites, the Bidder shall certify and advise the purchaser in writing that the installation is complete, commissioned and ready for handing over to customer.
- b) The tests will be conducted jointly by purchaser and Bidder as soon as possible after receipt of such advice of completion of the work from the Bidder. The test schedule shall be finalized mutually between the Bidder and RailTel. Any component/modules/sub-assemblies or equipment failing during the commissioning shall be replaced/repared free of cost by tenderer.
- c) Purchaser's Engineer shall issue a Provisional Acceptance Certificate (PAC) after successful Supply, installation, Configuration, integration & commissioning at all locations covering all materials and services included in the Schedule of Requirements after the acceptance test as per the approved test procedure have been completed and the performance has been found to meet the specifications. RailTel's decision in this respect shall be final. The Provisional Acceptance Certificate (PAC) shall be signed by both the parties. The period of Comprehensive Maintenance shall commence from the date of issue of Provisional Acceptance Certificate (PAC)

19. Final Acceptance Certificate (FAC)

- a) The final acceptance of the works shall take effect after Five year i.e. 60 months of issue of Provisional Acceptance Certificates, provided in any case that the Bidder has complied fully with his obligations in respect of each item under the contract.
- b) Notwithstanding the issue of Final Acceptance Certificate (FAC), the Bidder and the purchaser (subject to Sub Clause as above) shall remain liable for fulfillment of any obligation incurred under the provision of the contract prior to the issue of Final Acceptance Certificate which remains unperformed at the time such certificate is issued and for determining the nature and extent of such obligation the contract shall be deemed to remain in force between the parties hereto.

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

20. Integrity Pact Program

RailTel has adopted Integrity Pact Program and for implementation thereof all tenders relating to procurement of OFC, quad cable, pre-fab shelters, electronic equipment and its installation and/or commissioning etc and other item(s) or activity/activities proposed to be carried out or required by the Company for the value exceeding Rs. 25 crores at a time including for repair and maintenance of cable/network and any other items required for special works assigned to RailTel/REL will be covered under the Integrity Pact Program and the vendors are required to sign the IP document and submit the same to RailTel/REL before or along with the bids.

- a) Only those vendors who have purchased the tender document and signed the IP document can send their grievances, if any, to the Independent External Monitors (IEMNs) through the nodal officer, i.e. Chief Vigilance Officer (CVO), RailTel.

Name of IEMs and contact details:

1. Shri. Vinit Kumar Jayaswal E-Mail: gkvinit@gmail.com M.No. +91-9871893484
2. Shri. Punati Sridhar E-Mail: poonatis@gmail.com M.No. +91-9448105097

Name & contact details of Nodal Officer (IP) in RailTel:

Chief Vigilance Officer
 RailTel Corporation of India Ltd
 6th Floor, Office Block Tower-2,
 NBCC Complex, East Kidwai Nagar,
 New Delhi-110023
 E-Mail: cvo@railtelindia.com

- b) If the order, with total value equal to or more than the threshold value, is split to more than one vendor and even if the value of PO placed on any/each vendor(s) is less than the threshold value, IP document having been signed by the vendors at bid stage itself, the Pact shall continue to be applicable.
- c) Bidder of Indian origin shall submit the Integrity Pact (in 2 copies) on a non-judicial stamp paper of Rs. 100/- duly signed by the person signing the bid. If the bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.
- d) Bidder of foreign origin may submit the Integrity Pact on its company's letterhead, duly signed by the person signing the bid.
- e) The 'Integrity Pact' shall be submitted by the Bidder duly signed in all pages along with the Bid in a separate envelope, duly superscripted with 'Integrity Pact'. Tender received without signed copy of the Integrity Pact document will be liable to be rejected. Proforma for signing the Integrity Pact is available in Chapter-6 of this tender document (Form No. 6).
- f) One copy of the Integrity Pact shall be retained by RailTel and the 2nd copy will be issued to the representative of the bidders during bid opening. If the Bidders representative is not present during the Bid opening, the 2nd copy shall be sent to the bidder by post/courier.
- g) The Integrity Pact is applicable in this tender vide CVC circular no. 10/05/09 dated 18.05.09 and revised guideline of CVC circular no. 015/VGL/091 dated 13.01.17 or the latest updated from time to time shall be followed.

