

RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking)

**Expression of Interest for Selection of Consortium Partner
from Empaneled Business Associate for EXCLUSIVE PRE-BID TEAMING
ARRANGEMENT**

For

**“Selection of Managed Service Provider for Setting up, Operating and Managing the Cyber
Security Operation Centre for End Customer”**

EOI No: RailTel/EOI/COMKTG/EB/SOC/2024-25 dated 22nd July 2024

EOI NOTICE

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

EOI Notice No: RailTel/EOI/COMKTG/EB/SOC/2024-25/ dated 22nd July 2024

RailTel Corporation of India Ltd., (here after referred to as "RailTel") invites EOIs from RailTel's Empaneled Partners for the selection of suitable partner as Exclusive pre bid teaming arrangement for **"Selection of Managed Service Provider for Setting up, Operating and Managing the Cyber Security Operation Centre for End Customer.**

NIC Tender reference no. NIC/SSS/2024/02 with Tender ID (2024_DIT_798796_1)

The details are as under:

1	Last date for submission of Technical Packet against EOI by bidders	26 th July 2024 at 15:00 Hours
2	Opening of Technical Bid of EOI.	26 th July 2024 at 15:30 Hours
3	Number of copies to be submitted for scope of work	One
4	EOI fees inclusive tax (Non-refundable)	Rs. 5,000/- (Five Thousand only)
5	Token EOI EMD	<p>a) Rs. 10,00,000/- (Ten Lakhs Only) to be submitted along with EOI (To be submitted via online bank transfer only).</p> <p>RailTel Bank Details: Union Bank of India, Account No. 340601010050446, IFSC Code - UBIN0534064.</p> <p>b) Balance EMD for Rs. 14,90,00,000/- (Rupees Fourteen Crores Ninety Lakhs only). To be submitted by selected Business Associate, in the form of BG/online transfer before submission of final bid to the end customer.</p> <p>For Bank Guarantee as EMD: BG as EMD validity: Bid validity period (180 days) + 2 months and claim period of 1 year from BG expiry period.</p> <p>(SFMS report guidelines: - BG advising message – IFN 760COV/ IFN 767COV via SFMS</p>

		<ul style="list-style-type: none"> • To mandatory send the Cover message at the time of BG issuance. • IFSC Code of ICICI Bank to be used (ICIC0000007). • Mention the unique reference (RAILTEL6103) in field 7037.) <p>For Online Transfer: RailTel Bank Details: Union Bank of India, Account No. 340601010050446, IFSC Code - UBIN0534064.</p>
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The EMD should be in favor of RailTel Corporation of India Limited payable at Delhi through online bank transfer or EMD can be submitted as PBG in favor of RailTel Corporation of India Limited. Partner needs to share the online payment transfer details like UTR No. date and Bank along with the proposal.

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

Contact: Sh. Hemant Yadav
Designation: Jt. GM/GB
Email: hemant Yadav@railtelindia.com

Contact: Sh. Shashidhar Uppal
Designation: GM/EB
Email: shashi_uppal@railtelindia.com

Contact: Sh. Parag Kumar Goyal
Designation: PED/EB
Email: parag@railtelindia.com

Note:

1. Empaneled partners are required to submit a soft copy of the technical packet through an e-mail at eoiebc@railtelindia.com duly signed by Authorized Signatories with Company seal and stamp.
2. The EOI response is invited from eligible **Empaneled Partners of RailTel only**.
3. All the documents must be submitted with **proper indexing** and **page no**.
4. This is an **exclusive pre-bid partnership arrangement with an empaneled business associate of RailTel for participating in the end customer RFP**. The selected partner's authorized signatory has to give an undertaking they will not submit directly or indirectly their bids and techno-commercial solution/association with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to the end customer organization by RailTel). This undertaking has to be given with this EOI Response.
5. **Transfer and Sub-letting**. The Business Associate has no right to give, bargain, sell, assign, or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

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

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

Licenses & Service portfolio:

The diagram illustrates three categories of services provided by the organization, each in a blue-bordered box with a corresponding icon below it.

