



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

Southern Region Office

1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road, Opp.
Shoppers Stop, Hyderabad- 500 016

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 Implementation Partner from RailTel Empanelled Business Associate /System Integrator for “Supply, Installation, Integration, Testing, And Commissioning of Headend Systems, Including Operation & Maintenance”.

EOI No: RailTel/SR/SC/Mktg/2024-25/EOI/TANFINET

Dt 10.06.2024

EXPRESSION OF INTEREST NOTICE

e-Eol No. RailTel/SR/SC/Mktg/2024-25/EOI/TANFINET

RailTel Corporation of India Ltd. (RailTel) invites bids against e-Eol from RailTel's Empaneled Business Associates for Selection of System Integrator for the work of "Supply, Installation, Integration, Testing, And Commissioning of Headend Systems, Including Operation & Maintenance" as per TANFINET Tender No: NIT_TANFINET_023_Broadband_NOC dated 30.11.2023 and all its corrigenda & addenda

The details are as under: -

a)	Closing date for Submission of e-Bids	Up to 15:00 hrs. of 14.06.2024 (Online)
b)	Date of opening of E-Bids	Up to 15:30 hrs. of 14.06.2024 (Online)
c)	Earnest Money Deposit (EMD) #	<u>RS. 20,00,000/- IN THE FORM OF BANK GUARANTEE AS PER ANNEXURE XIII AS MENTIONED IN CHAPTER-6/ ONLINE PAYMENT. VALIDITY OF THE BG SHOULD BE MINIMUM 180 DAYS BEYOND THE EXPIRY OF VALIDITY OF BID</u>
d)	Cost of Eol Document	Nil
e)	e-Eol portal for Submission of Bids	https://railtel.eNivida.com
h)	Place of Opening of Eol	The Office of Executive Director, RailTel Corporation of India Ltd., 1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road, opp. Shoppers Stop, Begumpet, Hyderabad- 500 016

Note:

- Firms registered with UDYAM under Ministry of MSE and Startups are exempted from submission of cost of tender (if applicable) & EMD and no other exemptions will be given. /1. उद्यम (सूक्ष्म और लघु उद्यम मंत्रालय के अंतर्गत) के साथ पंजीकृत फर्मों और स्टार्टअप्स को अर्नेस्ट मनी जमा (EMD) जमा कराने से छूट मिली हुई है। हालांकि, यह छूट टेंडर दस्तावेजों की लागत (यदि लागू हो) पर लागू नहीं होती है।
- Firms claiming for the above exemptions have to submit supporting documents without which their offers will be considered as invalid and liable for rejection / 2. छूट का दावा करने वाली फर्मों को सहायक दस्तावेज जमा करने चाहिए। इन दस्तावेजों को जमा करना **अनिवार्य** है। इन दस्तावेजों के बिना, उनकी पेशकश को अमान्य माना जाएगा और उसे खारिज किया जा सकता है।
- The bidder shall bear all costs associated with the preparation, submission/participation in the bid. Purchaser in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process / निविदा प्रक्रिया में भाग लेने वाली कंपनी (बीडर) को तैयारी, जमा करने/भाग लेने से जुड़ी सभी लागतों का वहन करना होगा। खरीदार (पर्वेजर) किसी भी स्थिति में, निविदा प्रक्रिया के संचालन या परिणाम के बावजूद, इन लागतों के लिए उत्तरदायी नहीं होगा।

Eol Notice and link for Eol Document are available on RailTel's website and e-Eol portal <https://railtel.eNivida.com> for download. For online bid submission the bidder will have to necessarily download an official online copy of the Eol documents from e-Nivida Portal. All future Information viz. corrigendum/addendum/ amendments etc. for this Eol shall be posted on the RailTel's website and e-Eol Portal only. Printed copy of Eol document will not be sold from RailTel office. Bids are to be submitted online on e-Nivida Portal only.

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

Hereinafter the TANFINET Tender no: NIT_TANFINET_023_Broadband_NOC dated 30.11.2023 and its Corrigenda/ Addenda will be referred as "TANFINET Tender" and this EOI document will be referred as "EOI"

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CHAPTER-1: OFFER LETTER

To
Principal Executive Director,
RailTel Corporation of India Ltd.,
1-10-39 to 44, 6A, 6th Floor,
Begumpet Airport Road, opp. Shoppers Stop,
Begumpet, Hyderabad- 500 016.

1. I/We _____ have read all the conditions detailed in Eol documents and TANFINET Tender No: NIT_TANFINET_023_Broadband_NOC dated 30.11.2023 attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this offer open for acceptance for a period of 90 days from the date of submission and in default thereof, I/We will be liable for face action. I/We offer to do the work at the rates quoted in the attached schedules and hereby bind myself/ ourselves to complete the work of subject Eol within timelines as specified in TANFINET tender from the date of issue of LOA. I/We also hereby agree to abide by all the Conditions of Eol/Contract/ TANFINET tender and to carry out the supplies/services according to the Specifications for items/materials and works laid down by RailTel.

2. I/We have submitted the EMD in the form of Bank Guarantee/ online payment on eNivida portal and accept the conditions of the EMD clause. Action will be taken if,

I/We withdraw or modify the offer within validity period or do not deposit the PBG (Performance Bank Guarantee) as mentioned in Clause 4.A.8 after issue of LOA,

or

I/We do not execute the contract agreement within 15 days after receipt of notice issued by RailTel that such documents are ready,

or

I/We do not commence the work within 15 days after receipt of orders to that effect.

Until a formal agreement is prepared and executed the acceptance of this Eol document shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the "Letter of Acceptance" of my/our offer for this work.

SIGNATURE OF CONTRACTOR (S)

Date

SIGNATURE OF WITNESS

CONTRACTOR (S) ADDRESS

1.

2.

CHAPTER- 2A: SCHEDULE OF REQUIREMENT (SOR)

As per TANFINET Tender No: NIT_TANFINET_023_Broadband_NOC dated 30.11.2023

Chapter 2B: BoQ and Make and Model details

Bidder has to specify make and model against the each SOR item as per TANFINET Tender No: NIT_TANFINET_023_Broadband_NOC dated 30.11.2023.

RailTel has bided with specific make and model in TANFINET Tender. Bidders are requested to contact RailTel through mail for makes and models. Deviations in the make and models are not accepted and the bid will be rejected.

CHAPTER-3: SCOPE OF WORK AND TECHNICAL REQUIREMENTS

All the requirement of TANFINET tender document shall be applicable. Certain aspects are brought out, but they are not exhaustive.

3.A. Introduction

3.A.1 About RailTel

RailTel Corporation of India Limited (RailTel), an ISO-9001:2000 organization is a 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 Operations and Safety System of Indian Railways and to contribute to realization of goals and objective of national telecom policy 1999.

RailTel with strong nationwide presence, is committed to bring cutting edge technology and offer innovative services to the Indian Telecom market. RailTel is in the forefront in providing nationwide Broadband Telecom & Multimedia Network in all parts of the country. With its Pan India high-capacity network, RailTel is working towards creating a knowledge society at various fronts.

In addition, RailTel with its rich experience in the domain of Telecom and ICT field have been selected for implementation of various mission-mode Govt. projects in the telecom field including National Optical Fibre Network (NOFN), National Knowledge Network (NKN) and NE-I & NE-II under USOF/DoT etc.

In line with its commitment to bring next generation telecommunication technologies and services to people across the length and breadth of the country, RailTel is already providing high speed Wi-Fi network at train stations across the country.

3.A.1.1 Scope of Work

As per the TANFINET tender document attached.

3.A.1.2 Bidder's Responsibility

As per the TANFINET tender document attached.

3.A.1.3 Compliance to Technical Requirements

As per the TANFINET tender document attached.

In the offer, the bidder shall include Nil deviation certificate (Form No. 6 of Chapter-6) statement for compliance of terms and conditions mentioned in the EoI document (which also includes TANFINET tender document).

In case of partially compliant or non-compliant bid, RailTel reserves the rights to **REJECT** the bid without assigning any reason.

3.B. INSPECTION AND SUPERVISION OF INSTALLATION, TESTING & COMMISSIONING

3.B.1. Inspection

As per the TANFINET tender document attached.

3.B.2. Installation

As per the TANFINET tender document attached.

3.B.5 Final Acceptance

As per the TANFINET tender document attached.

3.C. TRAINING, VENDOR DATA REQUIREMENT, DOCUMENTATION, AND DESIGN GUIDELINES

3.C.1 Training

As per the TANFINET tender document attached.

