



रेलटेल कार्पोरेशन ऑफ इंडिया लिमिटेड (आर सी आई एल)

RailTel Corporation of India Limited (RCIL)

**Invitation for Expression of Interest for appointment Technical Advisor/Auditor
For**

"4G-LTE-R system in 523 RKM of Secunderabad division Of South Central Railway"

नियुक्ति के लिए रुचि की अभिव्यक्ति के लिए आमंत्रण तकनीकी सलाहकार /

"दक्षिण मध्य रेलवे के सिकंदराबाद डिवीजन के 523 आरकेएम में 4 जी-एलटीई-आर प्रणाली"

Electronic Eoi Document

Expression of Interest

Eoi No: - RailTel/SR/SC/2024-25/10/EOI for Technical advisor/Auditor Dt 28-06-2024

रुचि की अभिव्यक्ति

**ईओआई संख्या: - तकनीकी सलाहकार/लेखा परीक्षक के लिए रेलटेल/एसआर/एससी/2024-25/10/ईओआई
दिनांक 28-06-2024**

EXPRESSION OF INTEREST NOTICE

e-Eol No. RailTel/SR/SC/2024-25/10/EOI for Technical advisor/Auditor

RailTel Corporation of India Ltd. (RailTel) invites bids against e-Eol from Experienced **RailTel empanelled Business Associates** for appointment of technical advisor/Auditor for evaluation of KPI parameters for 4G-LTE-R system in 523 RKM of Secunderabad division Of South-Central Railway."

The details are as under: -

a)	Closing date for Submission of e-Bids	Up to 15 :00 hrs. of 19-07-2024
b)	Date of opening of E-Bids	Up to 15:30 hrs. of 19-07-2024
c)	Earnest Money Deposit (EMD) #	RS. 3,99,400.00 IN THE FORM OF BANK GUARANTEE /FIXED DEPOSIT AS PER FORMAT IN FORM-12 CHAPTER-6/ ONLINE PAYMENT. VALIDITY OF THE BG SHOULD BE MINIMUM 180 DAYS BEYOND THE EXPIRY OF VALIDITY OF BID
d)	Cost of Eol Document	Nil
e)	e-Eol portal for Submission of Bids	https://railtel.eNivida.com
h)	Place of Opening of Eol	The Office of Executive Director, RailTel Corporation of India Ltd., 1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road, opp. Shoppers Stop, Begumpet, Hyderabad- 500 016

Note:

1. The bidder shall bear all costs associated with the preparation, submission/participation in the bid. Purchaser in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process / बोलीदाता को बोली तैयार करने, पंुत करने/बोली मँभाग लेनेसेसंबंधित सभी लागतोंको वहन करना होगा। बोली पंुतिया के आचरण या पंुरणाम की परवाह िकए िबना इन लागतों के िलए खरीदार िकसी भी तरह सेजिेदार या उठेेदायी नहींहोगा

2. No EMD exemption for this Eol. Offers not accompanied with EMD shall be summarily REJECTED. इस ईओआई के लिए कोई ईएमडी छूट नहीं। ईएमडी के साथ नहीं आने वाले प्रस्तावों को सरसरी तौर पर अस्वीकार कर दिया जाएगा

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

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

Sd/
GGM/Mktg/RCIL/SC
RailTel Corporation of India Limited, Begumpet, Hyderabad
रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड

CHAPTER-1: OFFER LETTER

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

Ref: **e-Eoi No. RailTel/SR/SC/2024-25/10/EOI for Technical advisor/Auditor dt 28-06-2024 for**
 “appointment of technical advisor/Auditor for evaluation of KPI parameters for 4G-LTE-R system in
 523 RKM of Secunderabad division Of South Central Railway”

1. I/We _____ have read all the conditions detailed in Eoi documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this offer open for acceptance for a period of 180 days from the date of submission and in default thereof, I/We will be liable for face action. I/We offer to do the work at the rates quoted in the attached schedules and hereby bind myself/ ourselves to complete the work of subject Eoi within timelines from the date of issue of LOA. I/We also hereby agree to abide by all the Conditions of Eoi/Contract/ tender and to carry out the supplies/services according to the Specifications for items/materials and works laid down by RailTel.

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

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

or

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

or

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

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

SIGNATURE OF BIDDER (S)

Date

SIGNATURE OF WITNESS

BIDDER (S) ADDRESS

1.

2.

CHAPTER-3: SCOPE OF WORK AND TECHNICAL REQUIREMENTS

3.A. Introduction

3.A.1 About RailTel

RailTel Corporation of India Limited (RailTel), an ISO-9001:2000 organization is a Government of India undertaking under the Ministry of Railways. The Corporation was formed in Sept 2000 with the objectives to create nationwide Broadband Telecom and Multimedia Network in all parts of the country, to modernize Train Control Operations and Safety System of Indian Railways and to contribute to realization of goals and objective of national telecom policy 1999.

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

In addition, RailTel with its rich experience in the domain of Telecom and ICT field have been selected for implementation of various mission-mode Govt. projects in the telecom field including National Optical Fibre Network (NOFN), National Knowledge Network (NKN) and NE-I & NE-II under USOF/DoT and 4G LTE network for Indian Railways etc.

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

3.A.1.1 Scope of Work

RailTel intends to appoint experienced technical advisor/auditor for performance monitoring and control for entire 4G LTE -R system in 523 kms of Secunderabad division in South central Railway.

Scope of Technical Adviser

SL NO	Responsibility
1	RF, Core, Infra and Transport Network KPI Audit.
2	Suggest LTE Network architecture, Network Design inputs & Planning inputs.
3	Suggest Network audit and Optimization inputs
4	OEM's of Radio, Core and Transport network raised issues study and providing Inputs
5	Review with Respective OEM's for project progress every 15 days
6	Understanding of Railways LTE requirements, Suggest inputs to OEM's
7	Suggest maintenance mechanism in present scenario
8	Suggest core location requirements
9	Suggest NOC setup
10	Any other minor items as per SCR requirement

- The successful bidder shall carry out the RF, transport, infra network KPI audit as per and when sites are ready
- The successful bidder will provide inputs to respective OEMs and keep RailTel updated in case of requirement for modification/change in network for optimized performance of the system.
- The successful bidder will take up KPI audit of individual sites within 15 days of readiness of sites and final KPI audit will be taken up after all sites in each block sections till overall optimized performance is achieved.
- The successful bidder will carry out KPI audit of EPC core in coordination with the OEM of EPC provider. SCR will advise EPC OEM to arrange all required tools and plants for the KPI audit of EPC core
- The successful bidder will conduct meeting with all OEMs and review the progress on Projects once in 15 Days after being appointed as auditor. The progress of activities like installation of e-Node-B, BBU and PSU and laying of Power and CPRI cable from Tower to OD Box below tower for each location will be monitored and submit a report to SCR once in every 15 days.
- The successful bidder will suggest the requirement of hardwares and software on EPC core in consultation with EPC core provider for optimized performance of entire 4G LTE-R (523 kms).
- The successful bidder will address resolution of issues raised by OEMs time to time in co-ordination with all stake holders of the project and convey the Railways requirement to OEMs.
- The successful bidder will devise a maintenance mechanism so as to achieve an improved SLA of 99.5% or above for the entire 523 kms 4G LTE network.
- The successful bidder will suggest the hardware, software, infrastructure and manpower requirements for effective functioning of the NOC for entire network of 523 kms 4G LTE-R.
- The site IDs mentioned in Annexure-I are tentative. SCR/RCIL reserves the right to add delete or modify the requirement of site IDs based on actual requirement.

