

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

**Expression of Interest for Selection of Partner from Empanelled
Business Associate for
EXCLUSIVE TEAMING ARRANGEMENT**

For

**“Empanelment of a partner for carrying out works of CCTV, Web
Casting & GPS Tracking solution during elections at election sites
across the state of Maharashtra”**

EOI No: RCIL/WR/MUMBAI/Mktg/24-25/002 dated 26th Apr, 2024

रेलटेल
RAILTEL

EOI NOTICE

**RailTel Corporation of India Ltd,
Western Railway Microwave Complex, Senapati Bapat Marg,
Mahalaxmi, Mumbai – 400013**

EOI Notice No: RCIL/WR/MUMBAI/Mktg/24-25/002 dated 26th Apr, 2024

RailTel Corporation of India Ltd., (here after referred to as “RailTel”) invites EOIs from RailTel’s Empanelled Partners for exclusive teaming arrangement for the works of “Empanelment of a partner for carrying out works of CCTV, Web Casting & GPS Tracking solution during elections at election sites across the state of Maharashtra” as per POs received or under receipt by RailTel.

The details are as under:

1	Last date for submission of Technical Packet against EOIs by bidders	01 st May 2024 at 16:00 Hrs
2	Opening of Technical Bid of EOIs	01 st May 2024 at 16:30 Hrs
3	EOI fees inclusive tax (Non-refundable)	Rs. 10,000/- (Inclusive of 18% GST) to be paid online
4	EMD for Pre-Bid Arrangement	EMD: 1. Track 1: Rs. 1,60,000/- 2. Track 2: Rs. 1,60,000/- 3. Track 3: Rs. 1,60,000/- 4. Track 4: Rs. 2,00,000/- (EMD will be paid by bidders online individually track wise as per bidders participation in one or multiple tracks)
5	Estimated Costs track wise	Total: Rs. 9,65,00,000/- 1. Track 1: Rs. 1,00,00,000/- 2. Track 2: Rs. 1,00,00,000/- 3. Track 3: Rs. 65,00,000/- 4. Track 4: Rs. 7,00,00,000/-
5	Last date for submission of EOI Fees & EMD	01 th May 2024 at 16:00 Hrs

The EMD & Fees should be paid through online bank transfer only. Partner needs to share the online payment transfer details like UTR No, date of payment.

RailTel Bank Details: Union Bank of India, Account No. 317801010036605, IFSC Code - UBIN0531782.

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

1. Level 1

Contact Name: Sh. Viplov Nath Mishra

Designation: Senior Deputy General Manager/ Marketing
E-Mail Address: viplovmishra@railtelindia.com
Mobile No: +91- 9004444124

2. Level 2

Contact Name: Sh. Santosh Parage
Designation: Group General Manager/ Marketing
E-Mail Address: santosh.parage@railtelindia.com
Mobile No: +91- 7020906278

Note:

1. Empanelled partners are required to submit soft copy of technical & price packet through an e-mail at eoivr@railtelindia.com duly signed by Authorized Signatories with Company seal and stamp.
2. The EOI response is invited from eligible **Empanelled Partners of RailTel only.**
3. All the document must be submitted with **proper indexing** and **page no.**
4. This is an **exclusive teaming arrangement with empanelled business associate of RailTel for delivering CCTV, Web Casting & GPS Tracking solution across various election sites in the state of Maharashtra.** Selected partner's authorized signatory has to give an undertaking they will not indulge directly or indirectly in obtaining orders for the said works with any other organization once empanelled in this EOI for exclusive arrangement.
5. Partner has to submit their response as an individual organization only. No consortium is allowed. The Bidder has to be an empanelled partner of RailTel.
6. **Transfer and Sub-letting.** The Business Associate has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contractor any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
7. All Bidders to sign and stamp RailTel's EOI and its corrigendum's implying acceptance of all terms and conditions as mentioned and submit the same along with their Bids.
8. All the terms and conditions as laid by RailTel's End Customer in the POs placed or in the POs that will possibly be placed will be unquestionably and without any terms be acceptable to the empanelled partner. Any changes made by RailTel's end customer will also be accommodated within the deliverables made.

1. As Introduction about RailTel

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.

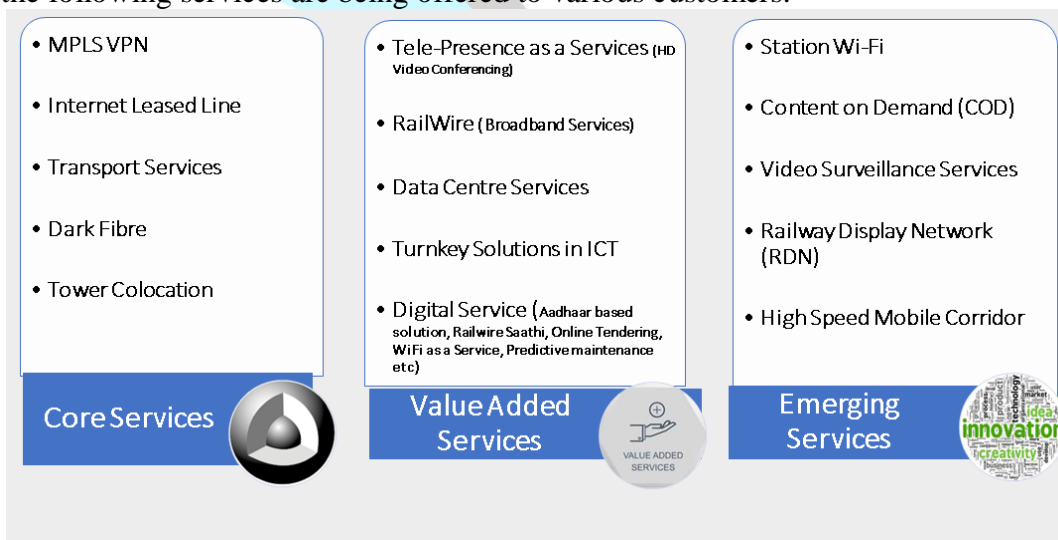
RailTel has approximately 60000 kms of OFC along the protected Railway tracks. The transport network is built on high capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon and Secunderabad hosting / collocating critical applications. RailTel is also providing Telepresence as a Service (TPaaS), where a High-Definition Video Conference facility bundled with required BW is provided as a Service.

