



## **RAILTEL CORPORATION OF INDIA LTD.**

**(A Govt. of India Enterprise)**

### **Eastern Region Office**

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

### **Corporate Office**

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

**EOI Notice No: RAILTEL/ER/MKT/EOI/2024-25/017**

**DTD 28-06-2024**

**Invitation for Expression of Interest**

**For**

***Selection of Suitable Backend Partner from RailTel Empanelled Business Associate / OEM / OEM Authorised Partner / Distributor for exclusive PRE-BID TEAMING ARRANGEMENT for "Setting up of Wi-Fi Hotspots in the premises of High Court of Tripura"***

**EOI NOTICE****RailTel Corporation of India Ltd.**

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

Bidhannagar, Kolkata, West Bengal 700091

**EXPRESSION OF INTEREST****EOI Notice No: RAILTEL/ER/MKT/EOI/2024-25/017 DTD 28-06-2024**

RailTel Corporation of India Ltd., (hereafter referred to as RailTel) invites EOIs from Selection of Suitable Backend Partner from RailTel Empanelled Business Associate / OEM / OEM Authorised Partner / Distributor for exclusive PRE-BID TEAMING ARRANGEMENT for **“Setting up of Wi-Fi Hotspots in the premises of High Court of Tripura”**.

The details are as under:

1	Date of EOI Floating	28.06.2024
2	Last date for submission of Bids against EOI	04.07.2024 at 15:00 Hours
3	Opening of Bids received against EOI	04.07.2024 at 15:30 Hours
4	Number of copies to be submitted	Single Stage (Single Packet System)
5	Estimated Value	Quoted Value of Bid
6	EOI document cost inclusive tax (non-refundable)	Rs. 5900/- (Five Thousand Nine Hundred only)
7	EOI EMD	Rs. 3,00,000/- (Three Lakhs Only) to be submitted along with EOI. (To be submitted via online bank transfer). Balance amount in excess of Rs. 3 Lakh (i.e. 1% of quoted value) to be submitted in form of online transfer before submission of bid to end customer.

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

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



RailTel Bank Details for Submission of EMD/PBG:

Union Bank of India,

Account no. 401601010519491,

IFSC Code: UBIN0540161.

Demand Draft should be submitted in favor of RailTel Corporation of India Limited payable at Kolkata.

**Eligible BA(s)/OEM/OEM authorized partner/distributor** are required to direct all communications related to this Invitation for Eoi document, through the following Nominated Point of Contact persons:

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

**Level:1 Contact:**

Sh. Awaneesh Kr. Jaiswal (Sr. Manager/Marketing/ER)

Email: akjaiswal@railtelindia.com; Contact: +91- 9957644119

**Level:2 Contact:**

Sh. Abhishek Mani (Sr. DGM/Marketing/ER)

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

## **IMPORTANT POINTS**

1. RailTel Empanelled Business Associate(s)/OEM/OEM authorised partner/distributor are required to submit soft copy of response through Online on RailTel's eNvida portal at <https://railtel.enivida.com> duly signed by Authorized Signatories with Company seal and stamp.
2. The EOI response is invited from BA(s)/OEM/OEM authorised partner/distributor.
3. If the interested partner is OEM/Distributor of OEM/Direct Partner of OEM, it should submit the supporting document for the same.
4. All the document must be submitted with proper indexing and page numbering.
5. This is an EOI for BA(s)/OEM/OEM authorised partner/distributor for participating in the end customer tender. **Selected partner's authorized signatory has to give an undertaking they will not submit directly or indirectly their bids and techno-commercial solution/association with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to end customer organization by RailTel). This undertaking has to be given with this EOI Response.**
6. Transfer and Sub-letting. The Business Associate/Consortium has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present.
7. Partner has **to facilitate RailTel in getting MAF/OEM Documentation** in name of RailTel to be submitted along with other documents against the referred TENDER. **Interested partner may intimate the probable OEMs (item wise) through above given email IDs prior to their EOI response.**
8. Partner has to agree to comply with all scope of work and term and conditions including special term and condition, SLA and OEM technical, Proven-ness Criteria & Financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's tender **& its corrigendum (if any)** as mentioned below:

<b>TENDER Ref. No.</b>	e-TENDER No. F.6(2)-HC/2024/Wi-Fi/12905
<b>Date of floating</b>	31/05/2024
<b>Floated on portal</b>	<a href="https://www.tripuraTENDERS.gov.in">https://www.tripuraTENDERS.gov.in</a>

9. Partner once selected has to ensure all Technical documents/ solution documents related to OEM before submission of RailTel's Bid.
10. Installation, commissioning and integration should be done by OEM or their authorized agencies only. If authorized agencies are involved, RailTel should be informed in writing before finalization.
11. Partner has to ensure OEM support (of its product including customization part) till the expiry of contract period.

12. Partner has to ensure validity of all licenses from implementation stage to the expiry of contract period.
13. Anything not mentioned in the EOI, Customer tender and its corrigendum (if any) may be referred & considered.

## 1. PROJECT BACKGROUND AND OBJECTIVE OF EOI

RailTel intends to participate in **tender floated** by end Customer organization vide **e-tender No. F.6(2)-HC/2024/Wi-Fi/12905** dated **31.05.2024**. RailTel invites EOIs from RailTel's Empaneled Partners for the selection of suitable partner for participating in above mentioned work for the agreed scope work. The empaneled partner is expected to have excellent execution capability and good understanding customer local environment.

## 2. SCOPE OF WORK

The scope of work will be as mentioned in the pertinent end Customer organization tender for *"REQUEST FOR PROPOSAL FOR SELECTION OF AGENCY FOR SETTING UP OF Wi-Fi HOTSPOTS IN THE PREMISES OF HIGH COURT OF TRIPURA"* floated through vide **e-tender No. F.6(2)-HC/2024/Wi-Fi/12905** dated **31.05.2024** on the e-tender Portal (<https://www.tripuratenders.gov.in>) with all latest amendment/Corrigendum/clarifications.

