



**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 Partner for exclusive PRE-BID TEAMING ARRANGEMENT for “Provision of Replacement of Non-standard Conventional type Panel Interlocking with Electronic Interlocking at 9 Stations (Chariali (CGF), Duliajan (DJG), Naharkatiya (NHK), Namrup (NAM), Borhat (BFD), Sapekhaiti (SPK), Bhojo (BOJ), Safrai (SFR) & Lakwa (LXA)) in Tinsukia Division of N.F. Railway”.**

EOI No: RAILTEL/ER/MKT/EOI/NFR EPC/2024-25/005 Dtd. 23.05.2024

**Disclaimer**

RailTel Corporation of India Ltd. (herein after called the RailTel) has prepared this Expression of Interest (EOI) document solely to assist prospective bidders in making their decision of whether bid or not to bid.

While the RailTel has taken due care in the preparation of information contained herein and believes it to be accurate, neither the RailTel or any of its Authorities or Agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. This information is not intended to be exhaustive and interested parties are required to make their own inquiries and do site visits that it may require to submit the EOI. The information is provided on the basis that it is non-binding on RailTel, any of its authorities or agencies or any of their respective officers, employees, agents, or advisors. The RailTel reserves the right not to proceed with the bidding/EOI process at any stage without assigning any reasons thereof, or to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the EOI further with any bidder submitting an EOI. No reimbursement of cost of any type will be paid to persons or entities submitting the EOI.

## NOTICE

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

### EXPRESSION OF INTEREST

EOI Notice No: RAILTEL/ER/MKT/EOI/NFR EPC/2024-25/005 Dtd. 23.05.2024

RailTel Corporation of India Ltd., (hereafter referred to as RailTel) invites EOIs from BA(s)/OEM/OEM authorized partner/distributor for Selection of partner for exclusive PRE-BID TEAMING ARRANGEMENT for “Provision of Replacement of Non-standard Conventional type Panel Interlocking with Electronic Interlocking at 9 Stations (Chariali (CGF), Duliajan (DJG), Naharkatiya (NHK), Namrup (NAM), Borhat (BFD), Sapekhaiti (SPK), Bhojo (BOJ), Safrai (SFR) & Lakwa (LXA)) in Tinsukia Division of N.F. Railway”.

The details are as under:

1	Date of EOI Floating	23.05.2024 at 15.00 Hours
2	Last date for submission of Bids against EOI	28.05.2024 at 12.00 Hours
3	Opening of Bids received against EOI	28.05.2024 at 12.30 Hours
4	Number of copies to be submitted	Single Stage (Single Packet System)
5	EOI document cost inclusive tax(non-refundable)	Rs. 5,900/- (Five Thousand Nine Hundred only)
6	Estimated amount of EOI <i>Ref Tender no-N_1_HQ_EPC_EI_2024-25</i>	Rs. 46,84,73,652.00/- (incl GST)
7	EMD for Pre-Bid Arrangement (Token EMD)	Rs. ₹ 5,00,000/- (Five Lakhs Only) to be submitted along with EOI. (via online bank transfer). The Balance amount of advertised EMD by the customer in NIT, in proportion to the scope of work for selected partner
8	Bid Submission Mode	Online on <a href="https://railtel.enivida.com">https://railtel.enivida.com</a>
9	Single packet/two Packet bid	Single Packet Bid

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

Initially while participating in Eol the bidder needs to submit **token EMD** i.e., Rs. 5,00,000/- in form of RTGS / NEFT. **The remaining amount (ie Rs. 22,52,600/-) must be submitted before the CoR (Customer of RailTel) Bid.**

The EMD should be in the favor 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 favor of RailTel Corporation of India Limited payable at Kolkata.