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

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

Licenses & Service portfolio:

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



a) Carrier Services

- National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India

using state of the art NGN based network through its Interconnection with all leading Telecom Operators

- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth & above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

b) Enterprise Services

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

c) DATA CENTER

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

d) 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

e) 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.

f) Retail Services – RailWire

RailWire: Triple Play Broadband Services for the Masses. RailTel has unique model of delivering broadband services, wherein local entrepreneurs are engaged in delivering & maintaining broadband services and up to 66% of the total revenues earned are shared to these local entrepreneurs in the state, generating jobs and revitalizing local economies. On date RailTel is serving approx. 4,68,000 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 deliver CCTV, Web Casting & GPS Tracking solution across various election sites in the state of Maharashtra for elections held in CY 2024.

RailTel invites EOIs from RailTel's Empanelled Partners for the selection of empanelment of a suitable partner for executing the above mentioned work and the agreed scope of work as per POs received/to be received by RailTel. The empanelled 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 per the POs received / to be received by RailTel from the District officer and District Election Officer. The major deliverables to be provided are CCTV, Web Casting & GPS Tracking solution at various election sites.

The broad scope of deliverables is provided below for reference: -

- 1) CCTV Solution
- 2) Web Casting
- 3) GPS Tracking System

The above scope of work is indicative, and the detailed scope of work/items is given in the end customer POs received/ to be received.

The scope of work as per locations is divided into tracks as follows:

- 1. Track – 1: GPS Tracking System and Monitoring System at Nashik**
- 2. Track – 2: CCTV Solution at Nashik**
- 3. Track – 3: CCTV Solution at Dhule**
- 4. Track – 4: CCTV Solution at Mumbai**

In case of any discrepancy or ambiguity in any clause / specification pertaining to scope of work area, the end customer POs shall supersede and will be considered sacrosanct.

Business associate can participate as a sole bidder only. No consortium is permitted. Bidder

must be RailTel's empanelled partner and will be responsible for all the conditions mentioned in this and the end customer POs/POs to be received.

Special Note: RailTel may retain some portion of the work mentioned in the end customer POs, where RailTel has competence so that overall solution becomes robust, reliable and stable. RailTel at its discretion may drop selection/execution of scope against any of the track/tracks before the issuance of LOA/LOI/PO against this EOI.

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 last date of Bid Submission Deadline.

4.5 Bid Earnest Money (EMD)

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

4.5.2 Offers not accompanied with valid Earnest Money Deposit shall be summarily rejected. EMD if paid via online transfer then the details of the payment (UTR No, Payment Date, etc) should be accompanied along with the bid.

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

4.5.4 Return of EMD for successful Business Associate: EMD and Integrity Pact of the successful bidder will be discharged / returned as promptly as possible and on receipt of Security Deposit/ Performance Bank Guarantee as applicable (clause no. 4.6) from Business Associate whichever is later.

4.5.5 Forfeiture of EMD and or Penal action as per EMD Declaration:

4.5.5.1 The 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.

4.5.5.2 In case of non-submission of SD/PBG (as per clause no. 4.6) lead to forfeiture of EMD if applicable and Integrity Pact and or suitable action as prescribed in the EMD Declaration shall be initiated as applicable.

4.5.5.3 Having indulged with another party directly/through other arrangement/ agreement apart from RailTel in RailTel's end customer endeavors for CY 2024 pertaining to the referred scope

4.5.5.4 Partial or non submission of EMD/Tender Fees or both

4.6 Security Deposit / Performance Bank Guarantee (PBG)

4.6.1 In case the bid is successful, the PBG of requisite amount proportionate to 10% of the scope of the work/ total PO value will have to be submitted to RailTel.

4.6.2 As per work share arrangements agreed between RailTel and Business Associate the PBG amount will be proportionately intimated to selected BA and same shall be submitted by the selected Business Associate within 15 days.

4.7 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.

4.8 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 along with invoking PBG and all interests/claims of such Business Associate shall be deemed as foreclosed.

4.9 Details of Financial bid for the above referred tender

Business Associate meeting eligibility criteria and lowest price will be empaneled for delivering the scope as per RailTel's end customer POs. This will be exclusive empanelment arrangement for optimizing the technical & commercial solution so that most stable, reliable & robust solution is delivered as per RailTel's end customer requirements.

In case if there are Two or more Business Associate meeting eligibility criteria and quoting same price, then negotiation will be conducted within these Sole partner in the second stage for the given scope of the work and Sole bidder with overall lowest (L1) offer will be selected for exclusive empanelment arrangement for optimizing technical and commercial solution.

Also it may be noted that RailTel may choose multiple BAs for final deployment depending upon the lowest offer received so that best possible cost effective solution can be

put forth.

The BA's will have to encompass RailTel margin over all components of the Price.

Any dynamic changes at the time of delivery ie quantities or the complete solution itself as per the end customer of RailTel shall be unquestionably & without any objection accommodated by the BA/BAs in their Technical & Price offer submitted against this EoI.

4.10 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.

4.11 Period of Association/Validity of Agreement

The period of association will be for the current CY 2024 and validity of agreement will be upto the current calendar year. RailTel will enter into a empanelment agreement with selected bidder with detailed Terms and conditions.