CHAPTER- 4A: COMMERCIAL TERMS & CONDITIONS

4.A.1 Offer letter and Validity of offer

180 days from the date of opening of bid.

4.A.5 Project Deployment

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

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

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

4.A.6 Payment Terms

4.A.6.1 Payment Terms for Capex Items:

The payment terms will be on back-to-back basis for consulting services as mentioned in SOR on receipt of payment from south central Railway and invoice to be raised on quarterly basis after completion of service period.

Document

Accounting unit/bill passing unit for the services under SOR is Executive Director/SR. Bills to be submitted to the authorized representative of Executive Director/SR for certification, for passing for payment.

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

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

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

The Buyer also reserves the right to forfeit the Security Deposit of the seller during the delivery phase in the event the Consultant is unable to meet contractual obligations. 5% amount will be recovered from each running on account bill till 5% of agreement value is achieved. EMD amount will be adjusted in Security deposit. In case FD /online payment and EMD amount for remaining amount totaling to 5% of agreement value made by the bidder- there will be no 5% retention money recovery from running on account bill.

S.D will be released after completion of all works on certification of authorized representative of RailTel & SCR.

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

As per the tender document attached.

This bank guarantee should be submitted should be 5% of the total agreement value and to be submitted within 30 days from the date of appointment as Technical advisor/auditor. The Bank Guarantee shall remain valid till one month after the date of completion of 4G LTE works (i.e. 3 years from the appointed date as Network auditor of 4G LTE network).

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

- a. The successful fails to achieve the performance as stipulated in this tender document or
- b. The successful bidder fails to provide the tools, experienced manpower for taking up the audit work within a month of advise by RailTel/SCR/.
- c. PBG will be released after 02 month of completion of work i.e after completion of all works.

4.A.8 Verification of BG for SD/PBG –

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

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

4.A.9. Taxes & Duties

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

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

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

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

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

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

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

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

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

may be applicable. However, if the rates are reduced after the last stipulated date for receipt of EOI, bidder has to pass on the benefits to RailTel.

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

4.A.11. Manpower Support

The Technical advisor/Auditor will employ experienced manpower for conducting audit and KPI's validation as per requirement and instructions of SCR towards achievement of end objectives. No additional payment will be made towards manpower except the SoR.

4.A.12 Insurance

The Technical advisor/auditor shall take out and keep in force a policy or policies of insurance against all liabilities of the Bidder or the Purchaser at common law or under any statute in respect of accidents to persons who shall be employed by the bidder in or around the site for the purpose of carrying out the works on the site. The Bidder shall also take out and keep in force a policy or policies of Insurance against all recognized risks to their offices and depots. Such insurance shall in all respects be to the approval of the Purchaser and if he so requires, in his name.

The Bidder 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 Bidder or the Purchaser. The bidder 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 until such material are provisionally handed over to RailTel. The goods will be issued by purchaser to supplier and risk of goods shall remain with supplier until the issue of final acceptance by RailTel/ SCR/RDSO. Insurance policy has to be kept valid by the bidder till issue of final acceptance by South central Railway/RDSO.

The Bidder should also ensure the stores brought to site, against risks in consequence of war and invasion, as required under the Emergency Risk (Goods) Insurance Act in force from time to time.

4.A.13 Liquidated Damages

Liquidated damage shall be 0.1% of total value of work /week subject maximum of 5% if the work is not taken up as per schedule given by SCR.

4.A. 14 Qualification Criteria

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

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

4.A.21 Eligibility Criteria Requirements for Bidders:

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

S N o.	Parameter	Eligibility Criteria	Supporting Documents to be Submitted	Compliance (Yes/No)
A	Empanelment	Bidder must be empaneled with RailTel as business associate.	Copy of Empanelment letter	
B	Financial Conditions			
1	General	The company must have: I. registered under Companies Act, 1956 or Companies Act 2013 or as amended and should have at least 3 years of operations in India as on bid submission date. II. Been registered with GST.	I. Certificate of Incorporation II. Copy of PAN Card. III. Copy of GST registration certificate. IV. Copy of ITR filed for one year 2022-23.	
2	Turnover	The bidder must have an annual turnover of 150% of SoR Value of EoI. or more during the last three financial years (F.Y. 2023-24, 2022-23 and 2021-22) & current FY. Note: For START-UPS 50% turn over criteria is applicable, The bidder has to provide supporting documents such as recognition of firm by DPITT in support of start-ups.	Turn over Certificate issued by the Chartered Accountant. Certificate should contain UDIN no. issued by ICAI or Audited Balance sheet with P&L statements. For start-ups, letter from DPITT is required.	
3	Positive Net worth	Bidder should also have a positive net worth in the last financial years (F.Y. 2023-24)	Positive Net Worth and Profitability Certificate issued by the CA for the one year (FY 2023-24) Certificate should contain UDIN no. issued by ICAI	
4	EMD	EMD of Rs.3,99,400/- (Rs Three lakh Ninty nine thousand four hundred only) in the form of Bank Guarantee. Validity of the BG should be 180 days from the Last Date of submission of EOI.	Physical Copy of BG /Fixed Deposit/ Online payment should be submitted before opening date as defined in EoI document.	

C	Technical			
1	General	Power of Attorney	Power of Attorney and Board Resolution in favor of one of its employees who will sign the Bid Documents.	
2	Experience	<p>The bidder must have</p> <ol style="list-style-type: none"> 1. Hand on Experience in LTE network 2. 20+ Year of Experience in Telecom Domain. 3. 20+ Year working experience in any of the Telecom operator in India 4. Good knowledge on Core, Radio, Transport and Infra network 5. Experience letter regarding undertaking Desktop RF survey and planning or conducting Network Audit, issued by Govt/{PSU/Reputed telecom service provider in terms of Form-9 to be enclosed. 6. The cumulative executed value of similar works as mentioned in Sl. No. 5 should be 20% of the Eoi value in last 3 financial years (2021-22, 2022-23,2023-24) and current financial year. 	Proof of experience letter from Reputed Telecom service Provider in Form-9 to be submitted.	
3	Not be black-listed	The bidder including Sub bidders should not have been black listed currently by Central Govt./State Govt./CPSU in India or anywhere globally by Government for security reasons.	Self-Declaration by the Bidder on Company's letter head	
4	Technical Manpower	Bidder should have more than 05 Technical Manpower on their payroll for carrying out the network audit	Self-Certification from authorized /HR Head of the organization.	

4.A.22 Eligibility Credentials and Verification

The bidder is required to submit purchase order and satisfactory working/implementation certificate issued by the user/customer as per Form -9. Purchase orders without relevant organization's confirmation through a credential letter will not be considered as implementation certificate from the client.