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

**Special Note: RAILTEL MAY RETAIN ANY PORTION OF THE WORK mentioned in the end organization tender, where RailTel has competence so that overall proposal becomes most winnable proposal.**

## 3. RESPONSE TO EOI GUIDELINES

### 3.1 Language of Proposals:

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

### 3.2 RailTel's Right to Accept/Reject responses

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

### 3.3 EOI response Document

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

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

### **3.4 Period of Validity of bids and Bid Currency**

Bids shall remain valid for a period of 90 days from the date of Work Order from Customer organization.

### **3.5 Bidding Process**

The bidding process as defined in para 3.10 & 4.

### **3.6 Bid Earnest Money (EMD)**

- 3.6.1 The Partner shall furnish a sum as given in EOI Notice via online transfer from any scheduled bank in India in favour of "RailTel Corporation of India Limited" along with the offer or directly through e-Nivida portal. This will be called as EOI EMD.
- 3.6.2 Offers not accompanied with valid EOI Earnest Money Deposit shall be summarily rejected.
- 3.6.3 Partner has to furnish Earnest Money Deposit (for balance amount as mentioned in the EOI as and if applicable) for the bid to RailTel. The selected Business Associate shall have to submit a Bank Guarantee against EMD in proportion to the quoted value/scope of work to RailTel before submission of bid to end customer as and if applicable.
- 3.6.4 Return of EMD for unsuccessful Business Associates: EOI EMD of the unsuccessful Business Associate shall be returned without interest after completion of EOI process.
- 3.6.5 Return of EMD for successful Business Associate: EOI-EMD & Earnest Money Deposit (balance proportionate EMD) if applicable of the successful partner will be discharged / returned as promptly as possible after the receipt of RailTel's EMD/BG from the Customer and or on receipt of Security Deposit Performance Bank Guarantee as applicable (clause no. 3.7) from Business Associate whichever is later.
- 3.6.6 Forfeiture of EOI EMD or EMD (balance proportionate EMD) and or Penal action as per EMD Declaration:
  - 3.6.6.1 The EOI EMD may be forfeited and or penal action shall be initiated if a Business Associate withdraws his offer or modifies the terms and conditions of the offer during validity period.

3.6.6.2 In case of non-submission of SD/PBG (as per clause no. 3.7) lead to forfeiture of EOI EMD, EMD (balance proportionate EMD) if applicable and or suitable action as prescribed in the EMD Declaration shall be initiated as applicable.

### **3.7 Security Deposit/Performance Bank Guarantee (PBG)**

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

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

### **3.8 Last date & time for Submission of EOI response**

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

### **3.9 Modification and/or Withdrawal of EOI response**

- EOI response once submitted will treated, as final and no modification will be permitted except with the consent of the RailTel.
- No Partner shall be allowed to withdraw the response after the last date and time for submission.
- The successful Partner will not be allowed to withdraw or back out from the response commitments. In case of withdrawal or back out by the successful business associate, the Earnest Money Deposit shall be forfeited and all interests/claims of such Business Associate shall be deemed as foreclosed.

### **3.10 Details of Financial bid for the above referred TENDER**

Partner with lowest (L1) offer will be selected for exclusive pre-bid arrangement for optimizing technical and commercial solution so that most winnablesolution is submitted to end customer. The final bid for the tender will be prepared jointly with the selected Business Associate so that the optimal bid can be put with a good chance of winning the tender.

### **3.11 Clarification of EOI Response**

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

### **3.12 Period of Association/Validity of Agreement**

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

#### **4. EVALUATION CRITERIA**

- 4.1 The BA(s)/OEM/OEM authorised partner/distributor are first evaluated on the basis of the Eligibility Criteria as per clause 13.
- 4.2 The BA(s)/OEM/OEM authorised partner/distributor who fulfills the Eligibility criteria of Bidding shall be further evaluated on the basis of Technical Evaluation and Financial evaluation.
- 4.3 For the opened bid as per outcome of the Eligibility criteria above, the partner will be selected on the lowest quote (L-1) basis for complete 'Scope of Work' as mentioned in the EOI document and documents of technical specifications of Customer, subject to the respective overall bid is in compliance to the requirements of this EOI. The so selected partner will be termed as 'Commercially Suitable Partner (hereafter referred to as 'CSP')'. It is re-mentioned, that the final selection of CSP will be on the L-1 basis only. Further, RailTel reserves the right to have negotiation with the CSP at any stage before issuing Work Order.
- 4.4 The Business Associate with lowest commercial (L1) offer will be selected for exclusive pre-bid arrangement for optimizing technical and commercial solution so that most winnable solution is submitted to end customer.
- 4.5 RailTel reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants. The RailTel evaluation committee will determine whether the proposal/ information is complete in all respects and the decision of the evaluation committee shall be final.
- 4.6 All General requirement mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable.

#### **5. PAYMENT TERMS**

- 5.1 Payment will be released after receiving the invoice for the work / services and after receipt of payment from end customer for the same work / services. Partner shall refer payment terms of End Customer tender. Any deduction /Penalties levied on RailTel invoices will be **deducted in totality** (full amount, which ever levied by Customer) from CSP's invoices.
- 5.2 Documents list required at the time of payment/invoice submission by selected partner shall be:
  - i. PO copy issued to selected partner.
  - ii. Submission/Declaration of applicable BG amount against PO issued to selected partner/vendor.
  - iii. Signed Agreement Copy
  - iv. Original Invoice for the period/item claimed.
  - v. End customer's inspection report, delivery challan & acceptance of item by end customer.
  - vi. TDS declaration.
  - vii. Receipted Challan/ Consignment Note of all the consignments.
  - viii. Manufacturer's Test / Inspection Certificate.
  - ix. Manufacturer's Warranty /Guarantee Certificate.