5. Eligibility Criteria for Bidding Business Partner of RailTel

S No	Particulars	Criteria for Tender Package
		(Mandatory Compliance & Document Submission)
A)	Financial Conditions	
i)	Sole bidder should be registered under Companies Act, 1956 or Companies Act 2013 or as amended and should have at least 7 years of operations in India as on bid submission date.	1. Certificate of Incorporation 2. GST Registration 3. PAN Card
ii)	Sole Participating bidder should have cumulative turnover of Rs 5 Crore or above in the preceding three financial years (FY 20-21, 21-22, 22-23).	Profit & Loss statement and Balance sheets. Certificate issued by the CA for the last three financial years (i. e. FY 20-21, 21-22, 22-23). Certificate should contain UDIN no. issued by ICAI.
iii)	Sole partner should also have a positive net worth as of 31 st March, 2023.	Profit & Loss statement and Balance sheets.
B)	Technical Conditions	
iv)	The Bidder must have received orders from Municipal Corporation (Nagar Palika/ Nagar Parishad) either directly or through JV of following order Value: 1) One order of Rs. 3.5 Cr 2) Two Orders of Rs. 2.33 Cr 3) Three Orders of Rs. 1.75 Cr	Copy of work order OR Client's testimonial OR Client Certificate

S No	Particulars	Criteria for Tender Package
		(Mandatory Compliance & Document Submission)
v)	Bidder must possess following certifications: 1) ISO 9001:2015 2) ISO 27001:2013 3) CMMI Level 3 or above 4) ISO 14001:2015	Copies of valid certificates to be enclosed.
vi)	The Bidder should never have been blacklisted by any of the Central/ State/ Semi Govt./ Local Self Govt./ PSUs as on the date of Bid Submission	Self-Declaration on company letter head in this regard by the authorized signatory of the bidder
vii)	The Bidder should have office in Nashik or Dhule for better co-ordination while executing the project	Declaration regarding the same along with Proof of Address(GST/Electricity Bill/Leave License Agreement, etc any one)

6. Bidder's Profile

The bidder shall provide the information in the below table:

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

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 qualifying the Eligibility criteria will be selected for exclusive pre-bid arrangement for optimizing technical and commercial solution so that most winnable solution is submitted to end customer.

7.3 In case if there are two or more Sole Bidders meeting eligibility criteria then the price bids will be sought from these Sole Bidder in the second stage for the given scope of the work and Sole Bidder with overall lowest (L1) offer will be selected for exclusive pre-bid arrangement for optimizing technical and commercial solution.

7.4 Price Evaluation will be Track wise

Eg: if Bidder ‘A’ participates in Track 1, Bidder ‘B’ participates in Track 2 & Bidder ‘C’ participates in Track 1 & 2 both, then while evaluation if it is found that the Lowest price for Track 1 is by Bidder ‘A’ & Lowest price for Track 2 is by Bidder ‘C’ then Contract will be awarded to A & C respectively for the tracks. Bidder ‘C’ will not be awarded Track 1.

7.5 RailTel reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants. The RailTel evaluation committee will determine whether the proposal/ information is complete in all respects and the decision of the evaluation committee shall be final. RailTel may at its discretion assign lead factor to the Business associate as per RailTel policy for shortlisting partner against this EOI.

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

8. Withdrawal of Bids

A Bidder wishing to withdraw its bid shall notify to RailTel by e-mail prior to the deadline prescribed for bid submission. The notice of withdrawal shall be addressed to RailTel at the address named in the Bid Data Sheet, and bear the Contract name, the <Title> and < Bid No.>, and the words “Bid Withdrawal Notice.” Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a valid submitted bid.

No bid can be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in the Bid Data Sheet. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder’s EMD.

9 Evaluation Process

The evaluation process of the bid proposed to be adopted by RailTel is indicated in this section. The purpose of this section is to provide the Bidder an idea of the evaluation process that RailTel may adopt.

RailTel shall appoint a Bid Evaluation Committee (BEC) to scrutinize and evaluate the technical and commercial bids received. The BEC will examine the Bids to determine whether they are complete, responsive and whether the bid format conforms to the bid requirements. RailTel may waive any informality or non-conformity in a bid which does not constitute a material deviation according to RailTel.

The bid prices should not be mention in any part of the bid other than the Commercial Bid. Any attempt by a bidder to influence the bid evaluation process may result in the rejection of Bid and forfeiture of EMD.

10 Performance Bank Guarantee

The Bidder shall at his own expense, deposit with RailTel, an unconditional and irrevocable Performance Bank Guarantee (PBG) from nationalized/scheduled banks excluding co-operative banks as per the format given in this bid, payable on demand, for the due performance and fulfilment of the contract by the Bidder.

This Performance Bank Guarantee will be submitted within 15 days of the notification of award of the contract/ Letter of Acceptance (LOA) issuance whichever is earlier. If PBG is not submitted within this time frame a delayed PBG penalty will be attracted. Post 15 days and up to 30 days from date of notification of award of the contract/ Letter of Acceptance (LOA) issuance a penalty at 15% per annum interest of LOA amount will be levied as delayed PBG penalty and this penalty will be deducted from the Invoices & EMD of the Bidder. After these 30 days if PBG is not submitted then it will be assumed that the Bidder is not interested in submitting PBG and the Amount of PBG along with the delayed PBG penalty calculated will be retained from Invoices & EMD of the Bidder. Non-submission of PBG can also lead to cancellation of contract and the decision with respect to whether, to retain the PBG Amount and penalty from Invoices & EMD or cancellation of contract, will be at the sole discretion of RailTel. In the event of cancellation of contract EMD will be forfeited. If PBG is retained from Invoices & EMD then the PBG Amount only and not the penalty attracted will be paid to the Bidder in such a case post the contract period plus three months (expected PBG validity date) are over after deducting any applicable deductions (e.g.: Poor service, Delayed Delivery, etc).

This Performance Bank Guarantee will be for an amount equivalent to 5% of the total track value in which the Bidder is participating. Bidder has to issue separate Performance Bank Guarantees track wise if bidder is participating in multiple tracks.

This Performance Bank Guarantee calculated as per estimated costs of each track are as follows:

1. **Track – 1:** Rs. 5,00,000/-
2. **Track – 2:** Rs. 1,00,000/-
3. **Track – 3:** Rs. 3,25,000/-
4. **Track – 4:** Rs. 35,00,000/-

All charges whatsoever such as premium, commission, stamp duties etc. with respect to the Performance Bank Guarantee shall be borne by the Bidder. The Performance Bank Guarantee format can be found in this document.

The Performance Bank Guarantee may be discharged/ returned by RailTel upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.

In the event of the Bidder being unable to service the contract for whatever reason, RailTel would invoke the PBG. 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 Bidder's failure to complete its obligations under the Contract. RailTel shall notify the Bidder in writing of the exercise of its right to receive such compensation within 15 days, indicating the contractual obligation(s) for which the Bidder is in default.