Bidder is 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. Sridip Das , Position: Asst. General Manager/Marketing/ER

Email: sridip.das@railtelindia.com Contact: +91- 9007041225

**Level:2 Contact:** Sh. Abhishek Mani Position: Sr. DGM/Marketing/ER

Email: abhishekmani@railtelindia.com Contact: +91-6289857500

**Note:**

1. The EOI response is invited exclusively from BA(s)/OEM/OEM authorized partner/distributor.
2. Bidder is required to submit soft copy of response through Online on RailTel's e-nivida portal at <https://railtel.enivida.com> duly signed by Authorized Signatories with Company seal and stamp.
3. If, the interested bidder is OEM/OEM authorized partner/distributor or Consortium, it should submit the supporting document for the same. Consortium of maximum three companies are allowed.
4. All the documents must be submitted with proper indexing and page no.
5. This is an exclusive pre-RFP partnership arrangement with bidder for participating in the end customer RFP. Selected partner's authorized signatory must 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 prospective customer Organization by RailTel). This undertaking must be given with this EOI Response.
6. **Transfer and Sub-letting:** Selected partner has no right to give, bargain, sell, assign or sublet or otherwise dispose-off the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contractor any part thereof.
7. **Bidder has to provide Necessary documents & undertakings on behalf of RailTel as sought by CoR ( but not limited to) in terms of Quality Assurance, Long term Availability of spares, Technical collaboration/MOU and Software validation.**
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, 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.	NIT No: N_1_HQ_EPC_EI_2024-25 Dated:30/05/2024 11:00
Date of floating	18/04/2024
Floated on portal	<a href="http://www.ireps.gov.in">www.ireps.gov.in</a>

9. The selected bidder will have to accept all Terms & Conditions of CoR RFP **on back-to-back basis**.
10. Anything not mentioned in the EOI, Customer RFP and its corrigendum (if any) may be referred & considered. Customer RFP is enclosed along with.
11. OEM considered by Bidder for this project must mandatorily comply all the eligibility & technical criteria/compliance.
12. **Make in India-** The bidder must comply the make in India clause as per the CoR, and must submit an undertaking specifying the total Percentage (%) of Local Content for the total system supply as a whole for Unified System Integration Project, along with specific Details. **The same must be submitted along with the bid EoI.**

### 1) PROJECT BACKGROUND & OBJECTIVE OF EOI

RailTel Corporation of India Ltd (here after referred to as 'RailTel') an ICT arm of Indian Railways has been in the forefront of building innovative platforms and solutions and vision to build range of Information and Communication Technology (ICT) Services for its customers.

RailTel intends to participate in SIGNAL & TELECOM WORKS floated by South Eastern Railway For *"Provision of Replacement of Non-standard Conventional type Panel Interlocking with Electronic Interlocking at 9 Stations (Chariali (CGF), Duliajan (DJG), Naharkatiya (NHK), Namrup (NAM), Borhat (BFD), Sapekhaiti (SPK), Bhojo (BOJ), Safrai (SFR) & Lakwa (LXA)) in Tinsukia Division of N.F. Railway"*.

**RailTel is hence inviting EOIs for the selection of suitable partner for participating in above mentioned work for the agreed scope of work.** The bidder is expected to have excellent execution capability and good understanding of customer local environment.

**The project is an EPC project – thus the bidder is expected to provide the detailed solution along with the pricing of the individual items along with complete BOQ**

Bidder has to agree to comply with all technical & Financial documentation including Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP. Bidder also undertake to submit technical solution of major items of the proposed solution and other documents required in the end Customer Organization tender in favor of RailTel against the proposed products.

The details of pertinent tender are as below:

**Tender Title:**

“Provision of Replacement of Non-standard Conventional type Panel Interlocking with Electronic Interlocking at 9 Stations (Chariali (CGF), Duliajan (DJG), Naharkatiya (NHK), Namrup (NAM), Borhat (BFD), Sapekhaiti (SPK), Bhojo (BOJ), Safrai (SFR) & Lakwa (LXA)) in Tinsukia Division of N.F. Railway”.