- x. Partners Certificate of Dispatch
- xi. E-way bill
- xii. Insurance of the materials in favour of RailTel
- xiii. PAN, GST Registration Certificates

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

- 5.3 Payment will only be released once GSTR-1 and GST-3B is filed by the partner for claimed invoice.
- 5.4 The last bills shall be settled after end of the contract period after adjusting all outstanding dues.
- 5.5 No interest is payable on any amount whatsoever to the successful Partner.
- 5.6 Bill Passing Authority: PED/ER or RailTel's authorized representative
- 5.7 Bill Paying Authority: Finance Head/ER

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

- 6.1 The selected partner will be required to adhere to the SLA matrix as defined in the end Customer organization tender for his scope of work and the SLA breach penalty will be applicable on the selected partner, as specified in the end Customer organization tender (Refer para 8b). The SLA scoring and penalty deduction mechanism for in-scope of work area shall be followed as specified in the tender. All associated clarifications, responses to queries, revisions, addendum and corrigendum, associated Prime Services Agreement (PSA)/ MSA/ SLA also included. Any deduction by Customer from RailTel payments on account of SLA breach which is attributable to Partner will be passed on to the Partner proportionately in terms of value based on its scope of work.
- 6.2 Penalty (full amount, which ever levied by Customer) will be deducted at the time of payment.

## **7. Performance Bank Guarantee (PBG)**

- 7.1 In case of successful select RFP and subsequent engagements with Selected Partner (CSP), the partner shall at its own expense, deposit with department, within fifteen (15) days of the notification of award (done through issuance of the Advance LOA/ Purchase Order / Work Order etc.) and communicated through email, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled commercial bank (either Private or PSU but not from Cooperative Bank or NBFC) as per the format enclosed in this EOI, payable on demand, for the due performance and fulfilment of the contract by the CSP. This PBG will be for an amount of 3% of the contract value. The quantum of this 'percentage (%)' will be equal to the PBG % as asked by CoR from RailTel. All charges whatsoever such as premium, commission, etc. with respect to the PBG shall be borne by the CSP. Besides, if the total BG amount comes upto ₹5 Lakhs, then same may be deposited through DD/RTGS/NEFT. Along with submission of PBG, CSP needs to submit PBG issuing bank's SFMS report. The SFMS report is also to

be submitted in case of renewal / extension of PBG. The claim period should be 12 months beyond expiry date of PBG.

- 7.2 The PBG should have validity for a period as per CoR RFP and shall be on back-to-back basis. The PBG may be discharged / returned by RailTel upon being satisfied that there has been due performance of the obligations of the CSP under the contract. However, no interest shall be payable on the PBG. In the event, CSP being unable to service the contract for whatsoever reason, RailTel would invoke the PBG at its discretion. Notwithstanding and without prejudice to any rights whatsoever of RailTel under the contract in the matter, the proceeds of the PBG shall be payable to RailTel as compensation for any loss resulting from the CSP's failure to complete its obligations under the contract. RailTel shall notify the CSP in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the CSP is in default.
- 7.3 RailTel shall also be entitled to make recoveries from the CSP's bills, PBG or from any other amount due to him, any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- 7.4 If the service period gets extended by virtue of extension or any other reason by end customer, PBG should also be extended accordingly.
- 7.5 During the contract period, RailTel may issue Purchase Order(s) for the additional goods/ services ordered by customer (in case) to RailTel against the same PO.
- 7.6 In case the customer has sought PBG of the contract in the terms of Indemnity Bond from RailTel, the selected partner has to provide the equivalent value PBG from scheduled Bank to RailTel. No Indemnity Bond from Selected Partner will be accepted in lieu of PBG from Scheduled Bank.
- 7.7 In case customer has sought any other types of PBG in this contract at present or in future or else Integrity Pact PBG (presently or in future), same remain applicable on selected Partner. The said PBG will be issued by Selected Partner from Scheduled Bank favoring RailTel Corporation of India Limited. No Indemnity Bond in lieu of such PBG will be accepted by RailTel.
- 7.8 If, customer ask for submission for value more than 3%, same also needs to be submitted by the selected BA.

## **8. Insurance**

The CSP shall take out and keep in force a policy or policies of insurance from the date, the delivery of material starts (including the transit portion) against all liabilities of the CSP or RailTel as per customer tender specified terms,. The CSP shall take out and keep in force a Policy or policies of Insurance for all materials covered in schedule of requirement irrespective of whether used up in the portion of work already done or kept for the use in the balance portion of the work. The risk of goods shall remain with CSP till the completion of contract. Claimant of insurance shall be in the name of Railtel Corporation of India Ltd and shall be kept valid till completion of contract.

## **9. Liquidated Damages:**

RailTel will levy the liquidated damages imposed by customer to partner on value terms at the time of releasing of payment.

**Note: Full amount of LD will be charged**, which ever levied by customer on Railtel.

## 10. Delivery & Inspection

10.1 Delivery, Installation and Commissioning Period: As per customer's tender Terms.

10.2 All the material should be made available for Inspection by RailTel nominated person/agency.

10.3 Partner will be custodian of all the material till installation and commissioning of system.

10.4 Charges for any 3rd party inspection should be under scope of Partner.

## 11. TESTING & SYSTEM ACCEPTANCE

Testing, System Acceptance, PAT, FAT: As per customer's tender Terms.

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

## 12. PARTNER'S PROFILE

The partner shall provide the information in the below table:

SN	ITEM	Details
1.	Full name of Partner's firm	
2.	Full address, telephone numbers, fax numbers, and email address of the primary office of the organization / main / head / corporate office	
3.	Name, designation and full address of the Chief Executive Officer of the partner's organization as a whole, including contact numbers and email Address	
4.	Full address, telephone and fax numbers, and email addresses of the office of the organization dealing with this EOI	
5.	Name, designation and full address of the person dealing with the EOI to whom all reference shall be made regarding the EOI enquiry. His/her telephone, mobile, Fax and email address	
6.	Bank Details (Bank Branch Name, IFSC Code, Account number)	
7.	GST Registration number	
8.	Whether owned by SC/ST	
9.	Whether owned by Women entrepreneur	

10	Whether MSME (attach Udhyam Aadhaar certificate and Number)	
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### 13. ELIGIBILITY CRITERIA FOR BUSINESS PARTNER OF RAILTEL