The 15 days notice period shall be considered as the 'Cure Period' to facilitate the Implementation Agency to cure the breach. The PBG shall be invoked only if the breach is solely attributable to the bidder and the bidder fails to rectify the breach within the 'Cure Period'.

RailTel shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to the Bidder, the equivalent value of any payment made to the Bidder due to inadvertence, error, collusion, misconstruction or misstatement.

11 Rights to Terminate the Process

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

This bid document does not constitute an offer by RailTel. The Bidder's participation in this process may result in RailTel selecting the Bidder to engage in further discussions and negotiations towards execution of a contract. The commencement of such negotiations does not, however, signify a commitment by RailTel to execute a contract or to continue negotiations. RailTel may terminate negotiations at any time without assigning any reason.

12. Payment terms

- 12.1 RailTel shall make payment to selected Business Associate after receiving payment from Customer for the agreed scope of work. In case of any penalty or deduction made by customer for the portion of work to be done by BA, same shall be passed on to Business Associate.
- 12.2 All payments by RailTel to the Partner will be made after the receipt of payment by RailTel from end customer organization and upon submission of correct Tax Invoices as per statutory norms.
- 12.3 The Payments received from end customer will be disbursed Scope wise to the selected BA.
- 12.4 Payments to selected BAs will be in Arrears only. No advance payment will be made

13 SLA/Penalty/LD

The selected bidder will be required to adhere to the SLA/Penalty/LD as levied by RailTel's end customer and the SLA/Penalty/LD breach penalty will be applicable back to back on the selected bidder, as specified by end Customer. The SLA/Penalty/LD scoring and penalty deduction mechanism for in-scope of work area shall be followed as specified in the Tender. All associated clarifications, responses to queries, revisions, addendum and corrigendum, associated Prime Services Agreement (PSA)/ MSA/ SLA also included. Any deduction by Customer from RailTel payments on account of SLA/Penalty/LD breach which is attributable to Partner and will be passed on to the Partner proportionately based on its scope of work.

14 Duration of the Contract Period

The contract shall remain in force upto this calendar year ie CY 2024 from the Commercial Operation Date (COD). The effective date will be the day when the Condition Precedents are met.

Note:

- 1. In case of any discrepancy or ambiguity in any clause /specification pertaining to scope of work area, the end customer organizations POs & requirements as stated by them explicitly at the time of delivery shall supersede and will be considered sacrosanct.**
- 2. All clauses such as cost involved, payment term, validity, lock in period, etc will be back to back as per end customer PO**
- 3. RailTel at its discretion may drop selection/execution of scope against any of the track/tracks before the issuance of LOA/LOI/PO against this EOI**



Annexure 1: COVERING LETTER

(To be submitted by sole Bidder on Letter head)

EoI Reference No: _____ Date: _____

To
RailTel Corporation of India Ltd
Western Railway Microwave Complex
Senapati Bapat Marg, Mahalaxmi, Mumbai – 400013

Dear Sir,

SUB: Participation in the EoI process

Having examined the Invitation for EoI document bearing the reference number _____ Dt. _____ 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 EoI document.

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

We hereby declare that all the information and supporting documents furnished as a part of our response to the said Invitation for EoI 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 EoI is liable to be rejected.

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

Authorized Signatory Name:

Designation:

Contact No:

E-Mail Address:

Signature:

Seal of the Organization:

रेलटेल
RAILTEL

Annexure 2: Self-Certificate & Undertaking
(To be submitted by sole Bidder on Letter Head)

EOI Reference No: _____ Date: _____

To
RailTel Corporation of India Ltd
Western Railway Microwave Complex
Senapati Bapat Marg, Mahalaxmi, Mumbai – 400013

Dear Sir,

Sub: Self Certificate for Tender, Technical, Commercial & other compliances

1. Having examined the Technical specifications mentioned in this EOI & end customer PO, we hereby confirm that we meet all specification.
2. We agree to abide by all the technical, commercial & financial conditions of the end customer POs for which EOI is submitted. We understand and agree that RailTel shall release the payment to selected sole partner/lead partner after the receipt of corresponding payment from end customer by RailTel. Further we understand that in case we fail 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 bidder.
3. We agree to abide by all the technical, commercial & financial conditions of the end customer's POs for the agreed scope of work for which this EOI is submitted.
4. We hereby agree to comply with all technical & financial documentation end to end requirements mentioned in the end customer's POs received/ to be received by RailTel.
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 received/to be received POs terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Criteria as required in the end customer's PO terms and conditions.
7. We understand and agree that RailTel is intending to select a sole bidder who is willing to accept all terms & conditions of end customer organization's POs 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 bidder 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 as and when required.
9. We hereby undertake to sign Pre-Bid Agreement, Pre-Contract Integrity Pact and Non-Disclosure Agreement with RailTel on a non-judicial stamp paper of Rs. 500/- in the prescribed Format.

10. We undertake that we will not indulge directly or indirectly in obtaining orders for the said works with any other organization once empanelled in this EOI for exclusive arrangement and also directly or indirectly not propose our techno-commercial solution/association with any other organization once selected in this EOI for empanelment arrangement.

Authorized Signatory Name:

Designation:

Signature:

Seal of the Organization:



रेलटेल
RAILTEL

Annexure 3: Undertaking for not being Blacklisted/Debarred
(To be submitted by sole bidder on Letter Head)

EoI Reference No: _____ Date: _____

To
RailTel Corporation of India Ltd
Western Railway Microwave Complex
Senapati Bapat Marg, Mahalaxmi, Mumbai – 400013

Dear Sir,

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.

Authorized Signatory Name:

Designation:

Signature:

Seal of the Organization:

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RAILTEL

Annexure 4: Format of Affidavit

(To be submitted by sole bidder)

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY SOLE PARTNER ALONGWITH THE EOI DOCUMENTS

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 500/-. 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. _____ Dt. _____ of (RailTel Corporation of India Ltd), do hereby solemnly affirm and state on the behalf of the BA including its constituents as under:

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

DEPONENT

SEAL AND SIGNATURE OF THE BA

VERIFICATION

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

DEPONENT

SEAL AND SIGNATURE OF THE ADVOCATE

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.**

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RAILTEL

Annexure 5: Draft Non-Disclosure Agreement

(To be submitted on a Rs. 500 Stamp Paper)

This Non-Disclosure Agreement (“Non-Disc”) is made and entered into _____ day of _____ month _____ year (effective date) by and between _____ (“RailTel”) and _____ (“Company”). Whereas, RailTel and Company have entered into an Agreement (“Agreement”) _____ effective _____ for _____ and

Whereas, each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, (“CONFIDENTIAL INFORMATION”).