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

COVERING LETTER (To be on company letter head)

To,

The Regional General Manager
RailTel Corporation of India Ltd. 19th Floor,
Aurora Waterfront, opposite NALBAN,
Sector V, Bidhannagar, Kolkata, West Bengal
700091

Dear Sir,

SUB: Participation in the Eol process

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

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

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

We hereby Submit EMD amount of Rs. _____ issued vide _____ from Bank _____.

Authorized
Signatory Name
Designation

Annexure 2: Format for Self-Certificate & Undertaking (to be submitted by sole partner/lead partner in case of consortium)

Self-Certificate (To be on company letter head)

Eol Reference No:

Date:

To,

The Regional General Manager
RailTel Corporation of India Ltd. 19th Floor,
Aurora Waterfront, opposite NALBAN,
Sector V, Bidhannagar, Kolkata, West Bengal
700091

Dear Sir,

Sub: Self Certificate for Tender, Technical & other compliances

- 1) Having examined the Technical specifications mentioned in this EOI & end customer tender, we hereby confirm that we meet all specification.
- 2) We _____ agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted (except pricing, termination & risk purchase rights of the RailTel). We understand and agree that RailTel shall release the payment to selected sole partner/lead partner in case of consortium after the receipt of corresponding payment from end customer by RailTel. Further we understand that in case selected sole partner/lead partner in case of consortium fails to execute assigned portion of work, then the same shall be executed by RailTel through third party or departmentally at the risk and cost of selected sole partner/lead partner in case of consortium.
- 3) We agree to abide by all the technical, commercial & financial conditions of the end customer's RFP for the agreed scope of work for which this EOI is submitted.
- 4) We hereby agree to comply with all OEM technical & Financial documentation including MAF, Technical certificates/others as per end to end requirement mentioned in the end customer's RFP. We are hereby enclosing the arrangement of OEMs against each of the BOQ item quoted as mentioned end customer's RFP. We also undertake to submit MAF and other documents required in the end Customer organization tender in favour of RailTel against the proposed products.
- 5) We hereby certify that any services, equipment and materials to be supplied are produced in eligible

source country complying with OM/F. No. 6/18/2019 dated 23rd July 2020 issued by DoE, MoF.

- 6) We hereby undertake to work with RailTel as per end customer's RFP terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Criteria as required in the end customer's RFP terms and conditions like technical certificates, OEM compliance documents.
- 7) We understand and agree that RailTel is intending to select sole partner/ consortium who is willing to accept all terms & conditions of end customer organization's RFP for the agreed scope of work. RailTel will strategies to retain scope of work where RailTel has competence.
- 8) We hereby agree to submit that in case of being selected by RailTel as sole partner/ consortium for the proposed project (for which EOI is submitted), we will submit all the forms, appendix, relevant documents etc. to RailTel that is required and desired by end Customer well before the bid submission date by end customer and as and when required.
- 9) We hereby undertake to sign Pre Bid Agreement and Non-Disclosure Agreement with RailTel on a non-judicial stamp paper of Rs. 100/- in the prescribed Format.
- 10) We undertake that we will not submit directly or indirectly out bids and techno-commercial solution/association with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to end customer organization by RailTel)

Authorized

Signatory Name

& Designation

Annexure 3: Undertaking for not Being Blacklisted/Debarred (to be submitted by sole partner/each of the consortium partners)

<On Company Letter Head>

To,

The Regional General Manager
RailTel Corporation of India Ltd. 19th Floor,
Aurora Waterfront, opposite NALBAN,
Sector V, Bidhannagar, Kolkata, West Bengal
700091

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

We, Company Name, having its registered office at Address

hereby declares that that the Company has not been blacklisted/debarred by any

Governmental/ Non-Governmental organization in India for past 3 Years as on bid submission date.