3.C.2 Vendor Data Requirement and Documentation

As per the TANFINET tender document attached.

CHAPTER- 4A: COMMERCIAL TERMS & CONDITIONS

4.A.1 Offer letter and Validity of offer

As per the TANFINET tender document attached.

The bidder shall complete the offer letter (Chapter-1) and the Price Schedule (Chapter-2). The offer should remain valid from the date of opening of Eoi including the date of opening for a minimum period of days as indicated in Bid Data Sheet (BDS) .

4.A.2 Warranty

As per the TANFINET tender document attached.

4.A.2.1 Warranty Support

As per the TANFINET tender document attached.

4.A.3 Long Term Maintenance Support

As per the TANFINET tender document attached.

4.A.4 Implementation timeline

As per the TANFINET tender document attached.

4.A.5 Project Deployment

The successful bidder shall submit a detailed implementation plan as per the project deliverables timelines before the commencement of the project.

The successful bidder shall conduct a detailed study of functional and technical requirements of the work to make the required system configuration and design modifications to its solution if required in order to achieve the desired functionality. However, the same must be accepted and approved by RailTel/Customer.

Submission of Design Document for proposed Solution indicating all the components of the infrastructure of system for RailTel/Customer approval.

Installation and commissioning of software, hardware and equipment as per terms and conditions of the Eoi and TANFINET tender.

Carry out all the customization/configuration activities as identified during Design phase by Rail-Tel/ Customer.

RailTel reserves the right to seek customization to meet its requirements.

4.A.6 Payment Terms

4.A.6.1 Payment Terms for Capex Items:

The payment terms will be as per. TANFINET tender document on a back-to-back basis on receipt of payment from TANFINET. All terms and conditions shall be as per TANFINET tender.

-Accounting unit/bill passing unit for the supplies and services under SOR is Executive Director/SR. Bills to be submitted to the authorized representative of Executive Director/SR for certifying receipt of material & services, for passing for payment.

The breakup of taxes has to be furnished and same should be reflected in the bills, Invoice should be visible in GSTR 2B or in relevant Reports of GST Portal as per GST Act so that input GST credit can be availed by RailTel (RCIL).

All invoices will be raised by the contractor state-wise.

4.A.7. Security deposit (SD) and Performance Bank Guarantee (PBG)

4.A.7.1. Security Deposit (SD):

As per the TANFINET tender document attached.

The Buyer also reserves the right to forfeit the Security Deposit of the seller during the delivery phase in the event the seller is unable to meet contractual obligations.

4.A.7.2. Performance Bank Guarantee (PBG):

As per the TANFINET tender document attached.

This bank guarantee should be submitted within 15 days from the date of final installation, testing, commissioning, integration, training and acceptance by TANFINET. The Bank Guarantee shall remain valid for the as per the TANFINET tender document. In case of no warranty claims towards the items under warranty, the PBG will be returned on completion of warranty period.

RailTel reserves the right to invoke the Performance Bank Guarantee submitted by bidder, in case of the following:

- a. The items supplied by bidder fail to achieve the performance as stipulated in this and TANFINET tender documents or
- b. The bidder fails to provide the warranty and other services including SLA in scheduled time frame, as stipulated in this document or
- c. The bidder delays to provide the warranty services as stipulated in this document.

4.A.8 Verification of BG for SD/PBG –

A separate advice of the SD/PBG will invariably be sent by the SD/PBG issuing bank to the RailTel's Bank through SFMS and only after this the SD/PBG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the SD/PBG issuing bank and request them to send advice of SD / PBG through SFMS to the RailTel's Bank.

The onus is on the successful bidder to ensure submission of SD/PBG for complete contractual period as mentioned above.

4.A.9. Taxes & Duties

The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties like import, custom, antidumping, CGST, SGST, IGST, UTGST etc. The Offer should be inclusive of packing, forwarding, freight upto destination, insurance charges.

Bidder shall quote all-inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as SGST/CGST/IGST/UT GST along with respective HSN/SAC Code under GST Law (Including tax under reverse charges payable by the recipient).

Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST/SGST/IGST/UT-GST in case of award of Contract. GST will not be reimbursed in the absence of valid tax invoice.

For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.

If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.

In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to RailTel, the vendor shall be liable to pay applicable interest under the GST Act to the credit of RailTel. The same provisions shall be applicable in case of debit/credit notes.

Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.

In regard to the works contract, the Bidder should have registration no. of GST in the respective state where work is to be executed and shall furnish GST registration certificate on award of LOA.

The imposition of any new tax and/or increase/ in the aforesaid taxes, duties levies, after the last stipulated date for the receipt of EoI including extensions if any and the bidder there upon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/default in payment of any of the above taxes, RailTel reserves the right to withhold the dues/payments of bidder and make payment to state/Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of EoI, bidder has to pass on the benefits to RailTel.

In case of imported equipment, Anti-Dumping duty if applicable on the equipment proposed to be supplied by OEM/Bidder as per extant instructions of Ministry of Commerce/Finance Government of India, has to be borne by the Bidder and shall be deducted from the amount payable to the bidder at the time of making payment to the firm, if this duty amount is paid to Custom Authority by RailTel.

4.A.10. Service Level Agreement (SLA) and Penalties during warranty period

As per the TANFINET tender document attached.

4.A.11. Manpower Support

As per the TANFINET tender document attached.

4.A.12 Insurance

As per the TANFINET tender document attached.

4.A.13 Liquidated Damages

Liquidated damage shall be as per TANFINET tender condition and all the LD except those attributable purely to RailTel, imposed by TANFINET shall be recovered from the contractor.

4.A.14 Transportation

The rates quoted should be CIP destination. The destination shall be Site Locations of TANFINET as mentioned in TANFINET Tender document attached.

It shall be the responsibility of Bidder to transport the equipment to site for the Installation & Commissioning. Materials not installed / not to be installed at one location need to be shipped from that location to another location by the bidder as may be decided by Executive Director /SR RailTel. All transportation cost to be borne by the bidder.

4.A.19 Statutory Deductions

These will be made at source as per the rules prevalent in the TANFINET, tender.

4.A.20 Qualification Criteria

Qualifying criteria under this clause lays down minimum acceptable qualifications in various areas to ensure that qualified bidder has necessary experience, technical expertise, equipment and financial and human resources to successfully complete the project. Bids from bidders not meeting these qualification criteria may be liable to be **REJECTED**.

In case bidder has submitted the CA certificate or statutory auditor certificate against eligibility clause, contact details of CA or statutory auditor shall be mandatorily mentioned.

4.A.21 Eligibility Criteria Requirements for Bidders:

The bidders must comply with the following conditions for their eligibility in the participation for the EOI. Submit necessary declarations/certifications as per Tender Terms and Conditions:

S N o.	Parameter	Eligibility Criteria	Supporting Documents to be Submitted	Compliance (Y/N)
A	Empanelment	Bidder must be empaneled with RailTel as business associate.	Copy of Empanelment letter	
B	Financial Conditions			
1	General	The company must have: The bidder should be a registered legal entity in India and should be in existence for the	(i) In case of Private / Public Limited Companies, 1. Copy of Incorporation Cer-	

		past three years as on 31st March 2023	tificate issued by the Registrar of Companies 2. Copy of Memorandum and Articles of Association (ii) In case of Partnership Firm, 1. Copy of Registered Partnership Deed (or) 2. Copy of Incorporation Certificate (iii) In case of Proprietorship Firm, 1. Copy of GST Registration Certificate	
2	Turnover	The bidder should have reported an Average Annual Turnover* of at least Rs.35 Crores in the last three consecutive financial years i.e. FY2020-21, FY2021-22 and FY2022-23. *For the purpose of evaluation, only the Turnover from ICT / IT / Telecom business shall be considered.	(i) The average annual turnover statement duly certified by Chartered Accountant with UDIN as per Annexure VI (Certificates without UDIN will not be considered) (ii) The Annual Report / certified copies of Balance Sheet, Profit & Loss statement for the last 3 consecutive financial years (iii) Acknowledgement of Income tax return filed for last 3 consecutive financial years	
3	Positive Net worth	Bidder should also have a positive net worth in the last 3 financial years (F.Y. FY2020-21, FY2021-22 and FY2022-23)	Positive Net Worth and Profitability Certificate issued by the CA for the last three financial years (FY2020-21, FY2021-22 and FY2022-23). Certificate should contain UDIN no. issued by ICAI	
4	EMD	EMD of Rs. 20,00,000/- (Rupees Twenty Lakhs Only) in the form of Bank Guarantee. Validity of the BG should be 180 days from the Last Date of submission of Bid Scanned copy of BG should be submitted with Bid.	Physical Copy of BG should be submitted before date as defined in BDS.	
C	Technical			