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. Definitions. As used herein:

- a. The term “Confidential Information” shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer and prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party’s data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the RailTel’s information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.
- b. The term, “RailTel” shall include the officers, employees, agents, consultants, contractors and representatives of RailTel.
- c. The term, “Company” shall include the directors, officers, employees, agents, consultants, contractors and representatives of Company, including its applicable affiliates and subsidiary companies.

2. Protection of Confidential Information: With respect to any Confidential Information disclosed to it or to which it has access, Company affirms that it shall:

- a. Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;

- b. Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information than the parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients;
 - c. Not to make or retain copy of any commercial or marketing plans, citizen/users/persons/customers database, Bids developed by or originating from RailTel or any of the prospective clients of Railtel except as necessary, under prior written intimation from RailTel, in connection with the Project, and ensure that any such copy is immediately returned to RailTel even without express demand from RailTel to do so;
 - d. Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
 - e. Return to the other party, or destroy, at RailTel's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of
 - (i) expiration or termination of either party's engagement in the Project, or
 - (ii) the request of the other party therefore.
 - f. Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between RailTel and Company or the nature of services to be provided by the Company to RailTel.
- 3. Onus.** Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.
- 4. Exceptions.** These restrictions as enumerated in section 1 of this Agreement shall not apply to any Confidential Information:
- a. Which is independently developed by Company or lawfully received from another source free of restriction and without breach of this Agreement; or
 - b. After it has become generally available to the public without breach of this Agreement by Company; or
 - c. Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party's possession; or
 - d. Which RailTel agrees in writing is free of such restrictions.
 - e. Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;
- 5. Remedies.** Company acknowledges that

(a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to RailTel;

(b) Company affirms that damages from such disclosure or use by it may be impossible to measure accurately; and

(c) injury sustained by RailTel may be impossible to calculate and remedy fully. Therefore, Company acknowledges that in the event of such a breach, RailTel shall be entitled to specific performance by Company of Company's obligations contained in this Agreement. In addition, Company shall indemnify RailTel of the actual and liquidated damages which may be demanded by RailTel. Moreover, RailTel shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.

6. **Need to Know.** Company shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.
7. **Intellectual Property Rights Protection.** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
8. **No Conflict.** The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
9. **Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
10. **Dispute Resolution.** If any difference or dispute arises between RailTel and the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred appropriately to RailTel/ stakeholders/ partners/ patrons
 - a. The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration and Conciliation Act, 1996 and amendments thereof.
 - b. The place of arbitration shall be Mumbai.
 - c. The arbitrator's award shall be substantiated in writing and binding on the parties.
 - d. The proceedings of arbitration shall be conducted in English language.
 - e. The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.
11. **Governing Law.** This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive

jurisdiction of Courts and/or Forums situated at Mumbai, India only.

- 12. Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.
- 13. Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
- 14. Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 15. Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
- 16. Waiver.** If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
- 17. Survival.** Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.
- 18. Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years Company shall not solicit or attempt to solicit RailTel's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to RailTel with any employee and/or consultant of RailTel who has knowledge of the Confidential Information, without the prior written consent of RailTel. This section will survive irrespective of the fact whether there exists a commercial relationship between Company and RailTel.
- 19. Term.** Subject to aforesaid section 17, this Agreement shall remain valid up to _____ years from the "effective date".

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For RailTel

Name:

Title:

WITNESSES:

1. _____

2. _____

For Company

Name:

Title:

WITNESSES:

1. _____

2. _____

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RAILTEL

Annexure 6: Integrity Pact

(To be executed on Rs. 500/- Stamp Paper)

EoI Number: _____ Dated: _____

This Integrity Pact is made at on this _____ Day of _____ 2022

BETWEEN

RailTel Corporation of India Ltd (a Govt of India Enterprise under Ministry of Railways) having its registered office at Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 and Regional Office at Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi, Mumbai – 400013, hereinafter referred to as “The Principal”, which expression shall unless repugnant to the meaning or contract thereof include its successors and permitted assigns AND

<Bidder Name> having its registered office at <Bidders Registered and Branch Address (if any)> hereinafter referred to as “The Bidder/ Contractor/ Concessionaire/ Consultant” and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.

Preamble

Whereas, the Principal intends to award, under laid down organizational procedure’s contract/s for ‘<Name of Work>’. The Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and for Contractor(s)/Concessionaire(s)/Consultant(s).

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as Integrity Pact) the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties. Now, therefore, in consideration of mutual covenants stipulated in this pact, the parties hereby agree as follows and this pact witnessed as under: -

Article – 1: Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principle: -
 - 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 tender process or the contract execution.
 - c. The Principal will exclude all known prejudiced persons from the process.
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 any other Statutory Acts 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 as per its internal laid down Rules/ Regulations.

Article – 2: Commitments of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)

The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(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)/ Concessionaire(s)/ Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principals 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 of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(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 or bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not commit any offence under the relevant IPC / PC. Act and other Statutory Acts; further the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not use improperly for purposes of completion 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)/ Concessionaire(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India. If any similarly the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any. Further details as mentioned in the ‘Guidelines on Indian Agents of Foreign

Suppliers' shall be disclosed by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s). Further, all the payments made to the Indian Agent /Representative have to be Indian Rupees only.

- e. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(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. He shall also disclose the details of services agreed upon for such payments.
- f. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- g. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.
- h. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) who have signed a Integrity pact shall not approach the court while representing the matter to IEMs and shall wait for their decision in the matter.