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Bidder's Company Seal:

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

To,

The Regional General Manager
RailTel Corporation of India Ltd. 19th Floor,
Aurora Waterfront, opposite NALBAN,
Sector V, Bidhannagar, Kolkata, West Bengal
700091

RFP Notification no. & date

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

Dear Sir/Madam,

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

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

Yours very Truly,

Place:

OEM's Company Seal:

Date:

Authorized Signatory's Signature

Annexure 4: Format of Affidavit (to be submitted by sole partner/each of the consortium partners)

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

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

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

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

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

1. I/we the BA (s), am/are signing this document after carefully reading the contents.
2. I/we the BA(s) also accept all the conditions of the EOI and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the EOI documents from RailTel website www.railtel.enivida.com. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the EOI document. Incaseof any discrepancy noticed at any stage i.e. evaluation of EOI, execution of work or finalpayment 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/credentialssubmitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the EOI by me/us arecorrect 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 foundto be forged/false or incorrect at any time during process for evaluation of EOI, it shall lead to forfeiture of the EOI EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the BA)**..... and all my/our constituentsunderstand that my/our constituents understand that my/our offer shall be summarilyrejected.

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.

DEPONE
NTSEAL AND
SIGNATURE
OF THE BA

VERIFICATION

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

DEPONENT

SEAL AND SIGNATURE
OF THE BA

Place:

Dated:

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

Annexure-5: Non-Disclosure Agreement (NDA) Format (to be submitted by sole partner/each of the consortium partners)

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “**Agreement**”) is made and entered into on this _____ day of _____, 2023 (the “**Effective Date**”) at _____.

By and
between

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

And

_____ (CIN: _____), a company duly incorporated under the provisions of Companies Act, _____ having its registered office at _____, (hereinafter referred to as '**_____**'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of OTHER PART

RailTel and _____ shall be individually referred to as “Party” and jointly as “Parties”

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

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

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

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

1. Permitted Use.

(a) Receiving Party shall:

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

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

- (i) is wholly and independently developed by Receiving Party without the use of Information of Disclosing Party;
- (ii) at the time of disclosure to Receiving Party, was either (A) in the public domain, or
(B) known to Receiving Party;
- (iii) is approved for release by written authorization of Disclosing Party; or
- (iv) is disclosed in response to a valid order of a court or other governmental body in the India or any political subdivision thereof, but only to the extent of, and for the purposes set forth in, such order; provided, however, that Receiving Party shall first and immediately notify Disclosing Party in writing of the order and permit Disclosing Party to seek an appropriate protective order.

(c) Both parties further agree to exercise the same degree of care that it exercises to protect its own Confidential Information of a like nature from unauthorised disclosure, but in no event shall a less than reasonable degree of care be exercised by either party.

2. **Designation.**

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

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

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

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

5. **No Obligation.** Neither this Agreement nor the disclosure or receipt of Information hereunder

shall be construed as creating any obligation of a Party to furnish Information to the other Party or to enter into any agreement, venture or relationship with the other Party.

6. Return or Destruction of Information.

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

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

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

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

8. Notice.

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

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

receipt.

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

RailTel Corporation of India limited:

Attn: _____

Address: _____

Phone

:

Email.

_____:

Attn:

Address:

Phone:

Email:

9. Term, Termination and Survivability.

- (a) Unless terminated earlier in accordance with the provisions of this agreement, this Agreement shall be in full force and effect for a period of _____ years from the effective date hereof.
- (b) Each party reserves the right in its sole and absolute discretion to terminate this Agreement by giving the other party not less than 30 days' written notice of such termination.
- (c) Notwithstanding the foregoing clause 9(a) and 9 (b) , Receiving Party agrees that its obligations, shall:
- (i) In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and
 - (ii) not apply to any materials or information disclosed to it thereafter.

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

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

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

13. Settlement of Disputes:

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

14. CONFIDENTIALITY OF NEGOTIATIONS

Without the Disclosing Party's prior written consent, the Receiving Party shall not disclose to any

Person who is not a Representative of the Receiving Party the fact that Confidential Information has been made available to the Receiving Party or that it has inspected any portion of the Confidential Information or that discussions between the Parties may be taking place.

15. REPRESENTATION

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

16. ASSIGNMENT

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

17. EMPLOYEES AND OTHERS

Each Party shall advise its Representatives, contractors, subcontractors and licensees, and shall require its Affiliates to advise their Representatives, contractors, subcontractors and licensees, of the obligations of confidentiality and non-use under this Agreement, and shall be responsible for ensuring compliance by its and its Affiliates' Representatives, contractors, subcontractors and licensees with such obligations. In addition, each Party shall require all persons and entities who are not employees of a Party and who are provided access to the Confidential Information, to execute confidentiality or non-disclosure

agreements containing provisions no less stringent than those set forth in this Agreement. Each Party shall promptly notify the other Party in writing upon learning of any unauthorized disclosure or use of the Confidential Information by such persons or entities.