1	General	Power of Attorney	Power of Attorney and Board Resolution in favor of one of its employees who will sign the Bid Documents.	
2	Experience	The bidder should have successfully completed supply, installation and commissioning of IT Hardware's for Datacenter/NOC including routers, switches, firewalls, servers etc. in a single project with a contract value of at least ₹15 crores to State / Central Government / BharatNet Projects/ Telecom Operators in India in the last seven years as on Date of Bid submission.	Work order and Completion Certificates / Go-Live certificate issued by Client	
3	Experience	The bidder should have successfully completed implementation of NGFW Firewall solutions, OSS/BSS/AAA Applications and 150 MPLS Nodes in a single project for a State / Central Government / BharatNet Projects / Telecom Operators in India in the last five years as on Date of Bid submission.	The bidder should have successfully completed implementation of NGFW Firewall solutions for Clean Internet Service and IT hardware infrastructure for a State / Central Government / BharatNet Projects / Telecom Operators in India in the last 7 years as on 31st March 2023. Supporting Documents/Remarks: Work order and Completion Certificates / Go Live certificate issued by Client.	
4	MAF	The bidder shall submit Manufacturer Authorization Form (MAF) from Original Equipment Manufacturer (OEM) for all the active components	(i) Manufacturers Authorization Form (MAF) as per Annexure V for each component should be enclosed.	
5	Office in Chennai	The bidder should have a full-fledged permanent office in Chennai (or) an undertaking to set up office in Chennai	(i) Proof of Chennai Office Address (ii) Alternatively, the bidder should give	

			an undertaking that full-fledged office will be established in Chennai within 15 days from the date of issue of Letter of Acceptance	
6	Non-Blacklisting	The bidder should not have been blacklisted by Central Government, any State Government, a Statutory Body, any Public Sector Undertaking, Banks or Financial Institutions as on the date of bid submission.	(i) The declaration form as per Annexure VIII should be enclosed. (ii) Further, if the bidder is found blacklisted in India before the award of contract by any Government Agency / Quasi Government Agency / PSU, the bid will be rejected	
7	OEM Experience	Proposed OEMs should have experience in CGNAT Solution, BNG Solution/ OSS/BSS/AAA applications for a State / Central Government / BharatNet Projects / Telecom Operators in India in the last 7 years as on 31st March 2023.	Bidder shall furnish a declaration stating that the qualification of OEMs are met.	

- a. Bidder shall submit the online links / documents and Data / specifications sheets pertaining to the quoted items.
- b. The bidder has to provide the un-priced BOM (Bill of Materials) for all quoted components.
- c. Bidder need to provide Single point of contact and also share the support and escalation matrix with details like e-Mail IDs and Phone nos.
- d. OEM / Bidder shall declare that the quoted products are brand new and not re-furbished and repaired products. The products so provided should be the latest available.
- e. The bidder must agree to provide and execute the entire scope of work involved as per TANFINET tender document.

4.A.22 Eligibility Credentials and Verification

The bidder is required to submit purchase order and satisfactory working/implementation certificate issued by the user/customer. Purchase orders without relevant organization's confirmation through a credential letter will not be considered as implementation certificate from the client.

The Bidders shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statement/documents submitted along with bid are

true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Form no. 4 (Chapter-6). **NON-SUBMISSION OF AN AFFIDAVIT BY THE BIDDER SHALL RESULT IN SUMMARY REJECTION OF HIS/THEIR BID.** And it shall be mandatorily incumbent upon the Bidder to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Eol Document. It will not be obligatory on the part of Eol Committee to scrutinize beyond the submitted document of Bidder as far as his qualification for the Eol is concerned.

RailTel (RCIL) reserves the right to verify all statements, information and documents submitted by the bidder in his Eol offer, and the bidder shall, when so required by RailTel (RCIL), make available all such information, evidence and documents as may be necessary for such verification

In case of any wrong information submitted by Bidder, the contract shall be terminated. Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on RailTel (RCIL) for 5 (five) years.

For International project if the original client certificate and other documents are in language other than English than a translated copy duly confirmed by Indian embassy.

4.A.23 RailTel Reserves the right:

- (i) To verify, if so desired, the correctness of documentary evidence furnished by the bidder.
- (ii) To verify the successful operation and performance of qualifying projects and bidder shall arrange permission for the same.
- (iii) To carry out capability assessment of the bidder(s) including referral to in-house information.
- (iv) RailTel shall not be responsible for any delay in the receipt of Eols and reserves the right to **ACCEPT/REJECT** any or all Eols without assigning any reason. To ask the clarification and supporting documents in respect to submitted eligibility documents.

4.A.25 Evaluation of Offer

The technical bids will be evaluated in two steps-

- i. The bids will be examined based on eligibility criteria stipulated above to determine the eligible bidders.
- ii. The technical bids of only the eligible bidders shall be further evaluated based on the technical specifications of the required items and the proposal submitted by the bidder.

During evaluation of offer, if required RailTel may ask clarification or documents from the bidder. Additional features offered by the bidder, over and above the ones asked for in the Eol documents, shall not be considered for evaluation of bids.

The bidders should quote for all items & the offer will be evaluated in totality.

Inter se position of the offers will be determined on total cost which will include basic rate, custom duty, CGST, SGST, IGST, UTGST, freight, insurance and any other charge or cost quoted by the Bidder, including GST payable, on reverse charge by RailTel.

4.A.31 Earnest Money Deposit (EMD)

All the bidders shall submit EMD in the form of Bank Guarantee (BG) as as per Annexure XIII (TANFINET Tender) as mentioned in Chapter 6 from a Nationalized/Schedule bank, Scan copy of BG shall be submitted online through E-Nivida Portal. Physical copy of the BG should reach the office of Executive Director/ Southern Region, Secunderabad on or before the Date specified in BDS.

Action will be taken if a bidder withdraws his offer or modifies the terms and conditions of the offer during validity period and in the case of a successful bidder, if the bidder fails to accept the Purchase order/LOA and fails to furnish performance bank guarantee (security deposit) in accordance with clause 4.A.7.

Offers not accompanied with EMD in the form of Bank Guarantee shall be summarily

REJECTED.

4.A.33 Offer/ Bid Prices

The bidder shall give the prices indicating all levies and taxes, packing forwarding, freight and insurance etc. The basic unit price and all other components of the price need to be individually indicated against the goods it proposes to supply under the EoI document as per schedule given in Chapter-2. The price shall be quoted in Indian Rupees only.

The break-up of price of each item of SOR in terms of basic Unit price shall be inclusive of Freight, Custom Duty, Forwarding, Packing, Insurance and any other Levies/charges already paid or payable by the bidder (with applicable taxes break-up viz. SGST/CGST/IGST/UTGST) shall be quoted in the SOR Chapter-2.

4.A.34 NIL Deviation

Bidder is required to submit the “**NIL Deviation compliance undertaking**” for all the terms and conditions of EoI including all corrigenda shall be enclosed with the offer as per proforma given in Form no. 6 (Chapter-6).

4.A.35 Inspection

Inspection will be carried by RailTel/customer appointed agency if required by customer and/or as per TANFINET tender conditions. Any additional Scope of the Inspection would be as per the requirement of the Customer.

Along with inspection call, the Bidder/manufacturer shall submit details of test procedures, test program, test parameters together with permitted values, etc., and their Quality Assurance Plan.

In case material fails during inspection, the fresh lot of material shall be offered without any extra cost, by the manufacturer/bidder. In such a case, total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer's/ bidder's account.

4.A.36 Force Majeure

If during the Agreement, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason beyond the control of the parties including war,

hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the parties), fire, floods, earthquakes, natural calamities or any act of GOD (hereinafter referred to as EVENTS), provided notice of happenings of any such EVENT is given by the affected party to the other, within twenty one (21) days from date of occurrence thereof, neither party shall have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided service under this Agreement shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.