Article – 3: Disqualification from tender process and exclusion from future contracts

1. If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) before award or during execution has committed a transgression through a violation of any provision of Article-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)/ Concessionaire(s)/ Consultant(s) from the tender process.
2. If the Bidder/Contractor/Concessionaire/Consultant has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder/Contractor/Concessionaire/Consultant for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/Contractor/Concessionaire/Consultant and the amount of the damage. The exclusion will be imposed for a maximum of 1 year.
3. A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that “On the basis of facts available there are no material doubts”.
4. The Bidder/ Contractor/Concessionaire/Consultant will its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge

or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

5. The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder/ Contractor/Concessionaire/Consultant shall be final and binding on the Bidder/ Contractor/Concessionaire/Consultant, however, the Bidder/ Contractor/ Concessionaire/ Consultant can approach IEM(s) appointed for the purpose of this Pact.
6. On occurrence of any sanctions/ disqualification etc. arising out from violation of integrity pact, Bidder/ Contractor/Concessionaire/Consultant shall not be entitled for any compensation on this account.
7. Subject to full satisfaction of the Principal, the exclusion of the Bidder/Contractor/Concessionaire/Consultant could be revoked by the Principal if the Bidder/ Contractor/Concessionaire/Consultant can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Article – 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Article-3, the Principal shall be entitled to forfeit the Earnest Money Deposit/ Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security apart from any other legal right that may have accrued to the Principal.
2. In addition to above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/Concessionaire/Consultant's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/ Concessionaire/ Consultant and/or demand and recover liquidated and all damages as per the provisions of the contract/Concession agreement against Termination.

Article – 5: Previous Transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years immediately before signing of this integrity pact with any other Company in any country conforming to the anticorruption/Transparency International (TI) approach or with any other Public Sector Enterprise/Undertaking in India or any Government Department 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 or action for his exclusion can be taken as mentioned under Article-3 above for transgression of Article-2 and shall be liable for compensation for damages as per Article-4 above.

Article – 6: Equal treatment of all Bidders/ Contractors/ Concessionaires/ Consultants/ Subcontractors

1. The Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s) undertake(s) to demand from all sub-contractors 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/Concessionaire/Consultant and Subcontractors.
3. The Principal will disqualify from the Tender process all Bidders who do not sign this Pact violate its provisions.

Article – 7: Criminal charges against violating Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/ Sub-contractor(s)

If the Principal obtains knowledge of conduct of a Bidder/ Contractor/ Concessionaire/ Consultant or Subcontractor, or of an employee or a representative or an associate of a Bidder/ Contractor/ Concessionaire/ Consultant 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.

Article – 8: Independent External Monitor (IEM)

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval from Central Vigilance Commission. 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/Contractor/Concessionaire/Consultant accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/ Contractor/ Concessionaire/ Consultant. The Bidder/ Contractor/ Concessionaire/ Consultant 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.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractors(s) with confidentiality. The Monitor has also signed on 'Non-disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CMD, RailTel and recuse himself/herself from that case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor/

Concessionaire/Consultant. The parties offer to the Monitor the option to participate in such meetings.

6. As soon as the Monitor notices, or believes to notice any transgression as given in Article- 2, he may request the Management of the Principal to take corrective action, or to take 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.
7. The Monitor will submit a written report to the CMD, RailTel within 8-10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the CMD, RailTel, a substantiated suspicion of an offence under relevant IPC/PC Act or any other Statutory Acts, and the CMD, RailTel has not, within the reasonable time taken visible action to proceed against such offence or reported it 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.

Article – 9: Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor/Consultant 12 months after his Defect Liability Period is over or 12 months after his last payment under the contract whichever is later and for all other unsuccessful Bidders, 6 months after this Contract has been awarded (In case of BOT projects). It expires for the concessionaire 24 months after his concession period is over and for all other unsuccessful Bidders 6 months after this Contract has been awarded. Any violation of the same would entail disqualification of the bidder and exclusion from future dealings.

If any claim is made/lodged 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.

Article – 10: Other Provisions

1. This pact 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 Bidder/Contractor/Concessionaire/Consultant is a partnership or a Joint Venture partner, this pact must be signed by all partners or members.
4. Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid, in this case, the parties will strive to come to an agreement to their original intentions.
5. Issue like warranty / Guarantee etc. shall be outside the purview of IEMs.

6. In the event of any contradiction between the Integrity Pact and its Annexure, the clause in Integrity Pact shall prevail.
7. Any dispute/differences arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
8. The actions stipulated in the integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

In witness whereof, the parties have signed and executed this pact at the place and date first done mentioned in the presence of following witnesses: -

(For & On behalf of the (Principal)

(For & On behalf of Bidder/Contractor/
Concessionaire/Consultant)

Place:

Date:

Witness 1:

Witness 2:

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Annexure 7: Complete EoI Examination & Nil Deviation Certificate

(To be submitted by Bidder)

To
RailTel Corporation of India Ltd
Western Railway Microwave Complex
Senapati Bapat Marg, Near Railway Sports Ground
Mahalaxmi, Mumbai – 400013

Sub: Complete EoI Examination & Nil Deviation Certificate

Ref: EoI Number: _____ Dated: _____

Dear Sir,

We <Bidder Name> having completely examined the referred EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI, conclude that we have understood the Terms & Conditions of the EoI and its subsequent addendums & corrigendum (if any) and any other documents/its addendums/corrigendum referred in this EoI. We declare that we have sought all clarifications for the same from RailTel or its end customer for anything contained in this EoI & any other documents/its addendums/ corrigendum referred in this EoI and have been satisfied with the clarifications to the fullest extent and there are no terms, clauses, conditions, etc which are ambiguous.

We also declare that there is no deviation from adhering to anything that is contained in this EoI and any other documents/its addendums/corrigendum referred in this EoI and that any deviation later raised by us shall lead to forfeiture of the Bid/Contract at complete discretion of RailTel.

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone and Fax :
E-mail address :

Annexure 8: Back to Back Compliance Certificate

(To be submitted by Bidder)

To
RailTel Corporation of India Ltd
Western Railway Microwave Complex
Senapati Bapat Marg, Near Railway Sports Ground
Mahalaxmi, Mumbai – 400013

Sub: Complete back to back Compliance Certificate

Ref: 1) EoI Number: _____ Dated: _____

2) PO No: _____ Dt. _____

Dear Sir,

Considering reference 1 & 2 we would like to declare that we have read and understood the EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI thoroughly. We would like to give you our back to back compliance for all the terms and conditions, clauses, timelines, deliverables and anything explicitly mentioned in the EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI.