SN	Description	Requirement	Compliance
<b>A</b>	<b>General, Technical, Financial &amp; OEM Eligibility</b>		
1	General	<ul style="list-style-type: none"> <li>Partner/Lead Consortium should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 for the last 3 years as on bid submission date.</li> <li>RailTel Empanelled Business Associate should submit Empanelment letter of Railtel.</li> </ul>	1. Certificate of Incorporation 2. PAN, GSTIN Certificate
2	Financial	<ol style="list-style-type: none"> <li>Bidder/consortium should have average annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the total estimated value of the bid.</li> <li>Sole partner/consortium should also have a positive net worth &amp; be profitable in the last 3 financial years.</li> </ol>	<b>Documentary Evidence Required</b> <ol style="list-style-type: none"> <li>Certificate issued by Bank</li> <li>Financial Capability &amp; Viability Certificate from Chartered Accountant. Certificate should contain UDIN no. issued by ICAI.</li> <li>Certificate from Chartered Accountant. Certificate should contain UDIN no. issued by ICAI.</li> </ol>
3	Technical	<p>The partner must have completed similar nature of work during last 3 (Three) years ending Bid submission date as per following capacity-</p> <ol style="list-style-type: none"> <li>One Similar work, each costing not less than the amount equal to 35% of the advertised value of the tender.</li> </ol> <p style="text-align: center;">OR</p> <ol style="list-style-type: none"> <li>Two Similar works, each costing not less than the amount equal to 20% of the advertised value of the tender</li> </ol> <p style="text-align: center;">OR</p> <ol style="list-style-type: none"> <li>Three Similar works, each costing not less than the amount equal to</li> </ol>	<b>Documentary Evidence Required:</b> <p>The bidder shall also furnish Supply/ Work Commissioning/ work completion certificate issued by customer/s for the Purchase Orders/ Work Orders.</p>

SN	Description	Requirement	Compliance
		<p>15% of the advertised value of the tender</p> <p>Similar Work means: Supply, installation and commissioning of IT/Networking equipment for any Central / State Government Organization / Public Sector Unit (PSU)/Large Enterprise in India.</p> <p>OR</p> <p>The partner should possess a proven track record in implementation of Similar Products/Services of at least 50% quantity (i.e. 17 nos.) of Supply, Installation, testing &amp; commissioning of wireless access points along with the wireless LAN controller, through one order in last 7 years for any Central / State Government Organization / Public Sector Unit (PSU)/Large Enterprise in India.</p>	
<b>B</b>	<b>Annexures</b>		
i)	Annexure 1	<b>Covering Letter:</b> Self-certification duly signed by authorized signatory on company letter head.	
ii)	Annexure 2	<p>The Partner should agree to abide by all the technical, commercial &amp; financial conditions of the end customer tender for which EOI is submitted.</p> <p>Self-certification duly signed by authorized signatory on company letter head.</p>	
iii)	Annexure 3	An undertaking signed by the Authorized Signatory of the <b>Partner</b> to be provided on letter head. The Partner/any of the OEM should not have been blacklisted/debarred by any Governmental/ Non-Governmental Organization in India as on bid submission date.	
iv)	Annexure-4	Format for Affidavit to be uploaded by <b>Partner/consortium</b> with the EOI Response documents.	
v)	Annexure-5	Non-disclosure agreement by <b>Partner/consortium</b> with RailTel.	
vi)	Annexure-6	EMD (as PBG) Format	

SN	Description	Requirement	Compliance
vii)	Annexure-7	MAF Format	
viii)	Annexure-8	Technical Proposal Document	
ix)	Annexure-9	CONSORTIUM AGREEMENT /MEMORANDUM OF AGREEMENT	
x)	Annexure-10	Undertaking of Service Level Compliance	
xi)	Annexure-11	Statement of No Deviation Declaration	
xii)	Annexure-12	Commercial Proposal Document	
xiii)	Annexure-13	Undertaking on Exit Management and Transition	
xiv)	Annexure-14	Declaration – Exclusivity of Participation	
xv)	Annexure-15	<b>PROFORMA FOR “SIGNING THE INTEGRITY PACT” (If bid value is above 15 Crore)</b>	
<b>D</b>	<b>Other Documents</b>		
i)	Power of Attorney	Power of Attorney and Board Resolution in favour of one of its employees who will sign the Bid Documents.	
ii)	BA empanelment letter & BG	Empanelment letter issued by RailTel and BG copy/Payment Receipt against BA empanelment	
iii)	Additional Documents to be Submitted	Technical Proposal with overview of the project: <ul style="list-style-type: none"> <li>• Partner’s Understanding of the Project &amp; Scope of Work</li> <li>• Solution Architecture &amp; Design (IT)</li> <li>• Approach &amp; Methodology</li> <li>• Project Plan &amp; Project Team’s Experience</li> </ul> Operation and Maintenance Plan	

#### 14. TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:

If the Contractor should:

- 14.1 Become bankrupt or insolvent.
- 14.2 If contractor, subcontracts whole or any part of the work.
- 14.3 Abandon the contract.
- 14.4 Persistently disregard the instructions of the RailTel’s Engineer or contravene any provision of the contract, or
- 14.5 fail to provide man, machine & material and/or carry out the works as per contractual specifications,
- 14.6 is a defaulter as per relevant clause of condition of contract
- 14.7 Promise offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of RailTel or any person on his or on their behalf in relation to the execution of this or any other contract with the RailTel

14.8 In RailTel's opinion, the cessation of work become necessary, owing to paucity of funds of the Contractor, the Contractor's apparent inability to perform, non-possession of equipments and tools required for the work or defective and mal-functioning equipments, non-availability of proper/nominated instrumentation, inability to provide men and material, repeated slippages and payment of penalty thereof or for any other cause deemed reasonable.

Then and in any of these said cases, the Engineer on behalf of the RailTel may serve the Contractor with a notice in writing to that effect and if the Contractor does not, within 7 days after the delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the Engineer, the RailTel shall be entitled after giving 48 hours' notice in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts ( as may be specified in such notice) and adopt the following course: A final termination notice will be issued by RailTel after expiry of 48 hrs notice.