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

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

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

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

4.A.23 RailTel Reserves the right:

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

4.A.25 Evaluation of Offer

The bids will be evaluated in two steps-

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

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

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

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

4.A.31 Earnest Money Deposit (EMD)

All the bidders shall submit EMD in the form of online [payment/FD/Bank Guarantee (BG) as per form-12 Chapter 6 from a Nationalized/ Schedule bank, Scan copy of BG shall be submitted online through E-Nivida Portal. Physical copy of the BG/FD should reach the office of Executive Director/ Southern Region, Secunderabad on or before the Date specified in BDS.

Action will be taken if a bidder withdraws his offer or modifies the terms and conditions of the offer during validity period and in the case of a successful bidder, if the bidder fails to accept the Purchase order/LOA and fails to furnish performance bank guarantee (security deposit) in accordance with clause 4.A.7. No EMD exemption for this EoI.

Offers not accompanied with EMD shall be summarily **REJECTED**.

4.A.33 Offer/ Bid Prices

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

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

4.A.34 NIL Deviation

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

4.A.35 Inspection

Deleted

4.A.36 Force Majeure

If during the Agreement, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason beyond the control of the parties including war, hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not

limited to the establishments and facilities of the parties), fire, floods, earthquakes, natural calamities or any act of GOD (hereinafter referred to as EVENTS), provided notice of happenings of any such EVENT is given by the affected party to the other, within twenty one (21) days from date of occurrence thereof, neither party shall have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided service under this Agreement shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.

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

4.A.37 Settlement of Disputes/Arbitration

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

4.A.38 Governing Laws

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

4.A.39 Indemnity by Bidders

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

4.A.40 Termination for Default

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

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

4.A.41 Risk, Cost & Ownership

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

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

4.A.42. Termination for Insolvency

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

4.A.43 Rates During Negotiation

The purchaser may call the bidder for the negotiation for reducing the rates. During negotiation the bidder/s shall not increase his/their quoted rates including payment terms in case RailTel negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the bidder/s.

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

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

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

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

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

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

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

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

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

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

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

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

4.A.46 Opening of EoI

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

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

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

4.A.48 Errors, Omissions & Discrepancies

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

4.A.49 Wrong Information by bidder

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

4.A.50 Limitation of Liability:

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

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

4.A.51 Integrity Pact Program

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

4.A.52. Preference to Domestic Manufacturers

Deleted

4.A.53 Sanctions

RailTel shall impose sanction of bidder/successful bidder for not fulfilling LC in accordance with the value mentioned in certificate of LC.

The sanctions may be in the form of written warning, financial penalty and blacklisting.

If the bidder does not fulfill the obligation after the expiration of the period specified in such warning. RailTel shall initiate action for blacklisting such bidder/successful bidder.

4.A.54 Make in India

Deleted

4.A.55 Contract Agreement

On completion of the selection process, RailTel will enter into a contract agreement with the selected bidder(s). The contract entered with RailTel would be operated by RailTel. The

Contract Agreement shall be entered by RailTel only after submission of valid Performance Guarantee by the successful bidder. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the EOI. In such cases RailTel may determine that such Bidder has abandoned the contract and there upon his EOI and acceptance thereof shall be treated as cancelled and RailTel shall be entitled to take action and to forfeit other dues payable to the Bidder under this contract. The failed Bidder shall be debarred from participating in the re-EOI for that work.

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

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

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

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

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

4.A.57 Completion of works; Completion period for the work is 3 years from the date of issue of LOA).However, the period of completion is indicative only. Purchaser reserves right to extend/ curtail/pause in between the period of completion of this EOI according to actual progress of works and SCR requirements. For any such extension/curtailment /pause, 3 months advance notice will be issued.

CHAPTER- 4B: INSTRUCTIONS TO THE BIDDERS

4.B.0 General

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

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

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

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

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

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

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

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

4.B.2.1. EoI Bidding Methodology:

Bidder has to submit single packet of the bid (

Helpdesk

Please visit Helpdesk section on RailTel E-Nivida Portal.

RailTel Contact-I (for general Information)

As mentioned in BDS (Chapter-5)

RailTel Contact-II (for general Information)

As mentioned in BDS (Chapter-5)

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

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

Broad outline of submissions are as follows:

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

NOTE:

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

4.B.3. Online Submissions:

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

- a) Scan copy of EMD (in the form of BG) /Fixed deposit receipt/online payment to be submitted online **through E-Nivida Portal**.
- b) Integrity pact to be submitted as per Clause 4.A.51 (Form No. 5, Chapter-6). Original copies are needed to be submitted by the successful bidder before issuance of LOA(if applicable).
- c) Constitution of Firm and Power of attorney to be submitted online as per Clause 4.A.45. Original copy is needed to be submitted by the successful bidder before issuance of LOA.
- d) System Performance Guarantee (Form No. 2, Chapter-6). Original copy is needed to be submitted by the successful bidder within 15 days of issuance of LoA..
- e) Affidavit (Form No. 4 Chapter-6). Original copy is needed to be submitted by the successful bidder before issuance of LOA.
- f) All forms from 1 to 16 as applicable
- g) Deleted.

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

4.B.4 Submission of Eligibility Criteria related documents

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

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

4.B.5 Preparation of Bids

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

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

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

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

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

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

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

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

4.B.10 Addenda / Corrigenda:

Addenda / Corrigenda to the EoI documents may be issued by RailTel prior to the date of opening of the EoIs, to clarify or reflect modifications in the contract terms and conditions or in the design. Such addendum/corrigendum shall be available on e-Nivida and RailTel website. Bidders who are unable or unwilling to bring their EoIs to conform to the requirements of RailTel are liable to be **REJECTED**.

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

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

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

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

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

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

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

4.B.13 Undertakings to be submitted by OEM

The Bidder shall submit undertakings from OEMs of following items. The undertaking shall be as per form 14.

CHAPTER- 5: BID DATA SHEET (BDS)

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

Clause	Description
Clause 4.A.1, Chapter-4-A,	Validity of offer Validity: The offers submitted shall be valid for a period of 180 days from the date of opening of EoI.
Clause 4.A.2, Chapter-4-A,	Warranty Deleted
Clause 4.A.5, Chapter-4-A,	Delivery/Implementation Timelines In accordance with the delivery of 4G-LTE project for 523 kms of Secunderabad division of South Central railway.
Clause 4.A.5.7, Chapter-4-A,	Billing Address: The Executive Director RailTel Corporation of India Ltd., 1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road, Opp. Shoppers Stop, Begumpet, Hyderabad- 500 016 Fax: +91-40-27820682, Tel: +91-40-27788000
Clause 4.A.21, Chapter-4-A,	Eligibility Criteria Requirements for Empaneled Business Associates Financial Eligibility As per the Clause mentioned in Eligibility Criteria Requirements for Bidders Technical Eligibility As per the Clause mentioned in Eligibility Criteria Requirements for Bidders
Clause 4.A.28, Chapter-4-A,	Purchaser's Right to Vary Quantities
Clause 4. A.31	EMD As per EoI notice. Soft Copy of EMD in the form of BG/FD online of Rs.3,99,400/- line through E-Nivida Portal. Physical copy of EMD in the form of BG/FD must be submitted within 2 days of Last Date of Submission of Bid.
Clause 4.A.44, Chapter-4-A,	Last Date of Submission of Offer (Online) Date:19-07-2024 (Last Date of uploading of the EoI document on E-Nivida Portal) Time: 15:00 hours