- Core Services** (Icon: A sphere with a black and white design):
 - MPLS VPN
 - Internet Leased Line
 - Transport Services
 - Dark Fibre
 - Tower Colocation
- Value Added Services** (Icon: A hand pointing to a plus sign):
 - Tele-Presence as a Services (HD Video Conferencing)
 - RailWire (Broadband Services)
 - Data Centre Services
 - Turnkey Solutions in ICT
 - Digital Service (Aadhaar based solution, Railwire Saathi, Online Tendering, WiFi as a Service, Predictive maintenance etc)
- Emerging Services** (Icon: A circular word cloud with terms like 'innovation', 'creativity', 'technology', 'growth', 'ideas', 'inspiration', 'imagination', 'discovery', 'knowledge', 'wisdom', 'experience', 'expertise', 'skills', 'talent', 'passion', 'dedication', 'commitment', 'dedication', 'commitment', 'dedication', 'commitment'):
 - Station Wi-Fi
 - Content on Demand (COD)
 - Video Surveillance Services
 - Railway Display Network (RDN)
 - High Speed Mobile Corridor

a) Carrier Services

- National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators
- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth & above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

b) Enterprise Services

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

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

- National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators
- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth & above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

d) High-Definition Video Conference: RailTel has unique service model of providing high definition video conference bundled with Video Conference equipment, bandwidth and FMS services to provide end to end seamless services on OPEX model connecting HQ with other critical offices. RailTel also offers application-based video conference solution for employees to be productive specially during this pandemic situation.

e) Retail Services – RailWire

RailWire: Triple Play Broadband Services for the Masses. RailTel has unique model of delivering broadband services, wherein local entrepreneurs are engaged in delivering &

maintaining broadband services and up to 66% of the total revenues earned are shared to these local entrepreneurs in the state, generating jobs and revitalizing local economies. On date RailTel is serving approx. 5,00,000 subscribers on PAN Indian basis. RailTel can provide broadband service across– Government PSU or any organization's officers colonies and residences.

2. Project Background and Objective of EOI

RailTel intends to participate in RFP floated by end Customer organization, RailTel invites EOIs from RailTel's Empaneled Partners for the selection of suitable partner for participating in below mentioned work for the agreed scope of work. The empaneled partner is expected to have excellent execution capabilities and good understanding of customer local environment.

3. Scope of Work:

RailTel intends to participate in RFP floated by the end Customer organization the basic scope of work for the RFP is the Selection of a Managed Service Provider for Setting up, Operating, and Managing the Cyber Security Operation Centre for the **End Customer**. The pdf link is attached in Appendix A.

The above scope of work is indicative, the detailed scope of work, financial format, and the end customer details will be provided to Interested partners after submitting duly signed NDA as per the enclosed format.

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

Business associates can participate as sole bidders. Bidding by the consortium is not allowed.

Special Note: RailTel may retain any portion of the work mentioned in the end organization RFP, where RailTel has competence so that the overall proposal becomes the most winnable proposal.

4. Response to EOI guidelines

4.1 Language of Proposals

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

4.2 RailTel's Right to Accept/Reject Responses

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

4.3 EOI response Document

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

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

4.4 Period of Validity of Bids and Bid Currency

Bids shall remain valid for 240 days (180 days +60 days) from the last date of Bid submission of End customer RFP.

4.5 Bidding Process

The bidding process as defined in para 4.10 & 6.

4.6 Bid Earnest Money (EMD)

The Business Associate shall furnish a sum as given in EOI Notice via online transfer from any scheduled bank in India in favor of "RailTel Corporation of India Limited" along with the offer. This will be called **EOI EMD. The EMD can also be submitted in the form of Bank Guarantee.** BG as EMD validity: Bid validity period (180 days) + 2 months and claim period of 1 year from BG expiry period.