18. NO LICENSE

Nothing in this Agreement is intended to grant any rights to under any patent, copyright, or other intellectual property right of the Disclosing Party, nor will this Agreement grant

the Receiving Party any rights in or to the Confidential Information of the Disclosing Party, except as expressly set forth in this Agreement.

19. RELATIONSHIP BETWEEN PARTIES:

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

20: UNPULISHED PRICE SENSITIVE INFORMATION (UPSI)

_____ agrees and acknowledges that _____, its Partners, employees, representatives etc., by virtue of being associated with RailTel and being in frequent communication with RailTel and its

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

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

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

_____ :

RailTel Corporation of India Limited:

By _____

By _____

Name:

Name:

Title:

Title:

Witnesses

Annexure-6: EMD (as PBG) Format

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

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

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

We, **Bank Name** do 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 as claimed is due by way of loss or damage caused to or would be caused to or suffered by the **RailTel** by reason of breach by the said Contractor(s) of any terms and conditions contained in the said Agreement or by the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding **Rs. /- (In Words)**.

We, **Bank's Name** undertake to pay to the **RailTel** any money so demanded not with standing any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s)/ Supplier(s) shall have

no claim against us for making such payment.

We, **Bank's Name** further agree that the Guarantee here in contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the **RailTel** under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till **RailTel** certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharge this Guarantee. Unless a demand or claim under the Guarantee is made onus in writing on or before the **DD-MM-YYYY(Claim Expiry Date.)** We shall be discharged from all liability under this Guarantee thereafter.

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

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

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

Date : DD-MM-YYYY

Place :

Annexure-7: MAF

((To be submitted on the Letterhead of the Manufacturer and duly signed by an authorized signatory) (This form has to be provided by the OEMs of all products proposed. Separate MAF's to be provided from OEM if same item has different parts from different OEM))

Date;:

To
 Webel Technology limited
 Plot-5, Block-BP, Sector-V
 Salt Lake Kolkata-700 091

Ref: Tender No.: WTL/WBSDC/DC/23-24/056 dated 16.01.2024

Dear Sir,

WHEREAS _____ who are official producers of _____ and having production facilities at _____ do hereby authorize **RailTel Corporation of India Ltd located at 19th Floor, Aurora Waterfront, opposite NALBAN, Sector V, Bidhannagar, Kolkata, West Bengal 700091** (hereinafter, the "Bidder") to submit a bid of the following Products produced by us, for the Supply Requirements associated with the above Invitation for Bids.

When resold by **RailTel Corporation of India Ltd**, these products are subject to our applicable end user warranty terms.

We assure you that in the event of **RailTel Corporation of India Ltd**, not being able to fulfill its obligation as our Service Provider in respect of our Warranty Terms we would continue to meet our Warranty Terms through alternate arrangements.

We also confirm that **RailTel Corporation of India Ltd** is our authorized service provider/system integrator and can hence provide maintenance and upgrade support for our products.

We also confirm that the products quoted are on our current product list and are not likely to be discontinued within 3 (three) years from the day of this letter. We assure availability of spares for the products for the next two years after 3 (three) years warranty.

We also confirm that the material will be delivered as per delivery schedule against above mentioned tender from the date of placement of confirmed order.

Name In the capacity of
 Signed

Duly authorized to sign the authorization for and on behalf of _____
 Dated on _____ day of _____ 2024

Note: This letter of authority must be on the letterhead of the Manufacturer and duly signed by an authorized Signatory

Annexure-8: CONSORTIUM AGREEMENT

(On Stamp Paper of appropriate value)

This Consortium Agreement is executed at on this _ day of. BETWEEN

M/s. , a Company incorporated under the Companies Act, 1956 and having its Registered Office at acting through its Managing Director, duly authorized by a resolution of the Board of Directors dated (hereinafter referred to as the „LEAD MEMBER“ which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE Part;

AND

M/s. , a Company having its Office at and Office at , acting through its Joint President/ MD/.. , duly authorized by a resolution of the Board of Directors dated (hereinafter referred to as the (“Participant member”) which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER PART“

AND

M/s. , a Company having its Office at and Office at , acting through its Joint President/ MD/.. , duly authorized by a resolution of the Board of Directors dated (hereinafter referred to as the (“Participant member”) which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER PART“

Whereas RailTel Corporation of India Ltd. (hereinafter referred to as „RCIL“) has invite tenders for the “(NAME OF WORK)” in terms of the tender documents issued for the said purpose and the eligibility conditions required that the applicants bidding for the same should meet the conditions stipulated by RCIL for participating in the bid by the Consortium for handling the project for which the tender has been floated by RCIL.