**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 2012. 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 Principle 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 Service**

- 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) **SCOPE OF WORK & PARTNER SELECTION**

### **SCOPE OF WORK:**

The bidder shall be responsible for complete turnkey of the of the proposed “Provision of Replacement of Non-standard Conventional type Panel Interlocking with Electronic Interlocking at 9 Stations (Chariali (CGF), Duliajan (DJG), Naharkatiya (NHK), Namrup (NAM), Borhat (BFD), Sapekhaity (SPK), Bhojo (BOJ), Safrai (SFR) & Lakwa (LXA)) in Tinsukia Division of N.F. Railway”

**The project is an EPC project – thus the bidder is expected to provide the detailed solution along with the pricing of the individual items along with complete BOQ as per Format 13A**

### **RailTel’s Authorized Officials will work for direct Supervision of the Entire Project .**

The scope of work shall include but not be limited to the following broad areas, considering the approach towards the Automatic Block Signaling of the specified stretch. Any functionality not expressly stated in this document but required to meet the needs of CoR’S as specified in the scope in this RFP and captured during the assessment/requirement gathering phase and preparation of Project Design Documents for actual implementation of the project shall essentially be under the scope of the bidder to ensure successful operations of the system and for that, no extra charges shall be admissible. The bidder will have to maintain the implemented Project for a period as specified in the CoR.

Bidder is required to download and read complete RFP/ clarifications/ reply to pre-bid queries/ subsequent amendments/ subsequent corrigendum issued by the end customer till the last date of submission of response to this EOI. Submitting response/ bid to this EOI will be considered as that the bidder has submitted technical and financial bid considering all the entities mentioned above and agrees to all terms and conditions mentioned in end customer RFP and will not deviate from the quoted technical and financial solution.

The bidder must be ready to deploy a team of manpower with suitable skill set during the implementation and the maintenance phase. 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.)

The scope of work will be as mentioned in CoR RFP, available on portal [www.ireps.gov.in](http://www.ireps.gov.in) with Tender reference no. N\_1\_HQ\_EPC\_EI\_2024-25.

***Special Note: RailTel may retain some portion of the work mentioned in the end organization RFP, or directly take the rates from the OEMs or where RailTel has competence so that overall proposal becomes most winnable proposal.***

### **3.1.1.2. DOCUMENTS**

The Bidder shall prepare and submit a System Requirements Specification (SRS) document along - comprising As-Is study, an approach and methodology to be adopted , proposed solutions as per the CoR.

## **3) 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 till the final communication received from end customer for

finalization of tender.

#### 4.5 Bidding Process

The bidding process as defined in para 4.10 & 6.

#### 4.6 Bid Earnest Money (EMD)

**4.6.1** The bidder shall furnish a sum as given in EOI Notice via online transfer from any scheduled bank in India in favor 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 bidder is selected for bidding, sole partner/consortium has to furnish Earnest Money Deposit (for balance amount as mentioned in the customer's Bid as and if applicable) for the bid to RailTel. The selected partner shall have to submit a Bank Guarantee against EMD in proportion to the quoted value/scope of work to RailTel before submission of bid to customer as and if applicable.

**4.6.4 Return of EMD:** EOI EMD of the unsuccessful bidder shall be returned without interest after completion of EOI process.

**4.6.5 Return of EMD for successful Business Associate/partner:** 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 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 bidder shall be allowed to withdraw the response after the last date and time for submission.

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

#### 4.9 Details of Financial bid for the above referred tender

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

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

#### 4.10 Clarification of EOI Response

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

#### 4.11 Period of Association/Validity of Agreement

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

### 4) BIDDER'S PROFILE

The bidder shall provide the information in the below table:

S N	ITEM	Detail
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, 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	