4.6.1 Offers not accompanied by valid EOI Earnest Money Deposit shall be summarily rejected.

4.6.2 In case of Bidder's offer is selected for bidding, the bidder has to furnish Earnest Money Deposit balance EMD in proportion to the quoted value/scope of work to RailTel before submission of the bid to the end customer as and if applicable as per details mentioned at Para-5 of EOI notice.

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

4.6.4 Return of EMD for successful Business Associate: EOI-EMD & Earnest Money Deposit (balance proportionate EMD) if applicable of the successful bidder will be discharged / returned as promptly as possible after the receipt of RailTel's EMD/BG from the Customer and or on receipt of Security Deposit / Performance Bank Guarantee as applicable (clause no. 4.7) from Business Associate whichever is later.

4.6.5 Forfeiture of EOI EMD or EOI EMD & EMD (balance proportionate EMD) and or Penal action as per EMD Declaration:

4.6.5.1 The EOI EMD may be forfeited and or penal action shall be initiated if a Business Associate withdraws his offer or modifies the terms and conditions of the offer during the validity period.

4.6.5.2 In case of non-submission of SD and / or PBG (as per clause no. 4.7) leads to forfeiture of EOI EMD, EMD (balance proportionate EMD).

4.7 Security Deposit / Performance Bank Guarantee (PBG)

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

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

4.8 Last date & time for Submission of EOI response

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

4.9 Modification and/or Withdrawal of EOI response

EOI response once submitted will be treated, as final and no modification will be permitted except with the consent of the RailTel.

No Business Associate shall be allowed to withdraw the response after the last date and time for submission.

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

4.10 Details of Financial bid for the above-referred tender

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

4.11 Clarification of EOI Response

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

4.12 Period of Association/Validity of Agreement

RailTel will enter into a pre-bid agreement with selected bidder with detailed Terms and conditions. The pre bid agreement to have terms and conditions that is in line with end customer RFP & mutually Agreed upon.

5. Eligibility Criteria for Bidding Business Partner of RailTel

S No.	Particulars	Criteria for Tender Package
		(Mandatory Compliance & Document Submission)
A)	Financial Conditions	
i)	Bidder should be 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.	<ol style="list-style-type: none"> 1. Certificate of Incorporation 2. GST Registration 3. PAN Card
ii)	<p>The Bidder must have an annual turnover of at least INR 600 crore each year for any of the three consecutive financial years, out of the following:</p> <ol style="list-style-type: none"> a) 2020-21 b) 2021-22 c) 2022-23 d) 2023-24 <p>for which audited annual financial statements are available</p>	Certificate issued by the Statutory Auditor's / Chartered Accountant for any of the last three financial years (FY 20-21, 21-22, 22-23, 23-24). The certificate should contain UDIN no. issued by ICAI supported by Audited annual financial statements.
iii)	<p>The Bidder must have a positive net worth during any three consecutive financial years, out of the following:</p> <ol style="list-style-type: none"> a) 2020-21 b) 2021-22 c) 2022-23 d) 2023-24 <p>and also, the net worth of the bidder should not have been eroded by more than 30% (thirty percent) in the last three financial years.</p>	Positive Net Worth Certificate issued by the Statutory Auditor's / Chartered Accountant for any of the three consecutive financial years (FY 20-21, 21-22, 22-23, 23-24). The certificate should contain UDIN no. issued by ICAI
B)	Technical Conditions	
iv)	<p>The Bidder must have implemented and maintained (completed/ in process) 2 SOC's in Govt./Public sector/ Private clients in last 5 financial years. The value of the projects must be at least 50 crore or more in total with at least 1 SOC of a minimum Rs. 20 Cr.</p> <p>The projects may include dedicated on-premises/cloud SOC for an organisation or managed service offering of SOC as a service.</p>	<p>Copy of:</p> <ol style="list-style-type: none"> i. Letter of Award (LOA) or ii. Purchase Order (PO) or iii. Work Order (WO) or iv. Contract or v. Agreement, containing: Scope of Work (SOW) and Order Value And <p>i) Certification of Acceptance for ongoing projects/Completion certificate for completed projects by client. Or ii) Certificate issued by the Statutory Auditor's / Chartered Accountant. The certificate should contain UDIN no. issued by ICAI.</p>