In such case, the value of approved materials utilized at site and of certified and accepted work done to date by the Contractor as per contract agreement shall be paid for in full at the rates specified in the Contract subject to the clause of Liquidated damages contemplated herein. All such materials become the property of the RailTel. Notice in writing from the RailTel of such termination and reason thereof shall be conclusive evidence of taking over of works from the contractor. Full security deposit will be forfeited in such case of termination.

The contractor shall be debarred from participating in the tender for executing the balance work.

**Annexure 1: Format for COVERING LETTER**

COVERING LETTER (To be on company letter head)

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

Dear Sir,

SUB: Participation in the Eol process

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

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

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

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

Authorized Signatory

Name

Designation

**Annexure 2: Format for Self-Certificate & Undertaking**

Self-Certificate (To be on company letter head)

Eoi Reference No:

Date:

To,

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

Dear Sir,

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

- 1) Having examined the Technical specifications mentioned in this EOI & end customer tender, we hereby confirm that we meet all specification.
- 2) We\_\_\_\_\_agree to abide by all the technical, commercial & financial conditions of the end customer TENDER for which EOI is submitted (except pricing, termination & risk purchase rights of the RailTel). We understand and agree that RailTel shall release the payment to selected sole partner after the receipt of corresponding payment from end customer by RailTel. Further we understand that in case we fail to execute assigned portion of work, then the same shall be executed by RailTel through third party or departmentally at the risk and cost of selected partner.
- 3) We agree to abide by all the technical, commercial & financial conditions of the end customer's tender for the agreed scope of work for which this EOI is submitted.
- 4) We hereby agree to comply with all OEM technical & Financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's tender. We are hereby enclosing the arrangement of OEMs against each of the BOQ item quoted as mentioned end customer's tender. We also undertake to submit MAF and other documents required in the end Customer organization tender in favour of RailTel against the proposed products.
- 5) We hereby certify that any services, equipment and materials to be supplied are produced in eligible source country complying with OM/F. No. 6/18/2019 dated 23rd July 2020 issued by DoE, MoF.
- 6) We hereby undertake to work with RailTel as per end customer's tender terms and conditions. We

confirm to submit all the supporting documents constituting/ in compliance with the Criteria as required in the end customer's tender terms and conditions like technical certificates, OEM compliance documents.

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

Authorized

Signatory Name &

Designation



**Annexure 3: Undertaking for not Being Blacklisted/Debarred**

<On Company Letter Head>

To,

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

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

We, Company Name \_\_\_\_\_, having its registered office at Address \_\_\_\_\_ hereby declares that that the Company has not been blacklisted/debarred by any Governmental/ Non-Governmental organization in India for past 3 Years as on bid submission date.

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Partner's Company Seal:

**Annexure 4: Format of Affidavit**

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

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

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

M/s (hereinafter called the partner) for the purpose of the EOI

documents for the work of as per the EOI No.

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

1. I/we the partner (s), am/are signing this document after carefully reading the contents.
2. I/we the partner (s) also accept all the conditions of the EOI and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the EOI documents from RailTel website [www.railtel.enivida.com](http://www.railtel.enivida.com). I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the EOI document. In case of any discrepancy noticed at any stage i.e. evaluation of EOI, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the EOI by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of EOI, it shall lead to



forfeiture of the EOI EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the **partner**)\*\* and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.

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

DEPONENT SEAL AND SIGNATURE OF THE **PARTNER**

#### VERIFICATION

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

DEPONENT

Place: Dated:

SEAL AND SIGNATURE  
OF THE **PARTNER**

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

**Annexure-5: Non-Disclosure Agreement (NDA) Format**

**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (this “**Agreement**”) is made and entered into on this \_\_\_\_ day of \_\_\_\_ , 2024 (the “**Effective Date**”) at \_\_\_\_\_.

By and between

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

And

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

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

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

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

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

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

**1. Permitted Use.**

(a) Receiving Party shall:

(i) hold all Information received from Disclosing Party in confidence;

(ii) use such Information for the purpose of evaluating the possibility of entering into a commercial arrangement between the Parties concerning such Information; and

(iii) restrict disclosure of such Information to those of Receiving Party's officers, directors, employees, affiliates, advisors, agents and consultants (collectively, the "**Representatives**") who the Receiving Party, in its reasonable discretion, deems need to know such Information, and are bound by the terms and conditions of (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement.

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

(i) is wholly and independently developed by Receiving Party without the use of Information of Disclosing Party;

(ii) at the time of disclosure to Receiving Party, was either (A) in the public domain, or (B) known to Receiving Party;

(iii) is approved for release by written authorization of Disclosing Party; or

(iv) is disclosed in response to a valid order of a court or other governmental body in the India or any political subdivision thereof, but only to the extent of, and for the purposes set forth in, such order; provided, however, that Receiving Party shall first and immediately notify Disclosing Party in writing of the order and permit Disclosing Party to seek an appropriate protective order.

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

## **2. Designation.**

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

(i) written or other tangible form, such Information is clearly marked as proprietary or confidential when disclosed to Receiving Party; or

(ii) oral or other intangible form, such Information is identified as confidential or proprietary at the time of disclosure.

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

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

**5. No Obligation.** Neither this Agreement nor the disclosure or receipt of Information hereunder shall be construed as creating any obligation of a Party to furnish Information to the other Party or to enter into any agreement, venture or relationship with the other Party.



**6. Return or Destruction of Information.**

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

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

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

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

**8. Notice.**

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

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

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

**RailTel Corporation of India limited:**

Attn: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_:

Attn: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**9. Term, Termination and Survivability.**

(a) Unless terminated earlier in accordance with the provisions of this agreement, this Agreement shall be in full force and effect for a period of \_\_\_\_\_ years from the effective date hereof.