#### 5) ELIGIBILITY CRITERIA FOR BIDDING BUSINESS PARTNER OF RAILTEL & ASSOCIATED ANNEXURES

S No	Particulars	Documents Required
<b>A</b>	<b>Financial Conditions</b>	
i	<b>Sole partner/all consortium members</b> should be registered under Companies Act, 1956 or Companies Act 2013 or Limited Liability Partnership Act, 2008 as amended and should have at least 3 years of operations in India as on bid submission date.	<ol style="list-style-type: none"> <li>1. Certificate of Incorporation</li> <li>2. GST Registration</li> <li>3. PAN Card</li> <li>4. ITR (Last 3 Years)</li> </ol>
ii)	<b>Sole partner/ consortium</b> should have average annual turnover of <b>30% of the Estimated EoI Value</b> . As on 31.03.23 or as on 31.03.24 in the last 3 years.  BA having highest turnover may be applied for lead bidder	<ol style="list-style-type: none"> <li>1) Turnover Certificate issued by the Chartered Accountant. Certificate should contain UDIN no. issued by ICAI. Need to be complied by lead bidder in case of consortium.</li> <li>2) Audited Financial Reports for Last 3 Financial Years</li> </ol>
iii	Sole partner/ consortium should also have a positive net worth in the last 3 financial years i.e year ending 31.03.24 or 31.03.23	<b>Positive Net Worth Certificate</b> issued by the CA for the last three financial years . Certificate should contain UDIN no. issued by ICAI. Need to be complied by all member in case of consortium.
<b>B</b>	<b>Technical Conditions</b>	
iv)	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.	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.

S No	Particulars	Documents Required
	<p>In order to qualify on above account, the bidder must have completed/ongoing</p> <p>i. One single work of Minimum 35% of the Estimated amount of EOI. OR</p> <p>ii. Two works of Minimum 20% of Estimated amount of EOI. OR</p> <p>iii. Three works of Minimum 15% of Estimated amount of EOI.</p> <p><b>Definition of similar work:</b> Electronic Interlocking/Solid State Interlocking (Indoor) or Electronic Interlocking/Solid State Interlocking (Indoor + Outdoor) or Multi Section Digital Axle Counter (Indoor + Outdoor) or Auto Block Signaling (Indoor + Outdoor)." Or The partner should possess a proven track record in implementation of Similar Products/Services of at least 50% of the number of stations as mentioned in the customer RFP, through one order in last 7 years.</p>	
<b>C)</b>	<b>Annexures</b>	
vi)	<b>Annexure 1</b>	<b>Covering Letter:</b> Self-certification duly signed by authorized signatory on company letter head.
vii)	<b>Annexure 2</b>	<p>The Bidder should agree to abide by all the technical, commercial &amp; 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>

S No	Particulars	Documents Required
viii)	<b>Annexure 3</b>	An undertaking signed by the Authorized Signatory of the <b>sole partner/ all consortium partners</b> 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)	<b>Annexure 3A</b>	Declaration- OEM has not been blacklisted
x)	<b>Annexure-4</b>	Format for Affidavit to be uploaded by <b>sole partner/ all consortium partners</b> with the tender documents.
xi)	<b>Annexure-5</b>	Non-disclosure agreement by <b>sole partner/ all consortium partners</b> with RailTel.
xii)	<b>Power of Attorney</b>	<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"> <li>1) Board resolution of each consortium members authorizing and appointing the authorized signatory for signing the EOI documents.</li> <li>2) Power of Attorney by all the members of consortium in favor of the lead member</li> </ol> <p>Consortium Agreement duly signed by all authorized members of consortium.</p>
xiii)	<b>Additional Documents to be Submitted</b>	<p>Technical Proposal with overview of the project with strength of the Partner.</p> <ul style="list-style-type: none"> <li>• Understanding of the Project and it's Scope of Work</li> <li>• Approach &amp; Methodology for implementation and support</li> <li>• Risk Management Plan</li> <li>• Detailed Project Plan</li> </ul>
xiv)	<b>Annexure-6</b>	PBG Format
xv)	<b>Annexure-7</b>	<b>Undertaking for Quality Assurance, Long term Availability of spares, Technical collaboration/MOU and Software validation.</b>
xvi)	<b>Annexure-8</b>	Consortium Format