Clause	Description
	Date of Opening of EoI (Online) Date: 19-07-2024(Date of bid opening on E-Nivida Portal) Time: 15:30 hours
Clause 4.B.2.1, Chapter-4-B,	RailTel Contact-I (for general Information) Sh. J.k Mishra, Jt.GM/(project) Tel: +91-40-27788000, Ext:536 Mobile : 9008095405 Email ID :jkmishra@railtelindia.com RailTel Contact-II (for general Information) RailTel's Contact Officer Sh. Nitin Prakash Tel: +91-40-27788000, Ext:552 Mobile: +919281145270 Email ID: prakash.nitin@railtelindia.com
Chapter-1, Chapter-6, Regional Address,	The Executive Director RailTel Corporation of India Ltd., 1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road, Opp. Shoppers Stop, Begumpet, Hyderabad- 500 016 E-mail ID: kmr@railtelindia.com

Note:

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

Schedule Of Requirement

Eoi No. RailTel/SR/SC/2024-25/10/EOI for Technical advisor/Auditor dt 28-06-2024 for

“appointment of technical advisor/Auditor for evaluation of KPI parameters for 4G-LTE-R system in 523 RKM of Secunderabad division Of South-Central Railway”

SI No	Description	Amount/Month	Total Month	Total amount In Rs.
1	Network audit/Expertise consultancy services	3,50,000.00	36	1,26,00,000.00
2	Vehicle allowance (To be billed as per actuals)	30,000.00	36	10,80,000.00
3	Travelling allowance of staff (To be billed as per actuals)	15,000.00	36	5,40,000.00
4	Engineer for Supervision, monitoring and co-ordination for execution	75,000	36	27,00,000.00
			Total	1,69,20,000.00
			GST@18%	30,45,600.00
		Grand Total		1,99,65,600.00
	Bidder's all-inclusive percentage Above/ below the Grand Total (+/-)			To be filled in e-Nivida online portal only
	Final Quoted all-inclusive Price (In words)			

Note: List of locations (tentative) are enclosed at Annexure-A

Signature of bidder with seal

Annexure-A**Site locations between Secunderabad- Raghunathpalley**

S.No.	Station name / Site ID	Longitude	Latitude	OHE Mast Number
1	Secunderabad	17.434134	78.506736	Station (194/36)
2	Lallaguda Loco shed	17.4381	78.5269	196/16-18
3	LGD-MLY NS1-PACS	17.433615	78.536623	Scrap Depo(197/29-197/31)
4	Moula Ali -PACS	17.442115	78.551163	199/18-20
5	Chandrapuri Colony,Mallapur-NP1	17.448216	78.586827	203/21-203/23
6	Charlapalli	17.460022	78.60931	206/10-12
7	CHZ-GT NS1-PACS	17.453996	78.636926	209/18-20
8	Yamnabet Fly over	17.454384	78.660366	211/36-30
9	Ghatkesar	17.452514	78.677031	213/31-33
10	LC 17	17.453615	78.7007	216/8-10
11	Tool Box Hut	17.4527	78.7269	219/2-4
12	UP IB (GT-BN)	17.462749	78.746722	221/19-21
13	LC 20	17.468123	78.762055	223/8-10
14	Bibinagar	17.470212	78.793956	226/25-27
15	Pagidipalli	17.470212	78.793956	229/43-229/44
16	Pagdipalli- -Bhongiri IB	17.490658	78.840053	232/6-2
17	PGDP-BG IB	17.5134	78.8585	235/10-12
18	PGDP-BG NS2-GVS	17.52397	78.88038	237/34-36
19	Bhongir-	17.52338	78.89736	239/31-29
20	BG-WP NS1-GVS	17.53611	78.911347	241/28-30
21	BG-WP IB	17.55510278	78.924644	244/18-16

22	BG-WP NS2-GVS	17.551277	78.954005	247/27-26
23	BG-WP NS3-GVS	17.566405	78.9673305	249/26-24
24	Wangapalli	17.5804238	78.984566	252/7-5
25	WP-ALER IB	17.72687778	79.001875	256/16-14
26	WP-ALER NS1-GVS	17.638528	79.031017	260/20-22
27	Aler	17.645874	79.049996	262/31-33
28	ALER-PBP NS1-GVS	17.654696	79.067517	264/34F-264/34
29	ALER-PBP IB	17.66847	79.086105	267/14-16
30	Pembarti	17.691621	79.116595	271/21-23
31	PBP-ZN NS1-GVS	17.710606	79.137904	274/20-22
32	Jangaon-	17.724518	79.1548	276/39-277/1
33	ZN-RGP NS1-GVS	17.73055289	79.17294104	278/35-279/1
34	ZN-RGP IB-	17.7368	79.205	282/19-21
35	ZN-RGP NS2-GVS	17.744659	79.241084	286/17-19
36	Raghunathpalli-	17.756592	79.256546	288/23-25

Site locations between Gollaguda- Sulehally

S.No.	Station name / Site ID	Longitude	Latitude	OHE Mast Number
1	Gullaguda station	17.41732	78.032951	128/30-32
	Gullaguda station	17.4171	78.0322	128/26-28
2	GGD-CTF NS1-PACS	17.405272	78.000594	124/29-125/1
	Site-2 Mid Section (GGD - CTF) Preferred location by RCIL/PACS	17.40608	78.00101	125/2-4
3	Chittigidda			121/40-42
4	Site 3 Mid section 1	17.39328	77.970972	121/27-29
5	Site 4 Mid section 2	17.375975	77.93817	117/15-17
6	Site 5 Mid section 3	17.363511	77.919059	115/3-5
7	Site 6 Mid section 4	17.343849	77.910701	112/36-34
8	Vikarabad	17.33295	77.91034	111/7-8
9	Vikarabad-Godmgura NS_1/2	17.2971	77.9026	1/14-15
10	Godamura 1	17.2902	77.8662	
11	Godamgura - IB HUT - NS2	17.2839	77.8411	3/3-4
12	Godamgura - IB HUT - Backupsite_1	17.2705	77.8525	6/9-10
13	IB Hut 1	17.2904	77.8094	
14	IB HUT - Dharur - NS3	17.2767	77.7825	10/7-8
15	Dharur 1	17.2891	77.7583	
16	Darur - Rukmapur - NS4	17.2866	77.7285	13/14-15
14	Darur - Rukmapur - Backupsite_2	17.2834	77.7028	18/2-3
15	Rukmapur- 1	17.2764	77.681	
16	B_IB	17.260128	77.6445014	77/2-4
17	TDU-RMY NS2 (LC 15E , RUB)-GVS	17.250156	77.6182443	74/1-3
18	Tandur	17.251267	77.5855716	Station