S No.	Particulars	Criteria for Tender Package
		(Mandatory Compliance & Document Submission)
		(The WO/Letter/CA certificate shall be in the name of the Bidder and mention the scope of work.)
v)	The Bidder must have at least 1 deployment (completed/in process of implementation) with a scale of 500TB (Per Year) or more capacity and / or 50000 Event Per Second (EPS) of Log/Data Analytics and Management platform.	Copy of: i. Letter of Award (LOA) or ii. Purchase Order (PO) or iii. Work Order (WO) or iv. Contract or v. Agreement, containing: Scope of Work (SOW) and Order Value And i) Certification of Acceptance for ongoing projects/Completion certificate for completed projects by client. Or ii) Certificate issued by the Statutory Auditor's / Chartered Accountant. The certificate should contain UDIN no. issued by ICAI. (The WO/Letter/CA certificate shall be in the name of the Bidder and mention the scope of work.)
vi)	Bidder shall have at least 25 technical personnel on its payroll.	Undertaking from authorized signatory or HR Head of the Company on its letter head.
vii)	The Bidder shall submit certification for ISO 9001:2015 and any two of the following: (a) ISO 27001:2013 (b) ISO 20000:2018 (c) ISO 22301 (d) CMMi3 or above	Copy of certificates to be submitted
C)	Annexures	
viii)	Annexure 1	Covering Letter: Self-certification duly signed by authorized signatory on company letter head.
ix)	Annexure 2	The Bidder should agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted.
		Self-certification duly signed by authorized signatory on company letter head.

S No.	Particulars	Criteria for Tender Package
		(Mandatory Compliance & Document Submission)
x)	Annexure 3	An undertaking signed by the Authorized Signatory of the company to be provided on letter head. The Bidder should not have been blacklisted/debarred by any Governmental/ Non-Governmental Organization in India as on bid submission date.
xi)	Annexure-4	Format for Affidavit to be uploaded by bidder with the tender documents.
xii)	Annexure-5	Non-disclosure agreement with RailTel.
xiii)	Power of Attorney	Bidder need to provide Power of Attorney and Board Resolution in favour of one of its employees who will sign the Bid Documents.
xiv)	Additional Documents to be Submitted	Technical Proposal with overview of the project with strength of the Partner.
xv)	Product Demonstration	Bidder need to showcase / demonstrate the product as per scope of work. Date of demonstration will be intimated to the bidders separately.
xvi)	Annexure-6	EMD (as PBG) Format
xvii)	Annexure-7	Integrity Pact A detailed Integrity Pact Program along with Independent External Monitors (IEM)s is available on the RailTel Website. https://www.railtel.in/tenders/integrity-pact.html
xviii)	Annexure-8	Compliance to Rule 144 (xi) of GFR, 2017 including amendments till date.
xix)	Price Bid Format	SOC BOM Sheet_13062024.xls

6. Technical Evaluation Criteria: (100 Marks)

All eligible Bidders who fulfil the minimum eligibility conditions of the RFP shall be further evaluated on a total score of 100. The evaluation matrix consisting of the following parameters for each indicated vertical:

S. No	Criteria / Category	Evaluation Criteria Details	Max Marks	Required Supporting Documents
A) Part -I				
1	Turnover	<p>Annual Turnover for any of the three consecutive Financial Years (FY 20-21, 21-22, 22-23, 23-24).</p> <p>Marks shall be allotted as given below:</p> <p>> Rs. 4000 Cr. : 10 marks</p> <p>Rs. 2000 Cr. to 4000 Cr : 8 marks</p> <p>Rs. 600 Cr to 2000 Cr : 4 marks</p>	10	Certificate issued by the Statutory Auditor's /Chartered Accountant. The certificate should contain UDIN no. issued by ICAI.
2	Net worth	<p>Positive Net worth upto Rs. 300 Cr. – 5 marks</p> <p>Rs. 300 Cr. To Rs. 1000 Cr. – 7.5 marks</p> <p>Rs. 1000 Cr. & above – 10 marks</p>	10	Certificate issued by the Statutory Auditor's / Chartered Accountant. The certificate should contain UDIN no. issued by ICAI
3	Agency Certification	<p>Marking will be given based on the following certificates:</p> <ul style="list-style-type: none"> • ISO 9001:2015: 2 Marks • ISO 27001: 2 Marks • ISO 20000: 2 Marks <p>And</p> <ul style="list-style-type: none"> • CMMi level 3 : 2 Marks or • CMMi level 4 : 3 Marks or • CMMi level 5 : 4 Marks 	10	Copy of certificates to be submitted
4	Evidence demonstrating that the Bidder has been involved in	<p>i. Project value of minimum Rs. 60Cr. = 10 Marks</p> <p>ii. Apart from the above clause, additional marks will be given if</p>	15	Copy of: i. Letter of Award (LOA) or ii. Purchase Order (PO) or iii. Work Order (WO) or

S. No	Criteria / Category	Evaluation Criteria Details	Max Marks	Required Supporting Documents
A) Part -I				
	providing Security Operations Centre Services including Incident Response / Cyber Forensic Services	the Bidder submits projects of value exceeding Rs. 60 Crore, (Max. 5 Marks)		iv. Contract or v. Agreement, containing: Scope of Work (SOW) and Order Value And i) Certification of Acceptance for ongoing projects/Completion certificate for completed projects by client. Or ii) Certificate issued by the Statutory Auditor's / Chartered Accountant. The certificate should contain UDIN no. issued by ICAI. (The WO/Letter/CA certificate shall be in the name of the Bidder and mention the scope of work.)
5	The Bidder must have at least 1 deployment (completed/in process of implementation) with a scale of 500TB (Per Year) or more Capacity and / or 50000 Event Per Second (EPS) of SIEM/Log/Data Analytics and Management platform.	i. Project of more than 500TB (Per Year) capacity and/or more than 50000 EPS shall qualify for Max. 10 marks. ii. Addition to point i, Additional Capacity of more than 1000TB (Per Year) capacity or more than 100000 EPS shall qualify for additional marks (Max. 2.5 marks) iii. In Addition to points i & ii, Additional Capacity of more than 1000TB (Per Year) capacity or more than 100000 EPS shall qualify for additional marks (Max. 2.5 marks)	15	Copy of: i. Letter of Award (LOA) or ii. Purchase Order (PO) or iii. Work Order (WO) or iv. Contract or v. Agreement, containing: Scope of Work (SOW) and Order Value And i) Certification of Acceptance for ongoing projects/Completion certificate for completed projects by client. Or ii) Certificate issued by the Statutory Auditor's / Chartered Accountant. The certificate should

S. No	Criteria / Category	Evaluation Criteria Details	Max Marks	Required Supporting Documents
A) Part -I				
				contain UDIN no. issued by ICAI. (The WO/Letter/CA certificate shall be in the name of the Bidder and mention the scope of work.)
6	Bidder shall have at least 25 technical personnel on its payroll.	25 to 100 Technical Personal– 6 marks 200 to 400 Technical Personal– 8 marks >400 Technical Personal– 10 marks	10	Undertaking from authorized signatory or HR Head of the Company on its letterhead.
PART-B				
7	Presentation on Solution Design & Architecture and Project Governance	i. Overall solution architecture design: 10 marks ii. Approach for Implementation of the proposed platform and components: 5 marks iii. Approach to meet the SLAs: 3 Marks iv. Project Governance structure and escalation matrix: 2 marks	30	RailTel reserves the right to seek a demo on any of the proposed solutions.