S No	Particulars	Documents Required
xvii)	<b>Annexure-9</b>	Self-declaration of not be under Ineligibility for corrupt and fraudulent practice
xviii)	<b>Annexure-10</b>	Proposed Manpower Details
xix)	<b>Annexure-11</b>	Self-declaration - Land Border Clause
xx)	<b>Annexure-12</b>	Price Bid Letter
xxi)	<b>Annexure-13</b>	Price Bid Format (BOQ) (Financial Bid)
xxii)	<b>Annexure-13A</b>	Detailed BOQ with price
xxiii)	<b>Annexure -14</b>	Integrity Pact
xxiv)	<b>Annexure-15</b>	Certificate of site visit & familiarization

- ***The Bidder must submit the proposed EXECUTION Timeline and plan as per Annexure K of the CoR along with diagrammatical BAR/PERT Chart***
- The Technical Compliance sheet provided with Hard Copy of Technical Specs.
- BOQ/BOM without Price quote in the attached format (Annexure 5 ).
- ***Compliance of OEM with their MAF's and all mandatory documents asked by CoR from OEM.***
- Unconditional Acceptance of the Tender document of CoR and any Other/General Document of CoR Tender RFP along with corrigendum and addendum.
- This EOI acceptance.
- Annexure Form at as mentioned in this EOI.
- All documents mentioned in checklist and annexures of this EOI.
- The Seller agrees to undertake a Maintenance contract for a minimum period as per CoR. Undertaking in this regard is to be submitted along with the technical bid.
- Delivery Period Undertaking – As per pertinent tender floated by CoR.
- The bid should be duly signed and submitted by Authorized Signatory.

## 6) EVALUATION CRITERIA

- a. The Bidder are first evaluated based on the Eligibility Criteria as per clause 5 above.
- b. The Bidder who fulfills the Eligibility criteria of Bidding sole partner/ consortium 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 bidder 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.

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

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 bidders. The RailTel BMC will determine whether the proposal/ information is complete in all respects and the decision of the BMC shall be final.

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

## 7) PAYMENT TERMS

A) Payment will be released after receiving the invoice for the work / services and after receipt of payment from end customer for the same work / services. Partner shall refer payment terms of End Customer RFP. Any deduction /Penalties levied on RailTel invoices will be **deducted in totality** (full amount, which ever levied by Customer) from CSP's invoices.

B) 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. Manufacturer's Test / Inspection Certificate.
- vii. Manufacturer's Warranty /Guarantee Certificate.
- viii. Partners Certificate of Dispatch
- ix. E-way bill
- x. Insurance of the materials in favour of RailTel
- xi. PAN, GST Registration Certificates

**\*\* Any deduction/LD/Penalties levied by Customer on invoices of RailTel will be deducted from CSP's invoices or PBG.**

C) Payment will only be released once GSTR-1 and GST-3B is filed by the partner for claimed invoice.

- D) The last bills shall be settled after end of the contract period after adjusting all outstanding dues.
- E) No interest is payable on any amount whatsoever to the successful Partner.
- F) Bill Passing Authority: PED/ER or RailTel's authorized representative
- G) Bill Paying Authority: Finance Head/ER

**9. Warranty-**The successful bidder shall warranty satisfactory operation of complete installation including standby systems under the contract for a period ***as per the Customer RFP***, beginning from the date of actual commissioning of the asset/ station. After the maintenance of the installation is taken over by the Railways, the contractor shall be responsible for the proper functioning of the system for the period of warranty.

**10. Bill Passing Authority:** RailTel's authorized representative

**Bill Paying Authority:** GM/Finance / Jt. GM/Finance/authorized representatives of RailTel

## **11. SERVICE LEVEL AGREEMENT (SLA)**

There shall be two different service levels for Implementation Phase and O&M Phase. For Implementation Phase, the CSP shall be liable for meeting the Project timeline as defined in the CoR RFP. If the CSP 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. All conditions of the end customer tender, which are not mentioned in EOI will have to be complied by bidder during execution period.