In the event of a Force Majeure, the affected party will be excused from performance during the existence of the Force Majeure. When a Force Majeure occurs, the affected party after notifying the other party will attempt to mitigate the effect of the Force Majeure as much as possible. If such delaying cause shall continue for more than thirty (30) days from the date of the notice stated above, the party injured by the inability of the other to perform shall have the right, upon written notice of thirty (30) days to the other party, to terminate this Agreement. Neither party shall be liable for any breach, claims, damages against the other, in respect of non-performance or delay in performance as a result of Force Majeure leading to such termination.

4.A.37 Settlement of Disputes/Arbitration

- 1) Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be at New-Delhi.
- 2) All arbitration proceedings shall be conducted in English. Recourse against any arbitral award so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.
- 3) The Arbitral Tribunal shall consist of the Sole Arbitrator appointed by CMD/RailTel Corporation of India Limited, if the value of claim is up to Rs. 10 lakhs. If the value of the claim or amount under dispute is more than Rs. 10 Lakhs, the matter shall be referred to the adjudication of arbitral council. Chairman Managing Director (CMD) of RailTel Corporation shall furnish a panel of three names to the contractor, out of which, contractor will recommend one name to be his nominee and then CMD/RailTel shall appoint one name as RailTel's nominee and these two arbitrators with mutual consent shall appoint a third arbitrator who shall act as the deciding arbitrator in terms of Arbitration and Conciliation Act. The award of the sole arbitrator or the Arbitral council, as the case may be, shall be final and binding on both the parties. Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided herein, the parties shall nevertheless pending the resolution of the Controversy or disagreement, continue to fulfill their obligation under this Agreement so far as they are reasonably able to do so.

4.A.38 Governing Laws

The LOA shall be interpreted in accordance with the laws of India. The courts at New Delhi shall have exclusive jurisdiction to entertain and try all matters arising out of this contract.

4.A.39 Indemnity by Contractors

The Contract shall indemnify and save harmless RailTel from and against all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against RailTel by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

4.A.40 Termination for Default

The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the bidder, terminate this contract in whole or in part.

- a) If the bidder fails to deliver any or all of the goods within the time period(s) specified in the contract.
- b) If the bidder fails to perform any other obligation(s) under the contract; and
- c) If the bidder, in either of the above circumstance(s) does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.

4.A.41 Risk, Cost & Ownership

If the contractor fails to deliver the equipment or honour the contractual commitment within the period fixed for such delivery in the contract, the Purchaser may terminate the LOA/contract in whole or in part, the Purchaser may proceed to purchase, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered at risk and cost to contractor. The SD/ Performance Bank Guarantee shall also be en-cashed.

The Maximum Liability of bidder to any Loss/Damages to RailTel including Liquidity Damages and Performance Guarantee shall be limited to 100% of Value of contract.

All risks, responsibilities; liabilities pertaining to goods in transit and/or delivered at site shall remain with selected bidder till they are accepted by TANFINET. The successful bidder will make own arrangements to secure and safeguard the goods delivered at site, at their own cost. TANFINET may coordinate with the client for getting help for these arrangements.

4.A.42. Termination for Insolvency

The purchaser may at any time terminate the LOA by giving written notice to the bidder, without compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

4.A.43 Rates During Negotiation

The purchaser may call the bidder for the negotiation for reducing the rates. During negotiation the bidder/s shall not increase his/their quoted rates including payment terms in case RailTel

negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the bidder/s.

4.A.44 Submission of Offer (Online Eol)

All offers in the prescribed forms should be submitted before the time and date fixed for the receipt of the offers.

In case the schedule of requirement quoted by Bidder is incomplete with reference to Eol document, the offer is liable to be **REJECTED**.

ATTESTATION OF ALTERATION: No scribbling is permissible in the Eol documents. Eol containing erasures and alterations in the Eol documents are liable to be **REJECTED**. Any correction made by the Bidder/ Bidders in his/their entries must be signed (not initialed) by him/them.

The Bidder shall submit his bid online using the e-Procurement Portal <https://railtel.eNivida.com>. For detailed instructions please refer to E-Nivida Portal.

4.A.45 Constitution of Firm and power of Attorney

Any individual(s) signing the Eol or other documents connected therewith should specify whether he is signing: -

- (a) As sole proprietor of the concern or as attorney of the sole Proprietor.
- (b) As a partner or partners of the firm.
- (c) As a Director, Manager or Secretary in the case of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Association.

In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the Eol and all other connected documents. The original Power of Attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.

RailTel will not be bound by Power of Attorney granted by the bidder or by the changes in the composition of the firm made subsequent to the execution of the contract agreement.

In case where the Power of Attorney partnership deed has not been executed in English, the true and authenticated copies of the translation of the same by Advocate, authorized translators of Courts and Licensed Petition Writers should be supplied by the Contractor(s) while Eol for the work.

Power of attorney in favour of the signatory duly authorizing the signatory. Original copy is need to be submitted by the successful bidder before issuance of LOA.

4.A.46 Opening of Eol

Bidder's Bid will be opened on specified date & time as mentioned in BDS Chapter-5 of the Eol

4.A.47 Non-Transferability & Non-Refundability

The Eol documents are not transferable. The cost of Eol paper, if any, is not refundable.

4.A.48 Errors, Omissions & Discrepancies

The Contractor(s) shall not take any advantage of any misinterpretation of the conditions due to typing or any other error and if in doubt, shall bring it to the notice of the purchaser without delay. In case of any contradiction only the printed rules, and books should be followed and no claim for the misinterpretation shall be entertained.

4.A.49 Wrong Information by bidder

If the Bidder/s deliberately gives/give wrong information in his/their Eol which creates/create circumstances for the acceptance of his/their Eol RailTel (RCIL) reserves the right to **REJECT** such bidder at any stage.

4.A.50 Limitation of Liability:

Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:

1. The Supplier shall not be liable to the Purchaser, whether in contract in tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
2. The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Purchaser with respect to intellectual property rights infringement.

4.A.51 Integrity Pact Program

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

4.A.52. Preference to Domestic Manufacturers

As per the TANFINET tender document attached.

4.A.53 Sanctions

RailTel shall impose sanction of bidder/successful bidder for not fulfilling the obligations. The sanctions may be in the form of written warning, financial penalty and blacklisting. If the bidder does not fulfill the obligation after the expiration of the period specified in such warning. RailTel shall initiate action for blacklisting such bidder/successful bidder.

4.A.54 Make in India

As per the TANFINET tender document attached.

4.A.55 Contract Agreement

On completion of the selection process, RailTel will enter into a contract agreement with the selected bidder(s). The contract entered with RailTel would be operated by RailTel. The Contract Agreement shall be entered by RailTel only after submission of valid Performance Guarantee by the successful bidder. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the Eol. In such cases RailTel may determine that such Bidder has abandoned the contract and there upon his Eol and acceptance thereof shall be treated as cancelled and RailTel shall be entitled to take action and to forfeit other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-Eol for that work.

The following documents would form part of the agreement between RailTel & the successful bidder: -

- i) This Eol document/Eol and all the issued addendum/ corrigendum.
- i) The bidder's proposal in response to this Eol/Eol and clarifications made in course of evaluation, including all Appendixes, and supporting documents.
- ii) The implementation plan identifying the tasks to be completed, the assigned responsibilities and the scheduled completion dates.
- iii) Copy of Signed LOA along with the copy of the PBG document.

4.A.56 Damage to TANFINET Property or Private Life and Property:

The Contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of RailTel/ customer or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by RailTel/TANFINET although all reasonable and proper precautions may have been taken by the Contractor.

In case RailTel shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which RailTel may incur in reference thereto, shall be charged to the Contractor. RailTel shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid; any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.

CHAPTER- 4B: INSTRUCTIONS TO THE BIDDERS

4.B.0 General

These are the Special Instructions to the Bidders for e-Eol.

4.B.1 Order of Priority of Contract Documents:

The documents forming this Eol document are to be taken as mutually explanatory of each other. For purpose of interpretation, the precedence and priority of the documents shall be in the following sequence:

- 1) Agreement (applicable after signing)
- 2) Letter of Acceptance of Eol
- 3) Notice Inviting Eol
- 4) Bid Data Sheet
- 5) Schedule of Requirements
- 6) Instructions to the Bidders
- 7) Annexure/Appendix to Eol
- 8) Forms of Bid
- 9) Commercial Terms and Conditions of the Contract
- 10) Technical Specifications
- 11) Relevant Codes and Standards
- 12) Drawings

Note: If any ambiguity or discrepancies is found in the Eol document, RailTel reserves the right to issue any clarification or instructions necessary to correct such ambiguity or discrepancy and such clarification/instruction shall be final and binding on the bidder and RailTel.