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

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

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

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

**13. Settlement of Disputes:**

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

**14. CONFIDENTIALITY OF NEGOTIATIONS**

Without the Disclosing Party's prior written consent, the Receiving Party shall not disclose to any Person who is not a Representative of the Receiving Party the fact that Confidential Information has been made available to the Receiving Party or that it has inspected any portion of the Confidential Information or that discussions between the Parties may be taking place.

**15. REPRESENTATION**

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

**16. ASSIGNMENT**

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

**17. EMPLOYEES AND OTHERS**

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

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

**18. NO LICENSE**

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

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

**19. RELATIONSHIP BETWEEN PARTIES:**

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

**20: UNPULISHED PRICE SENSITIVE INFORMATION (UPSI)**

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



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

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

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

\_\_\_\_\_ :

**RailTel Corporation of India Limited:**

By \_\_\_\_\_

By \_\_\_\_\_

Name:

Name:

Title:

Title:

Witnesses

**Annexure-6: EMD (as PBG) Format**

**BG NO** :  
**ISSUANCE DATE** : DD-MM-YYYY  
**BG AMOUNT** : Rs xxxxxxxx /-  
**EXPIRY DATE** : XX-XX-XXXX  
**CLAIM EXPIRY DATE** : XX-XX-XXXX

In consideration of the **RailTel Corporation of India Limited**, (CIN: L64202DL2000GOI107905) having its registered office at Plate-A, 6<sup>th</sup> Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi - 110023 (Here in after called RailTel) having agreed to exempt (**Partner Name**) having its registered office at **Partner's address**- (Here in after called "the said Contractor(s)") from the demand, of security deposit for the due fulfilment of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for **Rs. /- (In Words)**.

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

We, **Bank Name** do here by undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the **RailTel** stating that the amount as claimed is due by way of loss or damage caused to or would be caused to or suffered by the **RailTel** by reason of breach by the said Contractor(s) of any terms and conditions contained in the said Agreement or by the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding **Rs. /- (In Words)**.

We, **Bank's Name**-undertake to pay to the **RailTel** any money so demanded not withstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s)/ Supplier(s) shall have no claim against us for making such payment.

We, **Bank's Name**-further agree that the Guarantee here in contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the **RailTel** under or by virtue of the said Agreement have been fully paid and its



claims satisfied or discharged or till **RailTel** certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharge this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the **DD-MM-YYYY(Claim Expiry Date.)** We shall be discharged from all liability under this Guarantee thereafter.

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

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

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

**Date** : DD-MM-YYYY

**Place** :

**Annexure-7: MAF/MOU and other Documents**

**FORMAT FOR AUTHORIZATION TO BE SUBMITTED BY THE INDIAN AGENTS :**( to be typed on the Principals letter head and should be pre dated( prior to TENDER opening date and properly signed ) TENDER no:

To  
General Manager (MM)  
Western Coalfields Ltd

Dear Sir.

We, M/s. (..... name of the Principal firm.....) represented by the undersigned, Mr/Ms... Director/ Partner /Legal Attorney / Proprietor /Employee / Accredited Representative hereby authorize **M/s. RailTel Corporation of India Ltd** to participate in the TENDER and submit the offer and enter into contract / Supply order, on our behalf against this TENDER. This authorization is valid till the successful execution and completion of contract period against this TENDER. We further confirm that:

1. As a matter of our corporate policy, we do not quote directly to any organization in India (except in situations like supplies to OEM / OES / OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/ logistics constraints). If, subsequently, at any stage, it is found that we have quoted directly to any organization in India (except in situations like supplies to OEM / OES / OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/ logistics constraints), we shall be liable for penal action as per provisions of the NIT and the CIL Purchase Manual 2020. Further, if at any stage, it is found that agency commission has been paid by us without declaring the agent, the commission may be recovered with interest.
2. We will accept the responsibility for the satisfactory execution of orders placed on the authorized agent including warranty/ guarantee obligations.
3. Wherever necessary, we will provide requisite inspection and testing facilities at our works in respect of orders placed on authorized agent.
4. The price quoted by our authorized agent will not exceed the price which we would have quoted.
  - a. In the event of placement of order on our authorized dealer , the goods supplied / goods offered for inspection would be accompanied by a certificate stating that the goods have been manufactured by us.
  - b. We further confirm that No agent / Middle man / Liasoning agent or any entity in any name other than our authorized Indian Agent is involved in the process of procurement of goods and services against this TENDER. If subsequently at any stage, it is found that false certificate is given, we shall be liable for penal action.



- c. We have never been banned or de-listed or debarred or 'Put on Holiday' by any Government or quasi-Government agencies or PSUs.

OR

- d. We were banned/de-listed/debarred/'Put on Holiday' by the organization named "-----" for a period of year/s, effective from ----- to ----- for (the reasons to be mentioned).

Signature of Authorized signatory of Principal

Date & Seal of the firm



**Annexure 8 - Technical Proposal Document**  
(On the Partner's Letterhead)

**TENDER Ref. No.:**

**Date:**

To,

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

**Subject: Submission of Technical Proposal**

Dear Sir/Madam,

We, the undersigned, express our commitment to provide Systems Implementation solutions to RailTel Corporation of India Limited in response to your Request for Proposal dated [insert date] and our Proposal. Our submission comprises this Technical Bid and the Financial Bid, submitted separately.

We affirm that all information and statements in this Technical Bid are accurate, and we acknowledge that any misrepresentation may result in our disqualification.

If our Proposal is accepted, we commit to initiating the Implementation services related to the assignment no later than the date indicated in the Data sheet.

We agree to adhere to all the terms and conditions outlined in the tender document and confirm that the validity of our bid extends for 180 days, as specified in the tender document.

Furthermore, we declare that we are not insolvent, in receivership, bankrupt, or undergoing winding up. Our affairs are not administered by a court or a judicial officer, our business activities have not been suspended, and we are not subject to legal proceedings for any of the aforementioned reasons.

We acknowledge that RailTel Corporation of India Limited is not obligated to accept any Proposal received.