19	MVH-TDU NS1 (LC 12E , 67/24-26)-GVS	17.247706	77.5609741	67/25-27
20	MVH-TDU NS2-GVS(New site 4)	17.24151	77.5390453	65/15-17
21	Mantatti-GVS	17.227133	77.5102632	61/35-37
22	NAW-MVH NS1-(New site 3)	17.228527	77.4843343	59/6-8
23	LV9E	17.221692	77.4483116	55/12-14
24	Nawandgi-	17.216488	77.42827	
25	KQT-NAW NS1(New site 2)	17.209103	77.406491	50/20-22
26	KQT-NAW NS2-GVS(New site 1)	17.198036	77.3781842	47/11-13
27	Kurgunta-	17.19219	77.360126	Station
289	Site 8 Mide section 2	17.184300	77.333100	42/12-14
29	Site 7 Mides ection 1	17.183703	77.310831	40/0-2
30	Sedam	17.180863	77.286045	37/11-13
31	Site 6 mid section 3 (MQR-SEM)	17.160770	77.244899	32/22-24
	Site 6 mid section 3 (MQR-SEM)	17.167600	77.247300	32/29-31
32	Site 5 mid section 2 (MQR-SEM)	17.166923	77.244973	30 / 20-24
33	Site 4 mid section 1 (MQR-SEM)	17.167077	77.244899	28/12-14
34	Malkhaid Road	17.147621	77.175355	24/34-36
35	Site 3 Mid section 2 CT-MQR)	17.132799	77.140677	20/28-30
36	Site 2 Mid section 1(CT-MQR)	17.129056	77.118723	18/15-17
37	Chittapur	17.120238	77.09067	Sta- tion(15/10-12)
38	Site 1 bet SUH- CT	17.098265	77.068781	11/27-29
39	Sulehalli	17.080173	77.053006	Station

Site locations between Vikarabad- parli

S.No.	Station name / Site ID	Longitude	Latitude	OHE Mast Number
1	Site 7 LC2	17.32728	77.903349	1/14-1/15
2	Site-8 LC-4E	17.339198	77.89882	3/3-4
3	Site-9 Near RUB between (LC-4 & LC-8C)	17.369715	77.902076	6/9-10
4	Site -10, LC-8C	17.402981	77.896047	10/7-8
5	Site-11 Midsection-1 (LC-8 & LC-9)	17.431937	77.883818	13/14-15
6	Site-12 Midsection-1 (LC-9 & LC-12)	17.464946	77.89763	18/2-3
7	Site 13,LC-12	17.482775	77.875187	21/12-13
8	Sadashivpet Road			21/15-16
9	site 1Midsection 1(SSPD-MRF)	17.48948	77.85104	24/2-3
10	site 2Midsection 2(SSPD-MRF)	17.5074	77.8343	27/1-2
11	site 3Midsection 4(SSPD-MRF)	17.52231	77.83205	28/15-16
12	site 4Midsection 5(SSPD-MRF)	17.5275	77.80910	31/5-6
13	Site 5 RUB55A	17.5340	77.7946	32/15-33/1
14	Marpalli	17.54588	77.77183	35/13-14
15	Site 6 LC 20	17.5611	77.7486	38/11-12
16	MRF-KOHR NS2, LTTS Site8	17.57608	77.73516	40/17-41/01
17	LTTS Site 9	17.59688	77.7207	43/9-43/10
18	Kohir, LTTS Site10	17.60684	77.71141	45/9-45/10
19	LTTS site 11(KOHR-ZB)	17.6239	77.69199	48/5-6
20	LTTS site 12(KOHR-ZB)	17.64146	77.68273	50/9-10
21	LTTS site 13(KOHR-ZB)	17.656467	77.668894	52/11-12

22	LTTS site 14(KOHR-ZB)	17.664476	77.649096	54/14-55/1
23	LTTS site 15 (KOHR-ZB)	17.67077	77.63043	57/2-3
24	Zaheerabad	17.675906	77.611062	59/4-5
25	ZB-MTV MS1	17.68484	77.594531	61/8-9
26	ZB-MTV NS2	17.69615	77.58466	63/1-2
27	ZB-MTV NS3	17.712254	77.578424	64/14-15
28	ZB-MTV NS4	17.730187	77.573418	66/15-67/1
29	ZB-MTV NS5	17.754706	77.668384	69/11-12
30	Mataalkunta	17.772647	77.560714	71/14,71/15
31	MTV-BIDR NS1	17.792482	77.55118	74/3,74/4
32	MTV-BIDR NS2	17.81354	77.542763	76/11-12
33	MTV-BIDR NS3	17.831633	77.530509	79/2-3
34	MTV-BIDR NS4	17.855633	77.529138	81/19-20
35	MTV-BIDR NS5	17.872805	77.539905	84/2-3
36	MTV-BIDR NS5 (LC 41, 85/9-10)	17.887561	77.54613	85/21-20
37	MTV-BIDR NS6	17.891269	77.545052	86/6-7
38	MTV-BIDR NS7	17.905368	77.538384	88/3-4
39	MTV-BIDR NS8	17.905648	77.53288	88/17-18
40	Bidar	17.91235	77.514869	90/20-21
41	BIDR-KHNP NS1	17.91643	77.504388	92/4-5
42	BIDR-KHNP NS2	17.925225	77.488583	94/3-4
43	BIDR-KHNP NS3 (Closed LC 48)	17.924556	77.468943	96/6-7
44	BIDR-KHNP NS4	17.931474	77.443843	99/4-5

45	BIDR-KHNP NS5	17.934743	77.416981	102/2-3
46	Khanapur	17.941042	77.387453	105/7-8
47	KHNP-HBU NS1	17.950106	77.360209	108/17-18
48	KHNP-HBU NS2	17.965174	77.362472	110/15-16
49	Halbarga	17.9746	77.340032	113/6-7
50	HBU-BHLK NS1	17.985217	77.316598	116/10-11
51	HBU-BHLK NS2	18.004099	77.279645	121/2-3
52	HBU-BHLK NS3	18.017411	77.260814	123/10-11
53		18.030052	77.243456	125/15-126/1
54	Bhalki			128/9-10
55	BHLK-KCP NS1	18.068	77.21	131/7-8
56	BHLK-KCP NS2	18.081	77.196	133/8-9
57	BHLK-KCP NS3 (LC 71, 137/3-4)	18.108	77.19	137/2-3
58	BHLK-KCP NS4	18.126	77.193	139/4-5
59	Kalgupur			
60	KCP-KMNR NS1 (LC 74, 144/3-4)	18.171	77.189	144/4-5
61	KCP-KMNR NS2	18.208	77.191	148/8-9
62	KCP-KMNR NS3 (LC 75, 148/16-17)	18.212	77.192	148/18-19
63	Kamalnagar	18.24044	77.17829	152/9-10
64	KMNR-UDGR NS1	18.278365	77.179948	156/19-20
65	KMNR-UDGR NS2	18.310843	77.16799	160/11-12
66	KMNR-UDGR (LC 80, 165/11-12)	18.349066	77.142273	165/11-12
67	KMNR-UDGR NS3	18.362961	77.132832	167/10-11