AND WHEREAS in terms of the bid documents the parties jointly satisfy the eligibility criteria laid down for a bidder for participating in the bid process by forming a Consortium between themselves.

AND WHEREAS the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid bid and have decided to reduce the agreed terms to writing.

NOW THIS CONSORTIUM Agreement hereby WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the tender process for “(NAME OF WORK)” in terms of the tender invited by RailTel Corporation of India Ltd., (RCIL).
2. That the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by RCIL for awarding the tender to the Consortium so that the Consortium may take up the aforesaid “(NAME OF WORK)” in case the Consortium turns out to be the successful bidder in the bid being invited by RCIL for the said purpose.
3. That the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfills the prequalification/ eligibility criteria stipulated for a bidder, to participate in the bid for the said tender process for “(NAME OF WORK)”
4. That the Consortium have agreed to nominate any one of , and as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Tender Application Form etc., Mandatory Information, Financial Bid. Etc., and such other documents as may be necessary for this purpose.
5. That if any change in the membership of the Consortium be required to be made by the members of the Consortium, the same shall be done with the consent of RCIL subject to the conditions as may be stipulated by them in this regard.
6. That in case to meet the requirements of bid documents or any other stipulations of RCIL, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.
7. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.
8. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and

the said project, if awarded to the Consortium, to meet the requirements and stipulations of RCIL.

9. The consortium formed will not be subject to alteration with regard to change in constituting firms and/or reorientation of roles. Any changes, if proposed by Consortium to take advantage of certain developments during evaluation stage will render the bid liable to be **REJECTED**.
10. All partners of the consortium shall be jointly and severally liable to RailTel for the execution of the entire contract in accordance with its terms.
11. Each Consortium member has minimum 20% contribution in the work and role/scope of each member is enclosed.
12. Power of Attorney by all members of the Consortium in favor of the Lead Member is also enclosed.

IN FAITH AND TESTIMONY WHEREOF, THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTHS AND YEAR FIRST ABOVE WRITTEN

1. ()

Managing Director

For (Name of company)

2. ()

Managing Director

For (Name of company)

3 ()

Managing Director

For (Name of company)

WITNESSES:

1.

2.

Enclosure:

Board resolution of each of the Consortium Members authorizing:

- (i) Execution of the Consortium Agreement, and
- (ii) Appointing the authorized signatory for such purpose.

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

(To be submitted on the letterhead of the Bidder)

To

The Regional General Manager
RailTel Corporation of India Ltd. 19th Floor,
Aurora Waterfront, opposite NALBAN, Sector
V, Bidhannagar, Kolkata, West Bengal 700091

Ref: Tender No.: WTL/WBSDC/DC/23-24/056 dated 16.01.2024

Sub: RFP for "XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX"

Dear Sir/Madam, We have examined the RFP document, we, the undersigned, herewith submit our RFP in response to your RFP no. _____ dated _____ for the work of "_____ " in full conformity with the said RFP document.

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

Sincerely,

Signature of Authorized Signatory and Seal of the Bidder

Name:

Designation:

Date:

Annexure 10 - Proposed Manpower Details

DELETED

Annexure 11 – Land Border Clause Declaration

To,

The Regional General Manager
RailTel Corporation of India Ltd. 19th
Floor, Aurora Waterfront, opposite
NALBAN, Sector V, Bidhannagar,
Kolkata, West Bengal 700091

Tender Reference No. : _____

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

Dear Sir,

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

For _____

_____ (Designation with seal)

Annexure 12- Price Bid Letter

To,

The Regional General Manager
RailTel Corporation of India Ltd. 19th Floor,
Aurora Waterfront, opposite NALBAN, Sector
V, Bidhannagar, Kolkata, West Bengal 700091