7. Bidder's Profile

The bidder shall provide the information in the below table:

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

8. Evaluation Criteria:

- 8.1 The Business Associates are evaluated based on the Eligibility Criteria as per clause 5 above. Business Associates fulfilling the eligibility criteria are assessed further as per parameters defined under Technical Evaluation Para 6 above.
- 8.2 The Business Associate /s achieving a minimum of 70% in the technical evaluation criteria defined in Para 6 above, shall be evaluated further and the price bid shall be opened.
- 8.3 The selection of Business Associates will be based on the QCBS method with 70% weightage on the Technical Score and 30% on the Price Bid score.

Formula: FS (Final Bidder) = ST x 0.7 + SF x 0.3 where ST is Technical score and SF is Financial score.

- 8.4 In case of more than one Business Associate achieving an equal score, then the score achieved in the Technical Score will be selected for exclusive pre-bid arrangement.
- 8.5 RailTel reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants. The RailTel evaluation committee will determine whether the proposal/ information is complete in all respects and the decision of the evaluation committee shall be final. RailTel may at its discretion assign a lead factor to the Business associate as per RailTel policy for shortlisting partners against this EOI.
- 8.6 All General requirement mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable.

9. Payment terms

- 9.1 RailTel shall make payment to selected Business Associate after receiving payment from Customer for the agreed scope of work. In case of any penalty or deduction made by customer for the portion of work to be done by BA, same shall be passed on to Business Associate.
- 9.2 All payments by RailTel to the Partner will be made after the receipt of payment by RailTel from end Customer organization.

10 SLA

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

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

Annexure 1: Format for COVERING LETTER

COVERING LETTER (To be on company letterhead)

To,

RailTel Corporation of India Ltd.
Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar, New Delhi-110023

Dear Sir,

SUB: Participation in the Eol process

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

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

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

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

Authorized Signatory

Name

Designation

Annexure 2: Format for Self-Certificate & Undertaking

Self-Certificate (To be on company letter head)

EoI Reference No:

Date:

To,

RailTel Corporation of India Ltd.
Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar, New Delhi-110023

Dear Sir,

Sub: Self Certificate for Tender, Technical & other compliance

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

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

Authorized Signatory

Name & Designation

Annexure 3: Undertaking for not Being Blacklisted/Debarred

<On Company Letter Head>

To,

RailTel Corporation of India Ltd
Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar, New Delhi-110023

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

We, Company Name, having its registered office at Address

hereby declares that that the Company has not been blacklisted/debarred by any
Governmental/ Non-Governmental organization in India for past 3 Years as on bid submission date.

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Bidder's Company Seal:

Annexure 4: Format of Affidavit

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

I..... (Name and designation)** appointed as the attorney/authorized signatory of the BA (including its constituents),
M/s.....(hereinafter called the BA) for the purpose of the EOI documents for the work of as per the EOI No. of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the behalf of the BA including its constituents as under:

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

DEPONENT
SEAL AND SIGNATURE
OF THE BA

VERIFICATION

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

DEPONENT
SEAL AND SIGNATURE
OF THE BA

Place:

Dated:

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

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

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “**Agreement**”) is made and entered into on this ____ day of ____, 2021 (the “**Effective Date**”) at _____.

By and between

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

And

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

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

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

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

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

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

1. Permitted Use.

(a) Receiving Party shall:

- (i) hold all Information received from Disclosing Party in confidence;
- (ii) use such Information for the purpose of evaluating the possibility of entering into a commercial arrangement between the Parties concerning such Information; and
- (iii) restrict disclosure of such Information to those of Receiving Party's officers, directors, employees, affiliates, advisors, agents and consultants (collectively, the “**Representatives**”) who the Receiving Party, in its reasonable discretion, deems need to know such Information, and are

bound by the terms and conditions of (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement.

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

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

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

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

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

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

2. Designation.

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

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

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

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

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

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

6. Return or Destruction of Information.

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

(i) termination of this Agreement;

(ii) expiration of this Agreement; or

(iii) Receiving Party's determination that it no longer has a need for such Information.