4.B.2 Submission of Bids only through online process is mandatory for this Eol

E-Eol is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-Eol mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic Eol, RailTel has decided to use the portal <https://railtel.eNivida.com>.

Bidders are advised to visit the E-Nivida Portal for details related to E-Eol i.e., Registration, FAQ, Helpdesk, Learning Center etc.

4.B.2.1. Eol Bidding Methodology:

Bidder has to submit single packet of the bid online on e-Nivida Portal.

Helpdesk

Please visit Helpdesk section on RailTel E-Nivida Portal.

RailTel Contact-I (for general Information)

As mentioned in BDS (Chapter-5)

RailTel Contact-II (for general Information)

As mentioned in BDS (Chapter-5)

4.B.2.2. Bid related Information for this EoI

The entire bid-submission would be online on RailTel E-Nivida Portal.

Broad outline of submissions are as follows:

1. Submission of Scan copy of Earnest Money Deposit (EMD) in the form of BG
2. Submission of digitally signed copy of EoI Documents/Addenda/Corrigenda
3. Bid
4. Online response to Terms & Conditions of EoI.

NOTE:

- I. Bidder must ensure that the bid must be successfully submitted online as per instructions of E-Nivida Portal.
- II. Bidder may submit their offer depending upon meeting of the qualification criteria and other terms & conditions of the EoI. However, Price bid of the bidder shall only be opened once the bidder offer is found meeting the qualification criteria and other terms & conditions of the EoI.

4.B.3. Online Submissions:

The bidder is required to submit all the relevant documents online only with the following documents:

- a) Scan copy of EMD (in the form of BG) to be submitted online **through E-Nivida Portal**.
- b) Integrity pact to be submitted as per Clause 4.A.51 (Form No. 5, Chapter-6). Original copies are needed to be submitted by the successful bidder before issuance of LOA(if applicable).
- c) Constitution of Firm and Power of attorney to be submitted online as per Clause 4.A.45. Original copy is needed to be submitted by the successful bidder before issuance of LOA.
- d) Affidavit (Form No. 4 Chapter-6). Original copy is needed to be submitted by the successful bidder before issuance of LOA.
- e) All forms from from 1 to 16 as applicable
- f) Unpriced Commercial Bid with Make and Model (prices blocked).

Hard copy may be sought by RailTel offline for verification/clarification, after opening of the e-bid response on E-Nivida Portal (e-Procurement), if required.

4.B.4 Submission of Eligibility Criteria related documents

All Eligibility criteria related documents as applicable shall be scanned and submitted ONLINE.

NOTE: It is advised to all bidders to submit their offer online well before the closing time of Eol to avoid any last-minute issues in uploading. Its bidder's responsibility to proactively plan for the bid submission and in case of internet related problem at a bidder's end, especially during 'critical events' such as a short period before bid-submission deadline, during online public Eol opening event, during e-auction, it is the bidder's responsibility to have backup internet connections.

4.B.5 Preparation of Bids

- a) Bidder should take into account any corrigendum published on the Eol document before submitting their bids. Please go through the Eol advertisement and the Eol document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted.
- b) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the Eol document/schedule and generally, they can be in PDF/SLS/RAR/DWF formats. Bid documents may be preferably scanned with 100 dpi with black and white option.

4.B.6 Instructions for Eol Document to the Bidders

The NIT and link to Eol is published on www.railtelindia.com E-Nivida Portal and the Eol is published on E-Nivida, a online Portal <https://railtel.eNivida.com> . **Eol offers shall be submitted online at E-Nivida Portal <https://railtel.eNivida.com> only.**

NOTE: For online bid submission the bidder will have to necessarily download an official online copy of the Eol documents from E-Nivida Portal, and this should be done well before the deadline for bid-submission.

4.B.7 Submission of Offers and Filling of Eol:

This e-Eol should be duly submitted online using the e-Procurement Portal <https://railtel.eNivida.com>. For detailed instructions please refer to E-Nivida Portal.

4.B.8 Attendance of Representatives for Eol Opening:

Representatives of bidders desirous to attend the Eol opening can do so on production of a proper letter of authority from the respective firm, failing which they may not be allowed to attend the Eol opening. Authorized representatives of those firms who have submitted the Eol documents alone shall be allowed to attend the Eol opening.

4.B.10 Addenda / Corrigenda:

Addenda / Corrigenda to the Eol documents may be issued by RailTel prior to the date of opening of the Eols, to clarify or reflect modifications in the contract terms and conditions or in the

design. Such addendum/corrigendum shall be available on e-Nivida and RailTel website. Bidders who are unable or unwilling to bring their Eols to conform to the requirements of RailTel are liable to be **REJECTED**.

4.B.11 Ambiguity/ Pre- Bid Clarification Requests:

If there is any ambiguity or doubt as to the meaning of any of the Eol clauses/ conditions or if any additional information required, the matter should immediately be referred to RailTel in writing through emails to RailTel Contacts mentioned in BDS.

4.B.12 Compulsory Compliance Conformations by all Participating Bidders

The instructions given in the Eol document are binding on the bidder and submission of the Eol shall imply unconditional acceptance of all the Terms & conditions by the bidder.

Each and every page of submitted Eol document including documentation shall be serially numbered & indexed. Bidders shall enclose relevant documents in their bid document to support their claims of experience/ eligibility/compliance meeting criteria mentioned under different clauses of the Eol.

In case some false information is submitted by any bidder in support of experience, performance certificate, financial turnover, etc., then the bidder Eol shall be REJECTED and action will be taken as per 4.A.30

RailTel shall be sole judge in the matter of shortlisting bidders at all stages of the Eol and the decision of RailTel shall be final and binding on the bidders.

4.B.13 Undertakings to be submitted by OEM

As per TANFINET Tender document attached.

CHAPTER- 5: BID DATA SHEET (BDS)

The section consists of provisions that are specific to various Clauses of the Eol document

Clause	Description
Clause 4.A.1, Chapter-4-A,	Validity of offer Validity: The offers submitted shall be valid for a period of 90 days from the date of opening of Eol.
Clause 4.A.2, Chapter-4-A,	Warranty As per TANFINET tender document attached
Clause 4.A.5, Chapter-4-A,	Delivery/Implementation Timelines As per TANFINET tender document attached
Clause 4.A.5.7, Chap- ter-4-A,	Billing Address: Principal Executive Director RailTel Corporation of India Ltd., 1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road, Opp. Shoppers Stop, Begumpet, Hyderabad- 500 016 Fax: +91-40-27820682, Tel: +91-40-27788000
Clause 4.A.21, Chapter-4-A,	Eligibility Criteria Requirements for Empaneled Business Associates Financial Eligibility As per the Clause mentioned in Eligibility Criteria Requirements for Bidders Technical Eligibility As per the Clause mentioned in Eligibility Criteria Requirements for Bidders
Clause 4.A.28, Chapter-4-A,	Purchaser's Right to Vary Quantities (As per TANFINET tender document)
Clause 4. A.31	EMD As per Eol notice. Soft Copy of EMD in the form of BG / online of Rs. Twenty Lakhs to be submitted online through E-Nivida Portal. Physical copy of EMD in the form of BG must be submitted within 2 days of Last Date of Submission of Bid.
Clause 4.A.44, Chapter-4-A,	Last Date of Submission of Offer (Online) Date: 14.06.2024(Last Date of uploading of the Eol document on E-Nivida Portal)

	<p>Time: 15:00 hours</p> <p>Date of Opening of Eol (Online)</p> <p>Date: 14.06.2024(Date of bid opening on E-Nivida Portal)</p> <p>Time: 15:30 hours</p>
Clause 4.B.2.1, Chapter-4-B,	<p>RailTel Contact-I (for general Information)</p> <p>Smt. Sneha Tripathi, Sr. Mgr/IT & Mktg, Tel: +91-40-27788000, Ext:547 Mobile: 7093604576 Email ID: sneha.sinha@railtelindia.com</p> <p>RailTel Contact-II (for general Information)</p> <p>RailTel's Contact Officer Sh. Shailendra Dusa, DGM/Tech & Mktg Tel: +91-40-27788000, Ext:532 Mobile : 9866327886 Email ID :sdusa@railtelindia.com</p>
Chapter-1, Chapter-6, Regional Address,	<p>Principal Executive Director</p> <p>RailTel Corporation of India Ltd., 1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road, Opp. Shoppers Stop, Begumpet, Hyderabad- 500 016 E-mail ID: kmr@railtelindia.com</p>

Note: 1. If the details given in BDS contradict with referred clause in the detailed Eol document, the details in BDS will have overriding priority (as per clause 4.B.1) over the referred clause in the Eol document.