## **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 it discern. Notwithstanding and without prejudice to any rights whatsoever of RailTel under the contract in the matter, the proceeds of the PBG shall be payable to RailTel as compensation for any loss resulting from the 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 CSP has to provide the equivalent value PBG from scheduled Bank to RailTel. No Indemnity Bond from CSP 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 CSP. The said PBG will be issued by CSP 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 CSP.
- 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. CSP will be custodian of all the material till installation and commissioning of system.

### **18. Provisional Acceptance Certificate (PAC)**

As per Customer RFP

### **19. Final Acceptance Certificate (FAC)**

As per Customer RFP.

### **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. 15 crores at a time including for repair and maintenance of cable/network and any other items required for special works assigned to RailTel will be covered under the Integrity Pact Program and the bidder are required to sign the IP document and submit the same to RailTel before or along with the EOI.

- a) Only those bidders who have purchased the EOI 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](mailto:cvo@railtelindia.com)

- b) If the order, with total value equal to or more than the threshold value, is split to more than one bidder and even if the value of PO placed on any/each bidder(s) is less than the threshold value, IP document having been signed by the bidders 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'. EOI 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 EOI 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 2<sup>nd</sup> 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 Principle Executive Director  
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)

Eoi Reference No:

Date:

To,

The Principle Executive Director  
RailTel Corporation of India Ltd. 19th Floor, Aurora Waterfront,  
opposite NALBAN, Sector V, Bidhannagar, Kolkata, West Bengal 700091

Dear Sir,

**Sub: Self Certificate for EOI, Technical & other compliances**

- 1) Having examined the Technical specifications mentioned in this EOI & CoR 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 Principle Executive Director  
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 Principle Executive Director  
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](http://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. 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 EOI 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 understand that my/our

offer shall be summarily rejected.

8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT SEAL AND  
SIGNATURE OF THE 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

Place

Date

SEAL AND SIGNATURE

OF THE bidder

**\*\*The contents in Italics are only for guidance purpose. Details as appropriate, are to be filled 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 \_\_\_\_\_, 2024 (the “**Effective Date**”) at \_\_\_\_\_.

By and between

**RailTel Corporation of India Limited, (CIN: L64202DL2000GOI107905)**, a Public Sector Undertaking under Ministry of Railways, Govt. of India, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower -2, East Kidwai Nagar, New Delhi-110023, (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 '**Other Party**'), 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 \_\_\_\_\_

Name:

Title:

By \_\_\_\_\_

Name:

Title:

Witnesses

## Annexure- 6: Performa for Performance Bank Guarantee

### CONTRACT PERFORMANCE GUARANTEE BOND

(On Stamp Paper of Rs one hundred)

(To be used by approved Scheduled Banks)

In consideration of the RailTel Corporation of India Limited, 6th Floor, office Block, Tower-2, East Kidwai Nagar, New Delhi-110023 with Eastern Region office at 19th Floor, Aurora waterfront Building, Plot No. 34/1, Block -GN, Sector-V, Salt Lake City, Kolkata- 700091, West Bengal (Herein after called the RailTel) having agreed to exempt ..... (Hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement No/PO no. .... dated ..... made between RailTel Corporation of India Limited and ..... for (hereinafter 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, on production of a Bank Guarantee for Rs. .... (Rs. .... only). We, ..... (indicate the name of the Bank) hereinafter referred to as "the Bank") at the request of ..... Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. .... against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

We, ..... (name of Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount 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 of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. .... only.

We, ..... (name of bank) undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.

We, ..... (name of bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the ..... We shall be discharged from all liability under this Guarantee thereafter. We, ..... (name of bank) further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time 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).

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

NOT WITH STANDING ANYTHING CONTAINED HEREIN ABOVE

(i) The liability of the surety under his Bank Guarantee shall not exceed Rs..... (Rupees .....only).

(ii) This Bank guarantee shall be valid upto .....

(iii) We are liable to pay the guaranteed amount or nay part thereof under this Bank Guarantee only and only if you serve upon the bank, written claim or demand on or before .....

Dated the .....day of ..... 2021

for .....