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

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

8. **Notice.**

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

(i) by personal delivery, when delivered personally;

(ii) by overnight courier, upon written verification of receipt; or

(iii) by certified or registered mail with return receipt requested, upon verification of receipt.

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

RailTel Corporation of India limited:

Attn: _____

Address: _____

Phone: _____

Email: _____

_____:

Attn: _____

Address: _____

Phone: _____

Email: _____

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

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

(b) Each party reserves the right in its sole and absolute discretion to terminate this Agreement by giving the other party not less than 30 days' written notice of such termination.

(c) Notwithstanding the foregoing clause 9(a) and 9 (b) , Receiving Party agrees that its obligations, shall:

(i) In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and

(ii) not apply to any materials or information disclosed to it thereafter.

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

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

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

13. Settlement of Disputes:

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

14. CONFIDENTIALITY OF NEGOTIATIONS

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

15. REPRESENTATION

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

16. ASSIGNMENT

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

17. EMPLOYEES AND OTHERS

Each Party shall advise its Representatives, contractors, subcontractors and licensees, and shall require its Affiliates to advise their Representatives, contractors, subcontractors and licensees, of the obligations of confidentiality and non-use under this Agreement, and shall be responsible for ensuring compliance by its and its Affiliates' Representatives, contractors, subcontractors and licensees with such obligations. In addition, each Party shall require all persons and entities who are not employees of a Party and who are provided access to the Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions no less stringent than those set forth in this Agreement. Each Party shall promptly notify the other Party in writing upon learning of any unauthorized disclosure or use of the Confidential Information by such persons or entities.

18. NO LICENSE

Nothing in this Agreement is intended to grant any rights to under any patent, copyright, or other intellectual property right of the Disclosing Party, nor will this Agreement grant the Receiving Party any rights in or to the Confidential Information of the Disclosing Party, except as expressly set forth in this Agreement.

19. RELATIONSHIP BETWEEN PARTIES:

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

20: UNPULISHED PRICE SENSITIVE INFORMATION (UPS)

_____ agrees and acknowledges that _____, its Partners, employees, representatives etc., by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall be deemed to be "Connected Persons" within the meaning of SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be bound by the said regulations while dealing with any confidential and/ or price sensitive information of RailTel. _____ shall always and at all times comply with the obligations and restrictions contained in the said regulations. In terms of the said regulations, _____ shall abide by the restriction on communication, providing or allowing access to any Unpublished Price Sensitive Information (UPS) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel

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

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

_____:

RailTel Corporation of India Limited:

By_____

Name:

Title:

Witnesses

By_____

Name:

Title:

Annexure-6: EMD (as PBG) Format

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

In consideration of the **RailTel Corporation of India Limited**, (CIN: L64202DL2000GOI107905) having its registered office at Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi - 110023 (Here in after called RailTel) having agreed to exempt ~~Partner Name (CIN:)~~ having its registered office at ~~Partner's address~~ (Here in after called "the said Contractor(s)") from the demand, under the terms and conditions of **EOI NO.** made between **RailTel Corporation of India Limited** and ~~Partner Name~~ for (here in after called "the said Agreement") of security deposit for the due fulfilment by the said contractor (s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for **Rs. /- (In Words)**.

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

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

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

We, ~~Bank's Name~~ further agree that the Guarantee here in contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the **RailTel** under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till **RailTel** certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharge this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the **DD-MM-YYYY(Claim Expiry Date.)** We shall be discharged from all liability under this Guarantee thereafter.

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

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

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

Date : DD-MM-YYYY

Place :

INTEGRITY PACT

RailTel Corporation of India Limited, hereinafter referred to as "The Principal". And
....., hereinafter referred to as "The Bidder/ Contractor"

1. Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for

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

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

2. Section 1- Commitments of the Principal

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

3. Section 2- Commitments of the Bidder(s) / Contractor(s)

- 1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act;

further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure A.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4. Section 3: Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process & exclude him from future business dealings as per the existing provisions of GFR,2017,PC ACT 1988) or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings" and any other Financial Rules/Guidelines applicable to the Principal. Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annexure "B".