CHAPTER- 6: FORM (S)/PROFORMA (S)

Annexures III to X as per TANFINET Tender document attached to be submitted.

Annexure XIII as per TANFINET Tender document to be submitted if EMD is in the form of BG.

Addressed to:

Principal Executive Director

RailTel Corporation of India Ltd(RailTel)

1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road,

Opp. Shoppers Stop, BEGUMPET, HYDERABAD- 500 016

Additionally, following documents to be submitted –

Form No. 1 - PROFORMA FOR “PERFORMANCE BANK GUARANTEE BOND (PBG)”
(To be stamped in accordance with stamp act)

PROFORMA OF BANK GUARANTEE

(To be submitted by the vendor for claiming payment)

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

BANK GUARANTEE NO:

DATE:

Dear Sir(S)

This has reference to the Purchase Order No. _____ Dated _____ been placed by RailTel Corporation of India Limited (RAILTEL) on

M/s _____ (Name & Address of vendor) for supply, installation, commissioning and warranty of _____ (description of items) at RailTelCustomer sites.

The conditions of this order provide that the vendor shall,

Arrange to deliver the items listed in the said order to the consignee, as per details given in said order, and

Arrange to install and commission the items listed in said order at client's site, to

the entire satisfaction of RAILTEL and Arrange for the comprehensive warranty service support towards the items supplied by vendor on site as per the warranty clause in said purchase order.

M/s (Name of Vendor) has accepted the said purchase order with the terms and conditions stipulated therein and have agreed to issue the performance bank guarantee on their part, towards promises and assurance of their contractual obligations vide the Supply Order No. __M/s. ____ (name of vendor) holds an account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

RAILTEL shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other undertaking of security in respect of the suppliers obligations and /

or liabilities under or in connection with the said contract or to vary the terms vis-a-vis the supplier or the said contract or to grant time and or indulgence to the supplier or to reduce or to increase or otherwise vary the prices or the total contract value or to forebear from enforcement of all or any of the obligations of the supplier under the said contract and/or the remedies of RAILTEL under any security now, or hereafter held by RAILTEL and no such dealing(s) with the supplier or release or forbearance whatsoever shall have the effect of releasing the bank from its full liability of RAILTEL hereunder or of prejudicing right of RAILTEL against the bank.

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of RAILTEL and liabilities of the supplier arising up to and until (date)

This undertaking guarantee shall be in addition to any other undertaking or guarantee or security whatsoever that RAILTEL may now or at any time have in relation to its claims or the supplier's obligations/liabilities under and / or in connection with the said contract and RAILTEL shall have the full authority to take recourse to or enforce this undertaking guarantee in preference to the other undertaking or security (ies) at its sole discretion and no failure on the part of RAILTEL in enforcing or requiring enforcement of any other undertaking or security shall have the effect of releasing the bank from its full liability hereunder.

We _____ (Name of Bank) hereby agree and irrevocably undertake and promise that if in your (RAILTEL's) opinion any default is made by M/s _____ (Name of Vendor) in performing any of the terms and /or conditions of the agreement or if in your opinion they commit any breach of the contract or there is any demand by you against M/s _____ (Name of Vendor), then on notice to us by you, we shall on demand and without demur and without reference to M/s _____ (Name of Vendor), pay you, in any manner in which you may direct, the amount of Rs. _____/- (Rupees

_____ Only) or such portion thereof as may be demanded by you not exceeding the said sum and as you may from time to time require. Our liability to pay is not dependent or conditional on your proceeding against M/s _____ (Name of Vendor) and we shall be liable & obligated to pay the aforesaid amount as and when demanded by you merely on an intimation being given by you and even before any legal proceedings, if any, are taken against M/s _____ (Name of Vendor)

The Bank hereby waives all rights at any time inconsistent with the terms of this undertaking guarantee and the obligations of the bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the supplier (whether or not pending before any arbitrator, Tribunal or Court) or any denial of liability by the supplier or any order or any order or communication whatsoever by the supplier stopping or preventing or purporting to stop or prevent payment by the Bank to RAILTEL hereunder.

The amount stated in any notice of demand addressed by RAILTEL to the Bank as claimed by RAILTEL from the supplier or as suffered or incurred by RAILTEL on the account of any losses or damages

or costs, charges and/or expenses shall as between the Bank and RAILTEL be conclusive of the amount so claimed or liable to

be paid to RAILTEL or suffered or incurred by RAILTEL, as the case may be and payable by the Bank to RAILTEL in terms hereof.

You (RAILTEL) shall have full liberty without reference to us and without affecting this guarantee, to postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said M/s

_____ (Name of Vendor) and to enforce or to forbear from endorsing any power or rights or by reason of time being given to the said M/s _____ (name of Vendor) which under law relating to the sureties would but for the provisions have the effect of releasing us.

You will have full liberty without reference to us and without affecting this guarantee, to postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said M/s

_____ (Name of Vendor) and to enforce or to forbear from endorsing any power or rights or by reason of time being given to the said M/s _____ (Name of Vendor) which under law relating to the sureties would but for the provisions have the effect of releasing us.

Your right to recover the said sum of Rs. _____/- (Rupees _____ only) from us in manner aforesaid will not be affected/ or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s _____ (Name of Vendor) and/ or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said M/s _____ (Name of Vendor) but shall in all respects and for all purposes be binding and operative until payment of all dues to RAILTEL in respect of such liability or liabilities.

Our liability under this guarantee is restricted to Rs. _____/- (Rupees _____ Only). Our guarantee shall remain in force until unless a suit action to enforce a claim under guarantee is filed against us within six months from (which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association of our Bank and the undersigned has full power to do under the power of Attorney dated.

Notwithstanding anything contained herein:

Our liability under this guarantee shall not exceed Rs____(in words) This bank guarantee shall be valid up to_____ & unless a suit for action to enforce a claim under guarantee is filed against us within six months from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there after i.e., after six months from the date of expiry of this Bank guarantee.

We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand or before

_____.

The Bank guarantee will expire on (Min 37 months from the date of successful installations of the items in the order)_____.

Granted by the Bank

Yours faithfully,

For (Name of Bank)

SEAL OF THE BANK

Authorised Signatory

Form No. 2 - PROFORMA FOR “SYSTEM PERFORMANCE GUARANTEE”

(On Stamp Paper of Rs. One Hundred)

(To be signed by the Bidder)

To

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

EOI Reference No.:

Applicable for Bidder/OEM(s) directly participating in the Tender

Dear Sir,

I / We hereby guarantee that the design on the basis of which we have submitted our Tender no. has been carefully made to conform to the end objectives in the Tender documents and to technical specification therein. We further guarantee that in the event of the performance of the system, when installed, not complying with the end objectives or with the specifications contained in the Tender documents, we shall provide further inputs to enable the RailTel to realize the end objectives contained in these documents without any additional payment for any additional equipment which may be required in this regard. We further guarantee that all the expenses for providing the additional inputs under the System Guarantee will be borne by us. We further guarantee that these additional inputs will be provided by us to make the system workable within 1 month from the date on which this guarantee is invoked by the Purchaser. The guarantee is valid for a period of one year from the date of commissioning of the system.

(Signature of Firm's Authorized Officer)

Seal

Signature of witness:

1.

2.

Or

Applicable for OEM(s)

I / We hereby guarantee that the design on the basis of which we have submitted our Tender no. has been carefully made to conform to the end objectives in the Tender documents and to technical specification therein related to OEM's scope. We further guarantee that in the event of the performance of the system, when installed, not complying with the end objectives or with the specifications contained in the Tender documents as per OEM's scope, we shall provide further inputs to enable the RailTel to realize the end objectives contained in these documents without any additional payment for any additional equipment which may be required in this regard. We further guarantee that all the expenses for providing the additional inputs under the System Guarantee will be borne by us. We further guarantee that these additional inputs will be provided by us to make the system workable within 1 month from the date on which this guarantee is invoked by the Purchaser. The guarantee is valid for a period of one year from the date of commissioning of the system.

(Signature of Firm's Authorized Officer)

Seal

Signature of witness:

1.