Ref: Tender no. WTL/WBSDC/DC/23-24/056 dated 16.01.2024

Subject: Submission of financial proposal of Tender no. WTL/WBSDC/DC/23-24/056 dated 16.01.2024"

Dear Sir,

We, the undersigned, offer to provide the services as mentioned in the scope of work of the RFP dated [date]. Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Annexure 13 - Price Bid Format

Sl. No.	Item Description	Qty	Unit	Unit Rate	Total Rate	GST (%)	GST Amount	Total with GST
1	2	4	5	6	7	8	9	10
1	Support Renewal, Technical Refreshment and Enhancement of Data Center existing Civil Infrastructure at 1st & 2nd Floor – Support renewal tenure as per Section - I	1	Lot					
2	Support Renewal, Technical Refreshment and Enhancement of Data Center existing Electrical Infrastructure at 1st & 2nd Floor - Support renewal tenure as per Section - I	1	Lot					
3	Support Renewal of existing Cummins make Diesel Generator Set with all related accessories - Support renewal tenure as per	3	No.					
4	Support Renewal of existing 300KVA Isolation Transformer with all related accessories - Support renewal tenure as per Section - I	2	No.					
5	Support Renewal of existing ETON make 200KVA Central UPS system with all related accessories - Support renewal tenure as	2	No.					
6	Support Renewal of existing ETON make 20KVA UPS system for BMS equipment with all related accessories - Support renewal tenure as per Section - I	2	No.					
7	Support Renewal of Existing Schneider make 25TR Precision Airconditioner System with all related accessories - Support renewal tenure as per Section - I	6	No.					
8	Support Renewal of Existing Panasonic make 2TON Comfort Air Conditioning system all related accessories installed at 2nd Floor – Support renewal tenure as per Section – I	20	No.					
9	Support Renewal of existing Schneider make Rack Containment Frame with Rack and Cold and Hot Aisle Containment system with all related accessories - Support renewal tenure as per	3	No.					

Sl. No.	Item Description	Qty	Unit	Unit Rate	Total Rate	GST (%)	GST Amount	Total with GST
1	2	4	5	6	7	8	9	10
10	Support Renewal of existing Schneider make IP PDU for Server and Network Rack with all related accessories - Support renewal tenure as per Section - I	68	No.					
11	Support Renewal of existing Schneider make IP KVM switch with Display Unit including all related accessories - Support renewal tenure as per Section - I	12	No.					
12	Support Renewal, Technical Refreshment and Upgradation of various equipment for existing Building Management system with all related accessories for 1st & 2nd Floor - Support	1	Lot					
13	Support Renewal, Technical Refreshment and Upgradation of existing Building Management System software with all related accessories - Support renewal tenure as per Section - I	1	Lot					
14	Support Renewal, Technical Refreshment of existing Display Units and other related accessories for Monitoring of Various IT and Non-IT Infrastructure - Support renewal tenure as per	1	Lot					
15	Support Renewal, Technical Refreshment and Upgradation of existing Structured Passive Cabling Components of LAN infrastructure of 1st Floor & 2nd Floor - Support renewal tenure	1	Lot					
16	Support Renewal, Technical Refreshment and Upgradation of existing Checkpoint Make Network Security Devices - Support renewal tenure as per Section - I	1	Lot					
17	Support Renewal, Technical Refreshment and Upgradation of existing Array Networks make WAF and Load Balancer - Support renewal tenure as per Section - I	2	No.					
18	Support Renewal of existing Cisco make Network and Storage Switching Devices - Support renewal tenure as per Section - I	1	Lot					