5. Section 4: Compensation for Damages

- 1.If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- 2.If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to be terminated the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

6. Section 5: Previous Transgression

- 1.The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti- corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
- 2.If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

7. Section 6: Equal treatment of all Bidders / Contractors/Subcontractors.

- 1.The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a signed commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- 2.The Principal Contractor shall take the responsibility of the adoption of IP by the sub- contractors. It is to be ensured that all sub-contractors also sign the IP.
- 3.In case of a Joint Venture, all the partners of the Joint Venture should sign the Integrity pact.
- 4.The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions

8. Section 7: Criminal charges against violation by Bidder(s) / Contractor(s)

/ Sub contractor(s)

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

9. Section 8: Independent External Monitor / Monitors

1. The Principal appoints competent & credible Independent External Monitors for this pact as nominated by the Central Vigilance Commission (CVC) Government of India, from the panel of IEMs maintained by it. The task of the Monitors is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

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

3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor.

4. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

Note: However, the documents /records/information having National Security implications and those documents which have been classified as

Secret/Top Secret are not to be disclosed.

6. For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management. 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.

The advice of the IEM panel is restricted to resolving issues raised by a bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders.

7. The panel of IEMs are expected to submit a joint written report to the CMD, RailTel within 30 days from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the RailTel Board.

9. The IEMs would examine all complaints received by them and give their recommendations/views to the CMD, RailTel at the earliest. They may also send their report directly to the CVO in case of suspicion of serious irregularities requiring legal/administrative action. Only in case of very serious issue having a specific, verifiable vigilance angle, the matter should be reported directly to the Chief Vigilance Commission.

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

11. In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms & conditions of the contract. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties.

10. Section 9: Pact Duration

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both

the parties till the completion of contract. After award of work, the IEMs shall look into any issue relating to execution of contract, if specifically raised before them. However, the IEMs may suggest systemic improvements to the management of the organization concerned, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.

In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the contract has been awarded.

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

11. Section 10: Other Provisions

1.This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.

2.Changes and supplements as well as termination notices need to be made in writing.

3.If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4.Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5.The parties signing the IP shall not approach the Courts while representing the matters to the IEMs and he/she will await the decision in the matter.

6.Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor

7.The Integrity pact shall be deemed to form a part of contract and parties shall be bound by its provision.

8.Issues like warranty/guarantee etc. should be outside the purview of IEMs. (For & on behalf of the Principal) (For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place:

Date:

Witness 1:

Witness 1:

Address:

Address:

Witness 2:

Witness 2:

Address:

Address:

Compliance to Rule 144 (xi) of GFR, 2017 including amendments till date
(On Organization Letter Head)

Bid Ref No. :

Date:

To,

RailTel Corporation of India Ltd
Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar, New Delhi-110023.

Ref : RailTel/EOI/COMKTG/EB/SOC/2024-25 dated 22nd July 2024

Dear Sir,

I, the undersigned, on behalf of M/s , have read the clause/para regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

(a) I certify that M/s is not from such a country and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I also certify that M/s..... will not offer any products / services of entity from such countries unless such entity is registered with the Competent Authority.

OR (Strikeout either (a) or (b), whichever is not applicable)

(b) I certify that M/s is from such a country and has been registered with the Competent Authority. I also certify that M/s has product/services of entity from such countries and these entity /entities are also registered with the Competent Authority.

(Where applicable, evidence of valid registration by the Competent Authority is to be attached with the bid.)

I hereby certify that M/s fulfills all requirements in this regard and is eligible to be considered.

I hereby acknowledge that in the event of acceptance of my bid on above certificate and if the certificate is found to be false at any stage, the false certificate would be a ground for immediate termination of contract and further legal action in accordance with the Law.

Signature of Authorised Signatory

Name

Designation

Appendix (A)

*****Tender document of Customer of RailTel (CoR)*****

[End Customer SOC RFP.pdf](#)