68	KMNR-UDGR NS4	18.381028	77.118814	170/2-3
69	Udgir	18.3908429	77.11052553	171/8-9
70	UDGR-HER NS1	18.402755	77.096236	173/10-11
71	UDGR-HER NS2	18.417066	77.070346	176/10-11
72	UDGR-HER NS3	18.428709	77.037932	180/10-11
73	UDGR-HER NS4 (Kumta)	18.419677	77.00474	184/5-6
74	Her	18.426479	76.970925	188/2-3
75	HER-CKX (Ambika Rohina)	18.442274N	76.944251E	191/8-9
76	HER-CKX MS1	18.452946N	76.923544E	194/1-2
77	HER-CKX MS2	18.4744N	76.903444E	197/4-5
78	Chakur	18.487639N	76.884383E	199/11-12
79	CKX-LTRR MS Site 4	18.4980366N	76.86221E	202/6-7(Site changed from RH to LH)
80	Latur Road	18.506741N	76.845381E	204/6-7
81	Site 5 Latur Road-Wadwal MS	18.520877N	76.827008E	206/13-14
82	Site 6 Latur Road-Wadwal MS	18.52090N	76.82711 E	209/2-3
83	Site 1(Wadwal-nagnath janwakl Mid section1)	18.545384N	76.796237E	211/4-3
84	Site 2(Wadwal-nagnath janwakl Mid section2)	18.55601	76.772117	213/16-214/1
85	Janwal	18.5589	76.75512	Sta- tion(215/21-216/1)
86	Site 3 - janwal-Karepur Mid section 1	18.55865	76.72836	218/15-219/1
87	Site 3 - janwal-Karepur Mid section 2	18.57127	76.70493	221/13-12(Site changed from RH to LH)
88	Site 5 - Karepur	18.58751	76.683715	224/11-12
89	Site 6- Karepur-Pangaon Midsection	18.6104	76.6597	228/6-7

90	Pangaon	18.63477	76.6356	Station(232/1-232/1)
91	PNF-GTU MS1	18.6562	76.6139	235/6-7
92	PNF-GTU MS2	18.6824	76.5915	239/1-2
93	PNF-GTU MS3	18.6969	76.58145	241/1-240/16
94	Ghatnandur	18.723625	76.563961	244/8-244/9

CHAPTER- 6: FORM (S)/PROFORMA (S)**Form No. 1 - PROFORMA FOR “PERFORMANCE BANK GUARANTEE BOND (PBG)”
(To be stamped in accordance with stamp act)*****PROFORMA OF BANK GUARANTEE***

(To be submitted by the vendor for claiming payment)

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

BANK GUARANTEE NO:

DATE:

Dear Sir(S)

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

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

The conditions of this order provide that the vendor shall,

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

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

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

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

RAILTEL shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other undertaking of security in respect of the suppliers obligations and / or liabilities under or in connection with the said contract or to vary the terms vis-a – vis the supplier or the said contract or to grant time and or indulgence to the supplier or to reduce or to increase or otherwise vary the prices or the total contract value or to forebear from enforcement of all or any of the obligations of the supplier under the said contract and/or the remedies of RAILTEL under any security now, or hereafter held by RAILTEL and no such dealing(s) with the supplier or release or forbearance whatsoever shall have the effect of releasing the bank from its full liability of RAILTEL hereunder or of prejudicing right of RAILTEL against the bank.

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

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

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

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

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

The amount stated in any notice of demand addressed by RAILTEL to the Bank as claimed by RAILTEL from the supplier or as suffered or incurred by RAILTEL on the account of any losses or damages or costs, charges and/or expenses shall as between the Bank and RAILTEL be conclusive of the amount so claimed or liable to

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

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

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

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

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

Your right to recover the said sum of Rs. _____/- (Rupees

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

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

Our liability under this guarantee is restricted to Rs. _____/- (Rupees

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

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

Notwithstanding anything contained herein:

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

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

_____.

The Bank guarantee will expire on (Min -- months from the date of issue of LOA in this order)_____.

Granted by the Bank

Yours faithfully,

For (Name of Bank)

SEAL OF THE BANK

Authorised Signatory

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

(On Stamp Paper of Rs. One Hundred)

(To be signed by the Bidder)

To

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

EOI Reference No.:

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

Dear Sir,

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

(Signature of Firm's Authorized Officer)

Seal

Signature of witness:

1.

2.

Or

Applicable for OEM(s)

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

(Signature of Firm's Authorized Officer)

Seal

Signature of witness:

1.

2.

Form No. 3 - PROFORMA FOR "MAINTENANCE SUPPORT"

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

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

(To be signed by the Bidder)

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

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

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

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

1. I/We the Bidder (s), am/are signing this document after carefully reading the contents.
2. I/we the Bidder(s) also accept all the conditions of the EoI and have signed all the pages in confirmation thereof.
3. I/We hereby declare that I/We have downloaded the EoI documents from electronic-EoI portal. I/We have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the EoI document. In case of any discrepancy noticed at any stage i.e., evaluation of Bidders, execution of work or final payment of the contract, the master copy available with the RailTel/GM/Procurement/CRIS shall be final and binding upon me/us.
4. I/We declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. **I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.**
6. **I/We declare that the information and documents submitted along with the EoI by me/us are correct and I/we are fully responsible for the correctness of the information and documents submitted by us.**
7. I/We undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of EoIs, it shall lead to banning of business for five years on entire RailTel. Further, I/we (*insert name of the Bidder*) ** _____ and all my/our constituents understand that my/our offer shall be **Summarily REJECTED**.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or by OEMs of the offered Hardware/Software incorrect at any time after the award of

the contract, it will lead to termination of the contract, along with forfeiture of SD and Performance Guarantee besides any other action provided in the contract including banning of business for five year on entire RailTel.

**DEPONENT
SEAL AND SIGNATURE
OF THE BIDDER**

VERIFICATION

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

**DEPONENT
SEAL AND SIGNATURE
OF THE BIDDER**

Place:

Dated:

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

Form No. 5 - PROFORMA FOR "SIGNING THE INTEGRITY PACT"

(To be signed by the Bidder)

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

AND

....., hereinafter referred to as "The Bidder/ Bidder"

Preamble

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

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

Section 1- Commitments of the Principal

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

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

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

a. The Bidder(s)/bidder(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the Eol process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during Eol process or during the execution of the contract.

b. The Bidder(s)/Bidder(s) will not enter with other Bidders into any undisclosed agree-ment or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Bidder(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Bidders will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Bidder(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure A.

e. The Bidder(s)/Bidder(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 interme-diaries in connection with the award of the contract.

2. The Bidder(s)/Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s)/Bidder(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 credi-bility in question, the Principal is entitled to disqualify the Bidder(s)/Bidder(s) from the Eol process or take action as per the procedure mentioned in the "Guidelines on Banning of busi-ness dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex-"B".