Sl. No.	Item Description	Qty	Unit	Unit Rate	Total Rate	GST (%)	GST Amount	Total with GST
1	2	4	5	6	7	8	9	10
19	Support Renewal of existing Cisco make Rack Server and Blade Server along with Chassis and Fabric Interconnect - Support renewal tenure as per Section – I	1	Lot					
20	Support Renewal of existing NEO Backup Device and existing Commvault Backup software - Support renewal tenure as per	1	Lot					
21	Support Renewal and capacity enhancement of Existing NetApp make Storage systems with Controller and other related accessories - Support renewal tenure as per Section – I	1	No.					
22	Support Renewal of existing HPE make Storage System with all accessories - Support renewal tenure as per Section – I	1	No.					
23	Support Renewal, Technical Refreshment and Upgradation of existing cloud platform / Infrastructure with all existing component - Support renewal tenure as per Section – I	1	No.					
24	Support Renewal of existing Samarth make Metal detector and Vehant make Baggage scanner Machine along with other related accessories - Support renewal tenure as per Section – I	1	No.					
25	Delivery, Installation & Integration for replacement of existing Batteries (12V, 200AH) and other accessories of existing ETON make 200KVA UPS with 3 years warranty	80	No.					
26	Delivery, Installation & Integration for replacement of existing Batteries (12V, 42AH) and other accessories of existing Eton make 20KVA UPS with 3 years warranty	64	No.					
27	Delivery, Installation & Integration of 200KVA UPS and other accessories under Technical Refreshment of existing old & EOSL reached Central UPS with 3 years warranty (As per Technical	2	No.					
28	Delivery, Installation & Integration of batteries and other related accessories for 2 Nos. 200KVA UPS with 3 years warranty (As per Technical	80	No.					

Sl. No.	Item Description	Qty	Unit	Unit Rate	Total Rate	GST (%)	GST Amount	Total with GST
1	2	4	5	6	7	8	9	10
	Specification of Section - K)							
29	Delivery, Installation & Integration under Technical Refreshment of existing 2TON Comfort Air-conditioner System with all related accessories installed at 1st Floor with 3 years warranty (As per Technical Specification of Section - K)	12	No.					
30	Delivery, Installation & Integration of 2TON Small Room Cooling with High air quantity, high energy efficient components and advanced control system for Electrical & UPS Room with 3 years warranty (As per Technical Specification of Section - K)	7	No.					
31	Delivery, Installation & Integration of Router with 3 years warranty (As per Technical Specification of Section - K)	2	No.					
32	Technical upgradation, installation, commissioning, integration of existing infrastructure and newly procured infrastructure and providing onsite support for 3 years	1	No.					
Total (Rs.)								

***IF anything extra is required to complete the job, it will be the responsibility of the bidder.**

***Price has to be quoted as per CoR RFP & corrigendum (if any).**

Authorized Signatory

Name:

Office Seal:

Date:

Designation:

Place:

For and on behalf of: (BIDDER NAME)

Note: -

- All the above price would be in INR only.
- The bidder has to compulsorily quote for all items mentioned in the Commercial-bid Tables. In case bidder fails to quote for any of this stage, the bid would be summarily rejected.
- Above is indicative, however the quantity may increase or decrease at the time of placing the purchase order as per actual.
- Tenderer shall quote rates inclusive of Taxes, but there should be break basic price and all type of applicable taxes and GST in a separate sheet (to be uploaded with Price-Bid)
- The bidder is expected to submit a separate sheet, which includes the details of tax-applicable for each component of the SOR, the breakup of price for each item of SOR in terms of Basic Unit Price, GST, Excise duty, Sales Tax, Freight, Forwarding, Packing, Insurance and any other Statuary Taxes/Levies/Charges already paid or payable by the supplier shall also be quoted separately.
- Detailed item description and its specification may be referred from CoR Tender as:

Tender Ref. No.	WTL/WBSDC/DC/23-24/056 dated 16.01.2024 2024_WTL_647140_1
Date of floating	16-Jan-2024 02:30 PM
Floated on portal	eProcurement System of Government of West Bengal (https://wbtenders.gov.in)

Annexure 14 – Integrity Pact

PROFORMA FOR “SIGNING THE INTEGRITY PACT”

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

AND

....., hereinafter referred to as “The Bidder/ Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s forThe Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

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

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

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during tender process or during the execution of the contract.

- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as **Annexure A**.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex-"B".

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to be terminated the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

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

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, RailTel.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the CMD, RailTel within 8 to 10 weeks from the date of reference or intimation to **him** by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to provided to Independent Directors on the RailTel Board.
8. If the Monitor has reported to the CMD, RailTel, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, RailTel has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

Section 9: Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged by either party during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD of RailTel.

Section 10: Other Provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)
(Office Seal)

(For & On behalf of Bidder/Contractor)
(Office Seal)

Place _____

Date _____

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

End of Document

-----XXXX-----