2.

Form No. 3 - PROFORMA FOR “MAINTENANCE SUPPORT”

(To be signed by the Bidder as well as the OEM's)

Deleted.

Form No. 4 -PROFORMA FOR AFFIDAVIT TO BE UPLOADED BY BIDDER ALONGWITH THE EoI DOCUMENTS

(To be signed by the Bidder)

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

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

M/s. _____ (hereinafter called the Bidder) for the purpose of the EoI documents for the work of _____

as per the EoI No. _____ of (-----RailTel Region), do hereby solemnly affirm and state on the behalf of the Bidder including its constituents as under:

1. I/We the Bidder (s), am/are signing this document after carefully reading the contents.
2. I/we the Bidder(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 electronic-EoI portal. I/We have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the EoI document. In case of any discrepancy noticed at any stage i.e., evaluation of Bidders, execution of work or final payment of the contract, the master copy available with the RailTel/TANFINET 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 EoIs, it shall lead to banning of business for five years on entire RailTel. Further, I/we (*insert name of the Bidder*) ** _____ and all 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 by OEMs of the offered Hardware/Software incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of SD and Performance Guarantee besides any other action provided in the contract including banning of business for five year on entire RailTel.

**DEPONENT
SEAL AND SIGNATURE
OF THE BIDDER**

VERIFICATION

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

**DEPONENT
SEAL AND SIGNATURE
OF THE BIDDER**

Place:

Dated:

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

Form No. 5 - PROFORMA FOR “SIGNING THE INTEGRITY PACT”

(To be signed by the Bidder)

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

AND

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

Preamble

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

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the Eol 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 Eol 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 Eol process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Eol 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 Eol 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 Eol 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 Eol 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 Eol 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 Eol 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 Eol 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 Eol process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the Eol 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 Eol 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 pro-vide 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 Reg-istered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing.
3. 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 Bid-der/Contractor)

(Office Seal)

Place _____

Date _____

Witness 1:

‘

**Form No. 6 - PROFORMA FOR “NIL DEVIATION COMPLIANCE UNDERTAKING”
(To be signed by the Bidder)**

To

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

Eol Reference No.:

Sub: NIL Deviation Compliance

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

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

Seal and signature of the bidder

Place:

Date:

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

Form No. 7 - PROFORMA FOR “NO MALICIOUS CODE UNDERTAKING LETTER BY BIDDER and OEM

To

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

Eol Reference No.:

Sub: Undertaking for No Malicious Code

Dear Sir,

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

1. All proposed hardware and software components in scope of supplies < OEM related supply/component> when shipped by _____, does not contain embedded malicious code that would activate procedures to:-
 - a. Inhibit the desired and designed function of the equipment.
 - b. Cause physical damage to the user or equipment during the exploitation.
 - c. Tap information resident or transient in the equipment/networks.
2. We, _____ will be considered to be in breach in case physical damage or malfunctioning is caused due to activation of any such malicious code in embedded software and thus be liable to repair, replace or refund the price of the infected software if reported (or, upon request, return) to the party supplying the software to Customer, if different than _____
3. Security breach or damages to system, if any, so caused by any embedded malicious code or otherwise, due to the act of either OEM or bidder or both, the OEM as well as the bidder would be considered liable jointly or severally and shall be banned for conducting

any business with RailTel. Also the present contract, may liable to be terminated by the purchaser.

Place:

Date:

Seal and signature of the bidder

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

Form No. 8 - PROFORMA FOR “MANUFACTURER’S AUTHORIZATION FORM”

As per TANFINET Tender document attached.

Form No. 9 - PAST EXPERIENCE FORM (To be submitted each for of the eligibility criteria / Experience ask in the Pre-Qualifying criteria mentioned in Bid data sheet.)

SN	Item	Details
1. General Information		
i.	Customer Name	
ii.	Details of Contact Person	
iii.	Name	
iv.	Designation	
v.	Email	
Vi.	Mailing Address	
vii.	Phone	
viii.	Fax	
2. General Information		
i.	Name of the Project	
ii.	Government/Private/PSU/Others please specify	
iii.	Start Date and End Date of PO/LOA	
iv.	Current Status (Completed/Work in Progress)	
v.	Contract Tenure	
3. Project detail		
I.	Order Value of the project	
II.	Please Provide customer certificate and Work order for executed Scope	
iii.	Narrative description of Project including technology deployed	
iv.	Key project components	

Certification: I, the undersigned, certify that these data correctly describe the Projects implemented by our Company.

(Signature)

(Name of Authorized Signatory)

(Designation)

(Date)

(Name and address of the bidder)

(Company Seal)

**Form No. 10 - PROFORMA FOR SELF CERTIFICATION REGARDING LOCAL CONTENT
(LC) FOR TELECOM PRODUCT, SERVICES OR WORKS**

As per TANFINET Tender document attached.

Form No. 11 - CONTRACT AGREEMENT

(CA No.)

This AGREEMENT is made at <Location of RO Office> on this day of _____ two thousand and twenty three by and between RailTel Corporation of India Limited (A Govt. of India Undertaking) having its Registered & Regional office at Plat-A, 6th Floor, Office Block-II, East Kidwai Nagar, New Delhi-110023, acting in the premises through ED or his authorized representative (hereinafter referred to as 'RailTel', which expression should unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the one part;

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

Whereas in response to a call for Eol by RailTel for the work of "....." for RailTel Corporation of India Limited as per Eol papers at Annexure 'A' read with Corrigendum..... issued by RailTel hereto, the Contractor has submitted offer letter as per Annexure 'B' hereto

AND WHEREAS the said Eol of the Contractor has been accepted for the work of "....." for RailTel Corporation of India Limited as per copy of Letter of Acceptance of Eol No. _____ dated _____ complete with enclosures at the accepted rates and agreed deviations from Eol papers as per Annexure-C hereto at contract value of Rs. _____ (Rupees _____ Only) duly accepted by the contractor.

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

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

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

The contract within named in the presence of:

1. Signatures

Date

Name in Block Capitals

Address:

2. Signatures

Date

Name in Block Capitals

Address:

Signed and delivered by Shri. _____ for and on behalf of

The contractor within named in the presence of :

1. Signatures

Date

Name in Block Capitals

Address:

2. Signature

Date

Name in Block Capitals

Address:

MANDATORY – REGISTRATION SHRAMIK KALYAN PORTAL

- A. “Contractor is to abide by the provisions of Payment of Wages act & minimum Wages act in terms of clause 54 ad 55 of Indian Railways General Condition of Contract. In order to ensure the same, and application has been developed ad hosted on website www.shramikkalyan.indianrailways.gov.in. Contractor shall register his firm/ company etc. and upload requisite details of labour and their payment I this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under:
- a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramik kalyan portal with requisite details subsequent to issue of Letter of Acceptance. Manpower resource shall approve the contractor’s registration on the portal within 7 days of receipt of such request.
 - b) Contractor once approved by Manpower resource, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
 - c) The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LoA) / Contract Agreements on shramik kalyan portal within 15 days of issue of any LOA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
 - d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramik kalyan portal on monthly basis.
 - e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- B. “While processing payment of any “On Account Bill” or “Final Bill” or release of “Advances’ or “Performance Guarantee/Security Deposit”, contractor shall submit a certificate to the Manpower resource or resources’ representatives that “I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railways’ Shramik kalyan portal at “www.shramikkalyan.indianrailways.gov.in” till _____ Month _____ Year.”

Form No. 13

Declaration regarding Land border sharing country

Certificate to be provided by Bidder/OEMs on their letter heads:

We have read the clause mentioned in Order (Public Procurement No. 1)No. F.No.6/18/2019-PPD of Public Procurement Division, Department of Expenditure, Ministry of Finance dated 23rd July 2020 and further Order/OMs regarding restrictions on procurement from a bidder/OEMs of a country which shares a land border with India.

In view of this, we certify that,

this bidder/OEM is not from such a country or, if from such a country, has been registered with the Competent Authority, I hereby certify that this bidder/OEM fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

i) Certificate for Bidder for Works involving possibility of sub-contracting

“I have read the clause regarding restrictions on procurement from a bidder/OEM of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder/OEM is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder/OEM fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]”.