(Indicate the name of the Bank)

Witness :

Signature :

Name :

Signature :

Name :

NOTE: The Guarantee shall be valid for a period of 90 days after the expiry of the service period.

**Annexure-7: Under Taking**

***\*\*\*Undertaking for Quality Assurance, Long term Availability of spares, Technical collaboration/MOU and Software validation, as per CoR\*\*\****

**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”

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.

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.

8. 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**.
9. 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.
10. Each Consortium member has minimum 20% contribution in the work and role/scope of each member is enclosed.
11. 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.	2.	3
Managing Director	Managing Director	Managing Director
For (Name of company)	For (Name of company)	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 Principle Executive Director

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

**Ref:** Tender No.: RAILTEL/ER/MKT/EOI/NFR EPC/2024-25/005 Dtd. 23.05.2024**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 finalization of tender by CoR.
- 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**

**Annexure 11 – Land Border Clause Declaration**

To,

The Principle Executive Director  
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 Principle Executive Director  
RailTel Corporation of India Ltd.  
19th Floor, Aurora Waterfront,  
opposite NALBAN, Sector V,  
Bidhannagar, Kolkata,  
West Bengal 700091

Ref: EOI No: RAILTEL/ER/MKT/EOI/NFR EPC/2024-25/005 Dtd. 23.05.2024

Subject: Submission of financial proposal against EOI No: RAILTEL/ER/MKT/EOI/NFR EPC/2024-25/005 Dtd. 23.05.2024

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****Commercial Bid****To be uploaded as per BOQ Format in RailTel eNivida Portal.**

To,  
Principal Executive Director  
RailTel Corporation of India Limited,  
19th Floor, Aurora Waterfront Building,  
Plot no. 34/1, Block -GN, Sector - V,  
Salt Lake City, Kolkata -700091, West Bengal.

Ref: . EOI No:RAILTEL/ER/MKT/EOI/NFR EPC/2024-25/005 Dtd. 23.05.2024

Dear Sir  
Summary of Price Bid:

Description of work	Lumpsum (Amount in Rs.)
Provision of Replacement of Non-standard Conventional type Panel Interlocking with Electronic Interlocking at 9 Stations (Chariali (CGF), Duliajan (DJG), Naharkatiya (NHK), Namrup (NAM), Borhat (BFD), Sapekhaiti (SPK), Bhojo (BOJ), Safrai (SFR) & Lakwa (LXA)) in Tinsukia Division of N.F. Railway	

**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.	NIT No: N_1_HQ_EPC_EI_2024-25	Dated:
	30/05/2024 11:00	
Date of floating	18/04/2024	
Floated on portal	www.ireps.gov.in	



**Annexure 13 (A) – Detailed BOQ**

The Bidder must submit the detailed BOQ as per the customer RFP for the captioned EoI as per the below mentioned format:-

SN	Item Description	Quantity	Unit Rate	Total Rate (Inclusive of all GST)

## **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 for .....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

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

#### **Section 1- Commitments of the Principal**

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

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

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during tender process or during the execution of the contract.
  - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure A.
  - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments 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)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **Annexure - 15**

### **Certificate of site visit & familiarization**

I/We hereby solemnly declare that I/We have visited the site of said work and have familiarized myself/ourselves of the local working conditions in all respects and in particular the following:

- f) Topography of the area and existing road network (highways & village – Pucca & Katcha) and availability of service roads.
- g) Soil conditions at the site of work.
- h) Sources and availability of construction materials.
- i) Rates for construction materials.
- j) Availability of local labour, both skilled and unskilled and the prevailing labour rates.
- k) Availability of water & electricity.
- l) Flooding of area, stagnation of water etc.
- m) Availability of space for labour camp, Stores godown, offices etc.
- n) Industrial Relations & labour problems.
- o) Climate conditions of the area.
- p) I have visited each station/section to assess the volume of work involved at each station/section.

I/We assure that, I/We will complete the work, if awarded to me/us.

Signature of Tenderer(s)

**End of Document**

-----XXXX-----