Yours sincerely,

(Seal & Signature of the Authorized signatory of the Partner)

**Name:**

**Designation:**

**Place:**

**Date:**



**Annexure-9: CONSORTIUM AGREEMENT / MEMORANDUM OF AGREEMENT**

(On Stamp Paper of appropriate value)

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

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

AND

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

AND

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

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

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

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

NOW THIS CONSORTIUM Agreement hereby WITNESSES:

- a. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the tender process for “(NAME OF WORK)” in terms of the tender invited by RailTel Corporation of India Ltd., (RCIL).

- b. That the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by RCIL for awarding the tender to the Consortium so that the Consortium may take up the
1. aforesaid “(NAME OF WORK)” in case the Consortium turns out to be the successful bidder in the bid being invited by RCIL for the said purpose.
  2. That the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfills the prequalification/eligibility criteria stipulated for a bidder, to participate in the bid for the said tender process for “(NAME OF WORK)”
  3. That the Consortium have agreed to nominate any one of , and as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as tender Application Form etc., Mandatory Information, Financial Bid. Etc., and such other documents as may be necessary for this purpose.
  4. That if any change in the membership of the Consortium be required to be made by the members of the Consortium, the same shall be done with the consent of RCIL subject to the conditions as may be stipulated by them in this regard.
  5. That in case to meet the requirements of bid documents or any other stipulations of RCIL, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.
  6. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.
  7. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project, if awarded to the Consortium, to meet the requirements and stipulations of RCIL.
  8. The consortium formed will not be subject to alteration with regard to change in constituting firms and/or reorientation of roles. Any changes, if proposed by Consortium to take advantage of certain developments during evaluation stage will render the bid liable to be REJECTED.
  9. All partners of the consortium shall be jointly and severally liable to RailTel for the execution of the entire contract in accordance with its terms.



10. Each Consortium member has minimum 20% contribution in the work and role/scope of each member is enclosed.
11. Power of Attorney by all members of the Consortium in favor of the Lead Member is also enclosed

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

1. ( )	2. ( )	3 ( )
Managing Director	Managing Director	Managing Director
For (Name of company)	For (Name of company)	For (Name of company)

WITNESSES:

- 1.
- 2.

Enclosure:

Board resolution of each of the Consortium Members authorizing:

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



**Annexure 10- Undertaking of Service Level Compliance**

**(On the Partner's Letterhead)**

TENDER Ref. No.:

Date:

To

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

Dear Sir/Madam,

Sub: Undertaking on Service Level Compliance

1. I/We as Implementing Agency do hereby undertake that we shall monitor, maintain, and comply with the service levels stated in the tender to provide quality service to **end customer of Railtel referred in this** tender.
2. However, if the proposed resources, Infrastructure and ICT components are found to be insufficient in meeting the tender and/or the service level requirements given by RCIL, then we will augment the same without any additional cost to RCIL.

Yours sincerely

(Seal & Signature of the Authorized signatory of the System Integrator)

Name:

Place:

Designation:

Date:



**Annexure 11 - Statement of No Deviation from Requirement Specifications  
(On the Partner's Letterhead)**

TENDER Ref. No.:

Date:

To,

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

Sir,

There are no technical deviations (null deviations) from the requirement specifications of tendered items and schedule of requirements. The entire work shall be performed as per your specifications and documents.

This is to certify that our proposed solution meets all the requirements of the tender including but not limited to Scope of Work, stated Project Outcomes (including SLAs), Business Requirements and Functional Specifications/ Requirements.

We further certify that our proposed solution meets, is equivalent or better than the minimum technical specifications as given in the tender.

We understand that the Bill of Quantity provided in the tender is indicative, we confirm that we have undertaken our own assessment to finalize the components and quantity.

In case, any item of hardware or software is found non-compliant at any stage during project implementation, it would be replaced with a fully compliant product/solution at no additional cost to end customer. In case of non-adherence of this activity, RCIL reserves the right to cancel the contract, in case the said Contract is awarded to us by RCIL.

We further confirm that our commercial proposal is for the entire scope of work, comprising all required components and our obligations, for meeting the scope of work.

Thanking you, Yours sincerely,

(Seal & Signature of the Authorized signatory of the System Integrator)

Name:

Place:

Designation:

Date:



**Annexure 12 - Commercial Proposal Document**

TENDER Ref. No.:

Date:

(Format for reporting commercials and mandatory letters that needs to be part of the commercial proposal document. Breakdown of cost mentioned, cost of each component, operating cost, employee cost, cost of operations and management, any other cost which the Partner feels.)

To

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

**Subject:** Submission of Commercial proposal

Reference: EOI No:

Dated:

We, the undersigned Partner, having read and examined in detail the EOI documents for “\_\_\_\_\_”. I / we do hereby propose to provide services as specified in the EOI documents number -----Dated <dd/mm/yy>

**1. PRICE PROPOSAL AND VALIDITY**

All the prices mentioned in our tender are in accordance with the terms as specified in the tender documents. All the prices and other terms and conditions of this tender are valid for a period of 90 days from PO date of end customer.

We hereby confirm that our tender prices include all taxes. However, all the taxes are quoted separately under relevant sections.

We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax in altercated under the law, we shall pay the same.

**2. UNIT RATES**

We have indicated in the relevant schedules enclosed the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

**3. DEVIATIONS**



We declare that all the services shall be performed strictly in accordance with the tender documents except for the variations and deviations, all of which have been detailed out exhaustively in the following statement, irrespective of whatever has been stated to the contrary anywhere else in our proposal. Further, we agree that additional conditions, if any, found in the tender documents, other than those stated in deviation schedule, shall not be given effect to.

**4. TENDER PRICING**

We further confirm that the prices stated in our proposal are in accordance with your Instruction to Partners included in tender documents.

**5. QUALIFYING DATA**

We confirm having submitted the information as required by you in your Instruction to Partners. In case you require any other further information/documentary proof in this regard before evaluation of our tender, we agree to furnish the same in time to your satisfaction.

**6. PROPOSAL PRICE**

We declare that our Proposal Price is for the entire scope of the work as specified in the Schedule of Requirements and tender documents.