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone and Fax :

E-mail address :

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Annexure 9: Performance Bank Guarantee Format

(For a sum of percentage of the value of the contract as per specified)

(Stamp Duty to be confirmed by RailTel in co-ordination with RailTel's Legal Department)

(Final Draft to be confirmed by RailTel Legal before BG issuance)

Name of the Bank: <Bank Name>

To

RailTel Corporation of India Ltd.
Western Railway Microwave complex,
Senapati Bapat Marg, Mahalaxmi,
Mumbai – 400013

Date: <Date>

Bank Guarantee Bond No.: <BG Number>

Date: <Date>

In consideration of RailTel Corporation of India Ltd (hereinafter called — “RailTel”) having invited the bid for ‘Implementation of unified communication infrastructure comprising IPMPLS LAN infra, VOIP exchange, IP based control communication and replacement of UTN over Western Railways’ through EOI No _____ Dt. _____. We have been informed that <Company Name of Bidder> having its Office address <Address> (hereinafter called "the Bidder") intends to submit its bid (hereinafter called "the Bid") .

WHEREAS, the Bidder is required to furnish Bid Security for the sum of Rs. <Amount>/- (Rupees <Amount in Words> Only), in the form of Bank Guarantee, according to conditions of Bid.

AND

WHEREAS, <Bank Name>, with its Branch <Bank Branch Name> having its Headquarters office at <Bank Address>, hereinafter called the Bank, acting through <Insert Name and Designation of the authorised persons of the Bank>, have, at the request of the Bidder, agreed to give guarantee for Bid Security as hereinafter contained, in favour of the Railway:

1. KNOW ALL MEN that by these present that I/We the undersigned <Insert name(s) of authorized representatives of the Bank>, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to RailTel full amount in the sum of Rs. <Amount>/- (Rupees <Amount in Words> Only) as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by RailTel any amount up to and including aforementioned full amount without any demur, reservation

or recourse. Any such demand made by RailTel on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.

3. The Bank shall pay the amount as demanded immediately on presentation of the demand by RailTel without any reference to the Bidder and without RailTel being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between RailTel and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by RailTel at any time.
6. This guarantee will remain valid and effective from <BG Date> till <Validity Date>. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and RailTel herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of RailTel. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details: -

IFSC CODE	UBIN0531782
BANK NAME	Union Bank of India
BRANCH NAME	Mahalaxmi
CITY NAME	MUMBAI
ADDRESS	22, Bhulabhai Desai Road, Mahalaxmi Chambers, Mahalaxmi, Mumbai – 400026
STATE	MAHARASHTRA

11. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee(s) of Bidder in favour of RailTel. The Bank, under this Guarantee, shall be deemed as Principal Debtor of RailTel.

Date <Date>

Place <Place>

Bank's Seal and authorized signature(s)

[Name in Block letters]

[Designation]

[P/Attorney] No.

Witness:

1. Signature, Name & Address & Seal
2. Signature, Name & Address & Seal

Bank's Seal

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Annexure 10: Tracks defining scope of work

Particulars	Participation (Y/N)
<u>Track – 1: GPS Tracking System and Monitoring System at Nashik</u>	
<u>Track – 2: CCTV Solution at Nashik</u>	
<u>Track – 3: CCTV Solution at Dhule</u>	
<u>Track – 4: CCTV Solution at Mumbai</u>	

(Detailed Budgetary estimate for each Track is enclosed as Annexure 11. Prices are to be quoted in percentage above/below/at par in the same format. Bidders have to participate in complete track only which will include the price for all components encompassed in that particular track. Bidders can participate in any number of the above 3 tracks. The price calculation of each item will be apportioned as per percentage of price of that item against the complete track and payments will be accordingly made. RailTel at its discretion may drop selection/execution of scope against any of the track/tracks before the issuance of LOA/LOI/PO against this EOL.)

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Annexure 11: Price Bid Format

1. Track – 1: GPS Tracking System and Monitoring System at Nashik

Sr No	Item Description	Unit	QTY	Budgetary value (Incl GST)	Price Quote of Bidder as % Above/Below/At Par	Final Price Quoted by bidder
1	GPS Tracking	Per Set & for 2 Days	1	Rs. 3,080/-		
2	System for Vehicle	Per Set & Per Month	1	Rs. 10,827/-		

2. Track – 2: CCTV Solution at Nashik

Sr No	Description	Unit	Quantity	Budgetary value (Incl GST)	Price Quote of Bidder as % Above/Below/At Par	Final Price Quoted by bidder
1	4 Channel NVR Set with all necessary setup & with installation (Minimum 5 MP IP Camera for indoor/Out door,Power supply,4 TB Hard disk ,Connectors with power Backup up to 3 Hrs with 32 inch Display) (First Day Rate)	Per Set	1	308		
2	4 Channel NVR Set with all necessary setup & with installation (Minimum 5 MP IP Camera for indoor/Out door,Power supply,4 TB Hard disk ,Connectors with power Backup up to 3 Hrs with 32 inch Display) (Rate From Second day onwards)	Per Set	1	255		
3	4 Channel NVR Set with all necessary setup & with installation (Minimum 5 MP IP Camera for indoor/Out door,Power supply,4 TB Hard disk ,Connectors with power Backup up to 3 Hrs with 32 inch Display) (Monthly Rate)	Per Set	1	2376		

