

# **RailTel Corporation of India Ltd**

**(A Navratna PSU under Ministry of Railways)**



## **NOTICE INVITING EXPRESSION OF INTEREST (EOI)**

**EOI No.: RCIL/EOI/CO/BD/2024/10/IE-BN-01**

**Dated 04 October 2024**

Expression of Interest (EOI) for **Selection of Consortium Partner Independent Engineer (IE) for Amended BharatNet Program**

**Issued by:**

**RailTel Corporation of India Ltd**

**(A Navratna PSU under Ministry of Railways)**

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### **Disclaimer**

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

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

**SCHEDULE OF EVENTS**

1	EOI Document Availability	EOI document can be downloaded from RailTel's website <a href="http://www.railtelindia.com">http://www.railtelindia.com</a> from 04-October-2024 onwards till last date of submission of the EOI.
2	Cost of the EOI Document	NIL
3	EOI Earnest Money Deposit (EOI-EMD) to be submitted along with EOI Response	<p>₹ 10,00,000/- (Rs. Ten Lakh Only) against each package (Package Details as mentioned in Table 1 below) to be submitted through Demand Draft in favour of RailTel payable at Delhi or through Online Transaction/NEFT/RTGS to the below mentioned details towards EOI-EMD by all interested bidders:</p> <p>Account number: 340601010050446  IFSC Code: UBIN0534064  Bank &amp; Branch Name: Union Bank of India, Yusuf Sarai Branch, New Delhi.  Account Holder Name: RailTel Corporation of India Ltd</p> <p>Please note:</p> <p>Last Date for participation in Customer RFP by RailTel is 08.10.2024, therefore selected partner needs to submit ₹ 1,90,00,000/- (Rs. One Crore Ninety Lakh Only) against each package (Package Details as mentioned in Table 1 below) towards balance EMD in the form of BG within the 5 working days from the date of submission of customer RFP, An undertaking on letter head is required to be submitted along with the Offer. If customer RFP submission is extended by one week or more, then balance EMD in the form of BG is to be submitted before last date of submission of customer RFP.</p>
4	Last date of submission of response to EOI Response	15:00 Hrs on 07-October-2024
5	Date & Time of Opening of EOI Response	15:30 Hrs on 07-October-2024
6	Mode of Submission of EOI Response.	<p>All interested partners please note that this is a 'Single Packet Single Envelope Bid Submission'. Bid response may be submitted in sealed envelope through courier / by hand, at the RailTel Office Issuing this EoI.</p> <p>EOI response submitted through any other mode will not be accepted.</p>

Note: 1. RailTel reserves the right to change the above dates at its discretion.

2. Consortium Bids are Not Allowed.

**Table 1**

Package S. No.	State(s)/ UT in the package	ABP Package No.	No. of Blocks	No. of GPs	Existing incremental RKM (laid)	Estimated RKM (to be laid)	Bid Security (INR)
Column-1	Column-2	Column-3	Column-4	Column-5	Column-6	Column-7	Column-8
<b>1</b>	Rajasthan	2	352	11,352	27,875	57,543	<b>2 Crore</b>
	HP	8	80	3,615	713	20,115	
	Haryana	10	142	6,256	10,819	18,023	
	Punjab	12	151	13,337	22,239	15,421	
	1. J&K 2. Ladakh	13	318	4,492	782	13,308	
	<b>SUB TOTAL (Pkg-1)</b>		<b>1,043</b>	<b>39,052</b>	<b>62,428</b>	<b>1,24,410</b>	
<b>2</b>	1. Madhya Pradesh 2. DNH & DD	1	316	22,896	61,917	65,648	<b>2 Crore</b>
	Uttarakhand	5	95	7,937	3,845	26,699	
	UP(W)	6	240	16,218	26,332	26,264	
	<b>SUB TOTAL (Pkg-2)</b>		<b>651</b>	<b>47,051</b>	<b>92,094</b>	<b>1,18,611</b>	
<b>3</b>	1. Karnataka, 2. Goa, 3. Puducherry	4	245	6,391	13,013	51,504	<b>2 Crore</b>
	NER-I (1. Mizoram, 2. Tripura, 3. Meghalaya)	11	130	3,817	1,398	15,623	
	Assam	14	229	2,665	4,435	12,324	
	NER-II (1. Arunachal Pradesh, 2. Nagaland, 3. Manipur)	15	258	5,902	733	12,190	
	Kerala	16	152	978	754	8,500	
	<b>SUB TOTAL (Pkg-3)</b>		<b>1,014</b>	<b>19,753</b>	<b>20,333</b>	<b>1,00,141</b>	
<b>4</b>	UP(E)	3	587	43,072	70,722	56,343	<b>2 Crore</b>
	Bihar	7	534	8,405	24,946	22,664	
	1. West Bengal 2. A&N	9	353	3,412	10,846	18,825	
	<b>SUB TOTAL (Pkg-4)</b>		<b>1,474</b>	<b>54,889</b>	<b>1,06,514</b>	<b>97,832</b>	