**7. PERFORMANCE BANK GUARANTEE BOND**

We hereby declare that in case the contract is awarded to us, we shall submit the PBG in the form prescribed in Proforma of Bank Guarantee towards PBG. We hereby declare that our tender is made in good faith, without collusion or fraud and the information contained in the tender is true and correct to the best of our knowledge and belief. We understand that our tender is binding on us and that you are not bound to accept a tender you receive. We confirm that no Technical deviations are attached here with this commercial offer.

Yours sincerely,

(Seal & Signature of the Authorized signatory of the System Integrator)

Name:

Designation:

Place:

Date:

**Annexure 12-A – Price Bid Format**



**REFER PRICE BID FORMAT  
IN e-NIVIDA Portal**

**Annexure – 13 - Undertaking on Exit Management and Transition**

**(On the Partner's Letterhead)**

TENDER Ref. No:

Date:

**To,**

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

Dear Sir/Madam,

**Sub:** Undertaking on Exit Management and Transition

1. I/We hereby undertake that at the time of completion of our engagement with RCIL, either at the End of Contract or termination of Contract before planned Contract Period for any reason, we shall successfully carry out the exit management and transition of this Project to RCIL or to an agency identified by RCIL to the satisfaction of RCIL. I/We further undertake to complete the following as part of the Exit management and transition:
  - a. We undertake to complete the updating of all Project documents and other artefacts and handover the same to RCIL before transition.
  - b. We undertake to design standard operating procedures to manage system (including application and IT systems), document the same and train Customer personnel on the same.
  - c. If RCIL decides to take over the operations and maintenance of the Project on its own or identifies or selects any other agency for providing operations & maintenance services on this Project, then we shall provide necessary handholding and transition support, which shall include but not be limited to, conducting detailed walkthrough and demonstrations for the IT Infrastructure, handing over all relevant documentation, addressing the queries/clarifications of the new agency with respect to the working / performance levels of the ICT components , conducting Training sessions etc.
2. I/We also understand that the Exit management and transition will be considered complete on the basis of approval from RCIL.

Yours sincerely,

(Seal & Signature of the Authorized signatory of the System Integrator)

Name:

Place:

Designation:

Date



**Annexure 14: Declaration for Exclusivity of Participation**

EOI Ref No.

Date:

To,

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

**Sub: Exclusive pre- tender partnership arrangement with empaneled business associate of RailTel for participating in the end customer tender.**

We, M/s <Name and Address of Partner> will not submit directly or indirectly our bids and techno-commercial solution/association with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to end customer organization by RailTel).

**Note: This undertaking has to be given with this EOI Response.**

Yours sincerely,

(Seal & Signature of the Authorized signatory of the System Integrator)

Name:

Designation:

Place:

Date:

## **Annexure 15**

### **Integrity Pact Program**

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

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

Name of IEMs and contact details:

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

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

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

- b) If the order, with total value equal to or more than the threshold value, is split to more than one vendor and even if the value of PO placed on any/each vendor(s) is less than the threshold value, IP document having been signed by the vendors at bid stage itself, the Pact shall continue to be applicable.
- c) Partner of Indian origin shall submit the Integrity Pact (in 2 copies) on a non-judicial stamp paper of Rs. 100/- duly signed by the person signing the bid. If the partner is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.
- d) Partner of foreign origin may submit the Integrity Pact on its company's letterhead, duly signed by the person signing the bid.
- e) The 'Integrity Pact' shall be submitted by the Partner duly signed in all pages along with the Bid in a separate envelope, duly superscripted with 'Integrity Pact'. Response received without signed copy of the Integrity Pact document will be liable to be rejected. Proforma for signing the Integrity Pact is available in Annexure-15 of this EOI document.
- f) One copy of the Integrity Pact shall be retained by RailTel and the 2nd copy will be issued to the representative of the partner during bid opening. If the Partners representative is not present during the Bid opening, the 2<sup>nd</sup> copy shall be sent to the partner by post/courier.
- g) The Integrity Pact is applicable in this EOI vide CVC circular no. 10/05/09 dated 18.05.09 and revised guideline of CVC circular no. 015/VGL/091 dated 13.01.17 or the latest updated from time to time shall be followed.

**PROFORMA FOR “SIGNING THE INTEGRITY PACT”**

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

AND

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

**Preamble**

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

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the EOI 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 EOI 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 EOI process treat all Partner(s) with equity and reason. The Principal will in particular, before and during the EOI process, provide to all Partner(s) the same information and will not provide to any Partner(s) confidential/additional information through which the Partner(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 Partner(s) / Contractor(s)**

1. The Partner(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 EOI process and during the contract execution.
  - a. The Partner(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 EOI 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 EOI process or during the execution of the contract.
  - b. The Partner(s)/Contractor(s) will not enter with other Partners 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 Partner(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Partner(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 Partner(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the partner(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 Partner(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.
  - e. The Partner(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 Partner(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3: Disqualification from EOI process and exclusion from future contracts**

If the Partner(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 Partner(s)/Contractor(s) from the EOI 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 Partner(s) from the EOI 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 Partner 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 EOI process.
2. If the partner makes incorrect statement on this subject, he can be disqualified from the EOI process for action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

**Section 6: Equal treatment of all Partners / Contractors/Subcontractors.**

1. The Partner(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 partners, contractors and subcontractors.
3. The Principal will disqualify from the EOI process all partners who do not sign this Pact or violate its provisions.

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

If the Principal obtains knowledge of conduct of a Partner, Contractor or Subcontractor, or of an employee or a representative or an associate of a Partner, 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 Partner(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 Partner(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the CMD, RailTel within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to provided to Independent Directors on the RailTel Board.
8. If the Monitor has reported to the CMD, RailTel, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, RailTel has not, within the reasonable time taken visible action to proceed



against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word 'Monitor' would include both singular and plural.

**Section 9: Pact Duration**

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

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

**Section 10: Other Provisions**

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

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

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

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1:

(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2:

(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*