4	8 Channel NVR Set with all necessary setup & with installation (Minimum 5 MP IP Camera for indoor/Out door,Power supply,4 TB Hard disk ,Connectors with power Backup up to 3 Hrs with 32 inch Display) (First Day Rate)	Per Set	1	308		
5	8 Channel NVR Set with all necessary setup & with installation (Minimum 5 MP IP Camera for indoor/Out door,Power supply,4 TB Hard disk ,Connectors with power Backup up to 3 Hrs with 32 inch Display) (Rate From Second day onwards)	Per Set	1	255		
6	8 Channel NVR Set with all necessary setup & with installation (Minimum 5 MP IP Camera for indoor/Out door,Power supply,4 TB Hard disk ,Connectors with power Backup up to 3 Hrs with 32 inch Display) (Monthly Rate)	Per Set	1	3168		
7	16 Channel NVR Set with all necessary setup & with installation (Minimum 5 MP IP Camera for indoor/Out door,Power supply,4 TB Hard disk ,Connectors with power Backup up to 3 Hrs with 32 inch Display) (First Day Rate)	Per Set	1	308		
8	16 Channel NVR Set with all necessary setup & with installation (Minimum 5 MP IP Camera for indoor/Out door,Power supply,4 TB Hard disk ,Connectors with power Backup up to 3 Hrs with 32 inch Display) (Rate From Second day onwards)	Per Set	1	255		
9	16 Channel NVR Set with all necessary setup & with installation (Minimum 5 MP IP Camera for indoor/Out door,Power supply,4 TB Hard disk ,Connectors with power Backup up to 3 Hrs with 32 inch Display) (Monthly Rate)	Per Set	1	3960		
10	Wiring Required for Connectivity Camera to NVR with patty, pipe or flexible pipe. (First Day Rate)	Per Mtr	1	111		

11	Wiring Required for Connectivity Camera to NVR with patty, pipe or flexible pipe. (Rate From Second day onwards)	Per Mtr	1	95		
12	Wiring Required for Connectivity Camera to NVR with patty, pipe or flexible pipe. (Monthly Rate)	Per Mtr	1	527		

3. Track – 3: CCTV Solution at Dhule

Sr No	Description	Estimated Quantity Required	Budgetary Rate for 1st Day (Incl GST)	Price Quote of Bidder as % Above/ Below/ At Par	Final Price Quoted by bidder	Budgetary Rate per day from 2nd day onwards (Incl GST)	Price Quote of Bidder as % Above/ Below/ At Par	Final Price Quoted by bidder	Budgetary One Month Rate (Incl GST)	Price Quote of Bidder as % Above/ Below/ At Par	Final Price Quoted by bidder
1	4 Channel NVR Set with all necessary setup & with installation (Minimum 5 MP IP Camera for indoor/Out door,Power supply,4 TB Hard disk ,Connectors with power Backup up to 3 Hrs with 32 inch Display)	100	23,320			2,992			54,560		
2	8 Channel NVR Set with all necessary setup & with installation (Minimum 5 MP IP Camera for indoor/Out door,Power supply,4 TB Hard disk	150	30,800			5,456			74,800		

	,Connectors with power Backup up to 3 Hrs with 32 inch Display)										
3	16 Channel NVR Set with all necessary setup & with installation (Minimum 5 MP IP Camera for indoor/Out door,Power supply,4 TB Hard disk, Connectors with power Backup up to 3 Hrs with 32 inch Display)	50	46,640			6,512			140,800		
4	Wiring Required for Connectivity Camera to NVR with patty, pipe or flexible pipe.	Per running metre	95			47			146		

4. Track – 4: CCTV Solution at Mumbai

Sr No	Description	Unit	Quantity	Budgetary Rate (Incl GST)	Price Quote of Bidder as % Above/Below/At Par	Final Price Quoted by bidder
Rate for 1st Day						
1	4 Channel NVR Set with all necessary setup & with installation (Minimum 5 MP IP Camera for indoor/Out door,Power supply,4 TB Hard disk ,Connectors with power Backup up to 3 Hrs with 32 inch Display)	Per Set	1	308		

2	8 Channel NVR Set with all necessary setup & with installation (Minimum 5 MP IP Camera for indoor/Out door,Power supply,4 TB Hard disk ,Connectors with power Backup up to 3 Hrs with 32 inch Display)	Per Set	1	308		
3	16 Channel NVR Set with all necessary setup & with installation (Minimum 5 MP IP Camera for indoor/Out door,Power supply,4 TB Hard disk ,Connectors with power Backup up to 3 Hrs with 32 inch Display)	Per Set	1	308		
4	Wiring Required for Connectivity Camera to NVR with patty, pipe or flexible pipe.	Per Mtr	1	111		
Sr No	Description	Unit	Quantity	Budgetary Rate (Incl GST)	Price Quote of Bidder as % Above/Below/At Par	Final Price Quoted by bidder
Rate from 2nd day onwards						
1	4 Channel NVR Set with all necessary setup & with installation (Minimum 5 MP IP Camera for indoor/Out door,Power supply,4 TB Hard disk ,Connectors with power Backup up to 3 Hrs with 32 inch Display)	Per Set	1	255		
2	8 Channel NVR Set with all necessary setup & with installation (Minimum 5 MP IP Camera for indoor/Out door,Power supply,4 TB Hard disk ,Connectors with power Backup up to 3 Hrs with 32 inch Display)	Per Set	1	255		
3	16 Channel NVR Set with all necessary setup & with installation (Minimum 5 MP IP Camera for indoor/Out door,Power supply,4 TB Hard disk ,Connectors with power Backup up to 3 Hrs with 32 inch Display)	Per Set	1	255		
4	Wiring Required for Connectivity Camera to NVR with patty, pipe or flexible pipe.	Per Mtr	1	95		

Sr No	Description	Unit	Quantity	Budgetary Rate (Incl GST)	Price Quote of Bidder as % Above/Below/At Par	Final Price Quoted by bidder
Rate for one Month						
1	4 Channel NVR Set with all necessary setup & with installation (Minimum 5 MP IP Camera for indoor/Out door,Power supply,4 TB Hard disk ,Connectors with power Backup up to 3 Hrs with 32 inch Display)	Per Set	1	2376		
2	8 Channel NVR Set with all necessary setup & with installation (Minimum 5 MP IP Camera for indoor/Out door,Power supply,4 TB Hard disk ,Connectors with power Backup up to 3 Hrs with 32 inch Display)	Per Set	1	3168		
3	16 Channel NVR Set with all necessary setup & with installation (Minimum 5 MP IP Camera for indoor/Out door,Power supply,4 TB Hard disk ,Connectors with power Backup up to 3 Hrs with 32 inch Display)	Per Set	1	3960		
4	Wiring Required for Connectivity Camera to NVR with patty, pipe or flexible pipe.	Per Mtr	1	527		