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the Eol process prior to the award ac-cording to Section 3, the Principal is entitled to demand and recover the damages equiva-lent 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 Bidder liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the Eol process.

2. If the bidder makes incorrect statement on this subject, he can be disqualified from the Eol process for action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6: Equal treatment of all Bidders / Bidders/Subbidders.

1. The Bidder(s)/Bidder(s) undertake(s) to demand from all subbidders a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

2. The Principal will enter into agreements with identical conditions as this one with all bidders, bidders and subbidders.

3. The Principal will disqualify from the Eol process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8: Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, RailTel.

3. The Bidder(s)/Bidder(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 Bidder 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 Subbidders. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Bidder(s)/Subbidder(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 Bidder. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the CMD, RailTel within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

7. Monitor shall be entitled to compensation on the same terms as being extended to pro-vide to Independent Directors on the RailTel Board.

8. If the Monitor has reported to the CMD, RailTel, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, RailTel has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

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

Section 9: Pact Duration

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

If any claim is made / lodged by either party during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / de-terminated 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. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)

(Office Seal) (For & On behalf of Bid-der/Bidder)

(Office Seal)

Place _____

Date _____

Witness 1:

‘

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

To

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

Eol Reference No.:

Sub: NIL Deviation Compliance

Over and above all our earlier conformations and submissions as per your requirements

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

Seal and signature of the bidder

Place:

Date:

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

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

To

The Executive Director,

Railtel Corporation of India Ltd.,

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

Opp. Shoppers Stop, BEGUMPET, HYDERABAD- 500 016

Eol Reference No.:

Sub: Undertaking for No Malicious Code

Dear Sir,

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

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

Place:

Date:

Seal and signature of the bidder

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

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

Note: This authorization letter should be printed on the letterhead of all the original equipment manufacturer (OEM) and should be signed by a competent person having the power of attorney to bind the manufacturer.

To
The Executive Director,
Railtel Corporation of India Ltd.,
1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road,
Opp. Shoppers Stop, BEGUMPET, HYDERABAD- 500 016
Subject: Undertaking by Principal Manufacturer against Eol number for

.....
Ref: Bid No.....dated.....

Dear Sir,

We, M/s _____ (Name of the manufacturer) having registered office at _____ (address of the manufacturer) by virtue of being manufacturer for _____ (Name of the product/s), hereby certify that M/s _____ (Name of the bidder) having their office at _____ (Address of bidder) are our Authorised Distributors/Dealers for our range of products quoted by them, as listed below:

1

2

Within the scope of requirement as per the tender mentioned above, we undertake to provide technical & other support towards fulfilling the requirements of installation, commissioning, benchmarking, acceptance criteria and product warranty services of the components to be supplied and installed at the GM/Procurement/CRIS Customer sites by M/s. (Name of bidder) against said tender.

We also certify that the products offered are not nearing end-of-life / end-of-support five years down the line from the date of bidding.

We also support our range of products offered by M/s in the above said bid with a warranty of 3 (three) years

The undersigned is authorised to issue this certificate on behalf of M/s _____ (Name of the manufacturer).

For M/s _____ (Name of the manufacturer)

Signature & company seal

Name

Designation

Email

Mobile No.

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

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

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

(Signature)
(Name of Authorized Signatory)
Designation)

(Date) (Name and address of the bidder)

(Company Seal)

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

(For OEM's claiming preference as Domestic Manufacturer under PMI policy)

Date:

.....S/o, D/o, W/o, Resident of
..... do hereby solemnly affirm ----- and declare as under:

That I agree to abide by the terms and conditions of Department of Telecommunications, Government of India issued vide Notification No:dated

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the Department of Telecommunications, Government of India for the purpose of assessing the LC.

That the LC for all inputs which constitute the said Telecom Product/Services/Works has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the LC of the Telecom Product/Services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Department of Telecommunications, Government of India and I will be liable as under clause 9 (f) of Public Procurement (Preference to Make in India) Order 2017.

I agree to maintain all information regarding my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any statutory authorities.

- i) Name and details of the Local supplier (Registered Office, Manufacturing unit location, nature of legal entity)
- ii) Date on which this certificate is issued
- iii) Telecom Product/Services/Works for which the certificate is produced
- iv) Procuring agency to whom the certificate is furnished
- v) Percentage of LC claimed
- vi) Name and contact details of the unit of the manufacturer
- vii) Sale Price of the product
- viii) Ex-Factory Price of the product
- ix) Freight, insurance and handling
- x) Total Bill of Material
- xi) List and total cost value of inputs used for manufacture of the Telecom Product/Services/Works
- xii) List and total cost of inputs which are locally sourced. Please attach LC certificates from local suppliers, if the input is not in-house.
- xiii) List and cost of inputs which are imported, directly or indirectly

For and on behalf of (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors resolution)

<Insert Name, Designation and Contact No. and date>

RAILTEL

Form No. 11 - CONTRACT AGREEMENT

(CA No.)

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

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

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

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

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

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

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

The contract within named in the presence of:

- 1. Signatures
 Date
 Name in Block Capitals
 Address:

- 2. Signatures
 Date
 Name in Block Capitals
 Address:

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

The bidder within named in the presence of :

- 1. Signatures
 Date
 Name in Block Capitals
 Address:

2. Signature

Date

Name in Block Capitals

Address:



Form No. 12 – EMD

Bank Guarantee Bond from any scheduled commercial bank of India

(On non-judicial stamp paper, which should be in the name of the Executing Bank).

Date:

Bank Guarantee Bond No.:

--

Date: -----

In consideration of the RailTel acting through----- **(Designation & address of Contract Signing Authority)**, RailTel, (Hereinafter called "The RailTel") having invited the bid for through Notice inviting EoI (NIT) No. _____, We have been informed that . . . **[Insert name of the Bidder]** **(hereinafter called "the Bidder")** intends to submit its bid (hereinafter called "the Bid").

WHEREAS the Bidder is required to furnish Bid Security for the sum of **[Insert required Value of Bid Security]**, in the form of Bank Guarantee, according to conditions of Bid.

AND

WHEREAS**[Insert Name of the Bank]**, with its Branch**[Insert Address]** having its Headquarters office at..... **[Insert Address]**, hereinafter called the **Bank**, acting through**[Insert Name and Designation of the authorized persons of the Bank]**, have, at the request of the Bidder, agreed to give guarantee for Bid Security as hereinafter contained, in favor of the RailTel:

1. KNOW ALL MEN that by these present that I/We the undersigned **[Insert name(s) of authorized representatives of the Bank]**, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the RailTel full amount in the sum of **[Insert required Value of Bid Security]** as above stated.
1. The Bank undertakes to immediately pay on presentation of demand by the RailTel any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the RailTel on the Bank shall be final, conclusive, and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
2. The Bank shall pay the amount as demanded immediately on presentation of the demand by RailTel without any reference to the Bidder and without the RailTel being required to show grounds or give reasons for its demand of the amount so demanded.
3. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.

4. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the RailTel and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by RailTel at any time.
5. This guarantee will remain valid and effective from..... ***[insert date of issue]*** till ***[insert date, which should be minimum 120 days beyond the expiry of validity of Bid]***. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
6. The Bank Guarantee is unconditional and irrevocable.
7. The expressions Bank and RailTel herein before used shall include their respective successors and assigns.
8. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the RailTel. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
9. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details

IFSC CODE	UBIN0805050
ACCOUNT NO	327301010373008
IFSC TYPE	Branch
BANK NAME	Union Bank
BRANCH NAME	RP Road Branch, Secunderabad – 500003
CITY NAME	Hyderabad
ADDRESS	Bungalow no 109, New No 1-7-252 to 254 Oxford Street, SD Road, Near Parklane Center, Secunderabad – 500003
DISTRICT	Hyderabad
STATE	Telangana
BG ENABLED	YES

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

Date

.....

.....

Place.....
signature(s)

Bank's Seal and authorized signature(s)

[Name in Block letters]

[Designation with Code No.]

[P/Attorney] No.

Witness:

- 1 Signature, Name & Address & Seal
- 2 Signature, Name& address & Seal

Bank's Seal

[P/Attorney] No.

Note: All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.

MANDATORY – REGISTRATION SHRAMIK KALYAN PORTAL

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

Form No. 13

Declaration regarding Land border sharing country

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

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

In view of this, we certify that,

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

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

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

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

Format for Undertaking of Delivery & Services (From OEM)

Self-Certificate

(To be on company letterhead)

Eol Reference No:

Date:

To,

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

Dear Sir,

Sub: Undertaking of Delivery and Services

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

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

Authorized Signatory

Name & Designation

Form No. 15

(PERFORMA OF BANK GUARANTEE TOWARDS Security Deposit)

Ref: To Bank Guarantee No.

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

Dear Sir(s),

Whereas RailTel Corporation of India Limited having its Registered office at

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

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

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

----- (Hereinafter called the

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

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

promises to consider the EOI on this condition and Bidder agrees to keep this bid open for the required period. These reciprocal promises form the CONSIDERATION for this separate initial contract between the parties.

2. Therefore, we ----- registered

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature

(Full name in capital Letters)

Designation with bank stamp

Witness No.1

Signature

(Full name and address in capital letters)

Witness No.2

Signature

(Full name and address in capital letters)

Attorney as per power of attorney No ----- Date -----

Form No. 16

Declaration / Certificate to be provided by Statutory Auditor or Cost Auditor of the Company (in case of companies) or from a practicing Cost Accountant or practicing* Chartered Accountant (in respect of suppliers other than companies)

Please submit the certificate as per format given below:

To:

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

Sub: bid for

Ref: EOI No.

We hereby certify that the goods / software being offered by us vide our proposal, comply with the provisions of Make In India Order No P-45021/2/2017-PP (BE-II), dated 16th Sept 2020 issued by Public Procurement Division, Department of Investment and Internal Trade, Ministry of Commerce, GoI, read with order number W-43/4/2019-IPHW- MeitY, dated 7th September, 2020 issued by IPWH division of MeitY, GoI for respective items.

We also certify that, we are not from a country sharing land border with India as defined in order No. F/No/6/18/2019-PPD dated 23 July 2020 issued by public procurement Division, Dept. of Expenditure, Ministry of Finance, GoI and the goods offered by us comply with the provisions of said order (details provided below).

We hereby certify the details pertaining to goods / software offered by us, against the tender requirement is given below:

S.No	Item Description, Make, Model	Country of origin of OEM	Country of Manufacture of item	Percentage of local contents as defined by order number W-43/4/2019-IPHW-MeitY, dated 7th September, 2020 issued by IPWH division of MeitY, GoI *	Details of the location(s) at which the local value addition is made
1	Category I & II Items with description			Consolidated MII / Local Content for the complete solution declared by System Integrator (SI)/ Bidder	

Note 1: The Country of origin / manufacturing, should be declared for individual items being offered for both Category I & II items.

Note 2: RailTel reserves the right to Accept / Reject / Cancel the bid / bidder, at its sole discretion, based on the responses received against the MII and Land border sharing declarations submitted by the bidders / vendors.

Note 3: The System Integrator / Bidder, needs to provide the MII / Local content declaration as a consolidated figure for the complete solution. However, location of value addition should be declared for each item.

For (Name of bidder)

Authorized Signatory Name & Designation:

Mobile No:

CHAPTER- 7: Specifications and requirements

7.1 TECHNICAL, FUNCTIONAL REQUIREMENTS & SPECIFICATIONS

- Note 1:** It may kindly be noted that in the specification wherever support for a feature has been asked for, it will mean that the feature should be available without RailTel requiring any other hardware/software/licenses. Thus, all hardware/software/licenses required for enabling the support/feature shall be included in the offer.
- Note 2:** Any additional hardware and software/license required for completion of work as per scope of this work shall be supplied by the selected bidder without any additional cost to RailTel.
- Note 3:** The below mentioned technical specifications for the supply items are bare minimum requirements of the purchaser, the supply items quoted by bidder must comply with these technical specifications.

7.2 Technical Specification

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

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

SN	Have you submitted the following documents?	Submitted /complied or Not	Page No./ref No. of Offer
1.	Offer Letter as per Chapter-1		
2.	Schedule of Requirements with quantities but with prices blanked out (this will be a replica of price bid with prices blanked out) format in Chapter-2 of SOR.		
3.	Breakup of individual itemized BOQ but prices blanked out with Make and Model.		
4.	Submission of scanned copy of Earnest Money Deposit (EMD) in the form of BG as per form 12(Chapter-6).		
5.	Audited balance sheet duly attested by Notary Public		
6.	Constitution of Firm and Power of Attorney as per clause 4.A.45 of Chapter-4.		
7.	Compliance to Technical Requirements as mentioned in Clause 3.A.1.11 of Chapter-3.		
8.	Copies of purchase orders and other documents in support of meeting qualifying criteria as mentioned in Clause 4.A.21 of Chapter-4.		
9.	Complete technical data sheets, MAFs and particulars of the equipment offered, as specified in the Tender papers together with descriptive literature, leaflets, Drawings, if any, complete with list etc.		
10.	Documentary proof of supporting the eligibility Criteria as mentioned in Clause 4.A.21 of Chapter-4.		
11.	Technical proposal of Bidder in conformity with system design		
12.	System Performance Guarantee as per Chapter 6, Form no. 2		
13.	(a) Undertaking by bidder on their letter head as per Clause 4.A.52 of Tender document. (b) Certificate by <i>Statutory Auditor/Cost Auditor</i> on their letter head (with UDIN number) as per Clause 4.A.52 of Tender document.		
14.	NIL Deviation certificate – Form No. 6 of Chapter-6		
15.	Integrity Pact - Form No. 5 of Chapter-6		
16.	All Form as mentioned in Chapter-6		
17.	Any other information required to be submitted by the bidder as per technical and eligibility criteria.		
18.	CVs of proposed Resources with qualification		
19.	Submission of digitally signed copy of EOI Documents/Addenda.		
20.	Any other document mentioned in EOI Document		

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

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

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

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

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