Form No. 14: Undertaking by OEM regarding meeting delivery timeline and deploying manpower for Professional services

Format for Undertaking of Delivery & Services (From OEM)

Self-Certificate

(To be on company letterhead)

Eol Reference No:

Date:

To,

RailTel Corporation of India Ltd.
1-10-39, 6A, 6th floor, Gumidelli Towers Begumpet Airport road,
Opp. Shoppers Stop, Begumpet – 500016

Dear Sir,

Sub: Undertaking of Delivery and Services

We (Name of OEM Company) hereby undertake that the delivery of products associated with us would be delivered within stipulated time from Placement of Order and the associated services along with entire installation, configuration and integration of all hardware and software supplied at DC and DR, and any remote sites (as applicable) within one month from delivery as per Terms & Conditions of «Customer_Name» tender. Further, we comply with all the terms and conditions of the «Customer_Name» tender during the warranty period.

We ensure that the OEMs will engages its Professional Services (PS) team for planning, design, implementation, integration, validation, handover, and training of the respective hardware and software components across site as per «Customer_Name» tender. The engaged PS Team members would be OEM's employees and the OEM shall not further outsource these obligations to another vendor.

Authorized Signatory

Name & Designation

Form No. 15

(PERFORMA OF BANK GUARANTEE TOWARDS Security Deposit)

Ref:To Bank Guarantee No.

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

Dear Sir(s),

Whereas RailTel Corporation of India Limited having its Registered office at

RailTel Corporation Of India Ltd, Registered and Corporate Office:- Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 (Hereinafter called " RailTel") which expression shall, unless repugnant to the context or the meaning thereof, include all its successors, administrators, executors and assignees has invited EOI No.--

----- and M/s -----

----- having Registered/ Head Office at -----

----- (Hereinafter called the

"Contractor" which expression shall, unless repugnant to the context or the meaning thereof, mean and include all its successors, administrators executors and assignees) have submitted a quotation Reference. _____ and Bidder having agree to furnish as a conditions precedent for participation in EOIs unconditional and irrevocable bank guarantee of Rs----- (Rupees ----- Only) for the due performance of Bidder's obligations as contained in the terms of the Notice inviting EOI and other terms and conditions contained in the EOI Documents supplied by RailTel specially the conditions that (a) bidder shall keep his bid open for a period of day i.e. from ----- to ----- or any extension thereof, and shall not withdraw or modify it in a manner not acceptable to RailTel (b) the Bidder will execute the contract, if awarded, and shall furnish performance guarantee in the format prescribed by RailTel within the required time. The Bidder has absolutely and unconditionally accepted these conditions. RailTel and the Bidder have agreed that EOI document is an offer made on the condition that the bids, if submitted would be kept open in its original form without variation or modification in a manner not acceptable to RailTel for a period of -----

days i.e. from ----- to ----- or any, extension thereof and that submission of the bid itself shall be regarded as an unconditional and absolute acceptance of the conditions, contained in the EOI documents. They have further agreed that the contract consisting of EOI documents as the OFFER and submission of the bids as the ACCEPTANCE shall be a separate contract distinct from the contract which will come into existence when the bid is finally accepted by RailTel. The consideration for this separate initial contract preceding the main contract is that RailTel is not agreeable to sell the EOI documents to the Bidder and to consider the EOI to be made except

on the condition that the bid shall be kept open for the period indicated above and the Bidder desires to submit bid on this condition after entering into this separate initial contract with RailTel promises to consider the EOI on this condition and Bidder agrees to keep this bid open for the required period. These reciprocal promises form the CONSIDERATION for this separate initial contract between the parties.

2. Therefore, we ----- registered

(indicate the name of Bank) under the laws of -----

having Head/ Registered Office at (hereinafter referred to as the "Bank") which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators and executors hereby issue irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand in writing Rupees all money to the extent of Rs ----- (Rupees-----

----- only) at any time immediately on such demand without any demur, reservations, recourse, contest or protest and/ or without any reference to the Bidder and any such demand made by RailTel on the bank shall be conclusive and binding notwithstanding any difference between RailTel and the Bidder or any dispute pending before any court/arbitrator or any other matter whatsoever. We also agree to give that Guarantee herein RailTel in writing. This guarantee shall not be determined/discharged/affected by the liquidation, winding up, dissolution or insolvency of the Bidder and will remain valid, binding and operative against the bank.

3. The bank also undertakes that RailTel at the option shall be entitled to enforce this guarantee, against the Bank as a principal debtor, in the first instance, without proceeding against the Bidder.

4. The bank further agrees that as between the bank and RailTel, purpose of the guarantee, any notice of the breach of the terms and conditions contained in the bid Documents as referred above given to the bank by RailTel shall be conclusive and binding on Bank, without any proof, notwithstanding any other matter or difference or dispute whatsoever. We further agree that this guarantee shall not be *affected* by any change in our constitution, in the constitution of RailTel or that of the Bidder. We also undertake not to revoke, in any case, this Guarantee during its currency.

5. The bank agrees with RailTel that RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms of the EOI or get extension of the validity period from time to time. We shall not be relieved from our liability by reason of any such variation or extension of the validity period or for any forbearance, act of omission and commission on the part of RailTel or any indulgence shown by RailTel to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties, would, but for this provision, have the effect of so relieving us.

6. Notwithstanding anything contained here in above our liability under his Guarantee is limited to Rs. ----- (Rupees -----

----- only) in aggregate and it shall remain in full force upto -

------(270 days from the date of bid opening) unless extended further from time to time, for such period as may be instructed in writing by M/s -----

----- on whose behalf this guarantee has been given, in which case, it shall remain in full force upto the expiry of extended period. Any claim under this guarantee must be received by us before -----

(date of expiry of validity period) or before the expiry of extended period, if any. If no such claim is received by us within the said date/extended date, the rights of RailTel under this guarantee will cease. However, if such a claim has been received by us within and upto the said date/extended date, all right of RailTel under this guarantee shall be valid and shall not cease until we have satisfied that claim.

7. In case contract is awarded to the Bidder here in after referred to as "Contractor" the validity of this Bank Guarantee will stand automatically extended until the Bidder furnished to RailTel a bank guarantee for requisite amount towards performance guarantee for satisfactory performance of the contract. In case of failure to furnish performance bank Guarantee in the format prescribed by RailTel by the required date the claim must be submitted to us within validity period or extended period, if any. If no such claim has been received by us within the said date /extended date, rights, of RailTel under this guarantee will cease. However if such a claim has been received by us within the said date/extended date all rights of RailTel under this guarantee shall be valid and shall not cease until we have satisfied that claim,

In witness where of the Bank, through its authorised officer, has sent its hand & stamp on this -
----- day of ----- (month & year)

Signature

(Full name in capital Letters)

Designation with bank stamp

Witness No.1

Signature

(Full name and address in capital letters)

Witness No.2

Signature

(Full name and address in capital letters)

Attorney as per power of attorneyNo ----- Date -----

CHAPTER- 7: Specifications and requirements

7.1 TECHNICAL, FUNCTIONAL REQUIREMENTS & SPECIFICATIONS

Note 1: It may kindly be noted that in the specification wherever support for a feature has been asked for, it will mean that the feature should be available without RailTel requiring any other hardware/software/licenses. Thus, all hardware/software/licenses required for enabling the support/feature shall be included in the offer.

Note 2: Any additional hardware and software/license required for completion of work as per scope of this work shall be supplied by the selected bidder without any additional cost to RailTel.

Note 3: The below mentioned technical specifications for the supply items are bare minimum requirements of the purchaser, the supply items quoted by bidder must comply with these technical specifications.

7.2 Technical Specification

As per TANFINET tender document

Chapter-8: CHECK LIST (To be filled up & uploaded)

8.A List of Documents to be Submitted with Technical Bid

As per TANFINET Tender document and documents, mentioned in EOI.

DETAILS OF CREDENTIALS SUBMITTED AGAINST ELIGIBILITY CRITERIA OF BIDDER as per Clause 4.A.21 of Chapter-4:

SN	Clause	Supporting documents	Details/Remarks	Page no of the Bid
1				
2				
3				
4				
5				

SNo	Have you submitted the following documents?	Submitted /com-plied or Not	Page No./ref No. of Offer
1.	Schedule of Requirements with quantities and priced filled up (this will be a replica of technical bid with prices).		
2.	Breakup of individual itemized BOQ (as per Format given in SOR) as per format given in Chapter-2.		
3.	Any other information required to be submitted by the Bidder as per technical and eligibility criteria.		

Note: Non submission/ non-compliance of above documents as deliberated in Check List will make the offer liable to be **REJECTED**.

*****End of Document*****