**Contact Details for this EOI:**Sh. Manish AGM/BD/9717644211 ([manish@railtelindia.com](mailto:manish@railtelindia.com))Level 02: Sh. Alok V Agnihotri / GM (BD)/9717644211 ([avagnihotri@railtelindia.com](mailto:avagnihotri@railtelindia.com))**Ph No.** +91-011- 22900600 **Fax No.** +91-011-22900699

## 1. About RailTel

RailTel Corporation of India Ltd (RailTel) is one of the largest neutral telecom infrastructure providers in the country owning a Pan-India optic fibre network on exclusive Right of Way (ROW) along Railway track. The OFC network presently reaches to over 4500 towns & cities of the country including several rural areas. With its Pan India high-capacity network, RailTel is working towards creating a knowledge society at various fronts. The portfolio of services provided by RailTel includes Data Centre & DR services, Tele-presence as a service, NLD services, IP-1 services, Internet and Broadband services on a pan-India basis.

Equipped with an ISO 9001, 20000-1:2011 & 27000 certification, RailTel offers a wide gamut of managed telecom services to Indian Telecom market including Managed lease lines, Tower colocation, MPLS based IP-VPN, Internet, Data Centre services, NGN based voice carriage services to Telecom Operators, Dark fibre leasing to MSOs/LCOs. The major customer segment for RailTel comprises of Enterprises, Banks, Government Institutions/Department, Educational Institutions/Universities, Telecom Service Providers, Internet Service Providers, MSOs, etc. RailTel being a "Mini Ratna (Category-I)" PSU is steaming ahead in the enterprise segment with the launch of various services coupled with capacity augmentation in its Core network.

## 2. Background of EOI

RailTel was incorporated with the aim of modernizing the existing telecom system for train control, operation, and safety and to generate additional revenues by creating nationwide broadband and multimedia network, laying optical fiber cable using the right of way along railway tracks. Presently, the optic fiber network of RailTel covers over 61000+ route kilometers and covers 6108+ railway stations across India. Our citywide access across the country is 21000+ kms.

In this regard, RailTel intends to participate in the Tender floated by Bharat Sanchar Nigam Limited i.e., User Organization (**hereafter referred to as 'UON'**) and accordingly seeks to select a suitable consortium partner for pre-bid arrangement. The details of RFP floated by UON is as below:

**Tender Title:** Request for Proposal (RFP) for Selection of Independent Engineer (IE) for Amended BharatNet Program

**UON Tender No:** Tender No. MM/BN/IE/T-807/2024 issued on 06.09.2024

**Tender Document Availability** (including corrigenda): <https://etenders.gov.in/eprocure/app>

Note: Interested partners are strongly advised to refer the pertinent tender documents, corrigenda or any other document published by UON in this regard at the link mentioned above or as mentioned by UON. Interested partners must search on their own, all the relevant information / documents published by UON on the e-tender portal mentioned above / UON's website, for the pertinent tender of UON.

### 3. Scope of Work & Partner Selection

3.1. Interested partners may refer to the UON's requirement as mentioned above and in the pertinent UON's RFP, to understand the overall Scope of Work. Further, stipulated manpower to be provided by CPSE, shall not be in scope of bidder.

3.2. Interested partners may note that this is a 'Single Packet Single Envelope' Bid.

3.3. Only those bids shall be opened, which have been submitted within the stipulated time as mentioned in this EOI document.

3.4. For the opened bid, the bidder will be selected on the basis of highest Marks scored as per the Technical Evaluation Criteria basis for complete 'Scope of Work' as cited at the Clause 3.1. above, subject to the respective overall bid is complying to the requirements of this EOI. The so selected partner will be termed as 'Consortium Partner'. It is re-mentioned, that the final selection of Consortium Partner will be on the basis of highest Marks scored as per the Technical Evaluation Criteria only. Further engagements including soliciting commercial proposal, will be done with 'Consortium Partner' only.

3.6. As of now, EoI response from interested partners is invited assuming that the selected partner may be responsible for delivering of complete 'Scope of Work' as cited at Clause 3.1. above, Accordingly, RailTel at it discern, may take-up a certain portion / percentage of 'Scope of Work' at any point of time during the engagement period. (*The day at which 'Independent Engineer' (IE) is declared, will mark the start of engagement period. The period will be valid till outcome of the UON's inquiry is announced. In case, RailTel comes out to be winner of the UON's inquiry, then the engagement period will get auto-extended to the period RailTel serves UON for the case, unless terminated earlier by RailTel as per terms and conditions mentioned in this EoI document*). In this scenario, commercial engagement with the IE will be for that portion / percentage only, which has not been taken by RailTel. Accordingly, resultant value of work will be derived based on negotiated (*in case*) commercial bid of the IE. Further, in case of issuance of one or more corrigendum by UON post selection of partner by RailTel, resulting change in technical or commercial specification of UON inquiry, in such scenario, RailTel can further continue the case with selected IE including revised commercials, basis on mutual understanding with selected IE.

3.7. RailTel based on inputs / factors available to it from various resources, past experiences of its OFC projects and based on negotiated (*in case*) commercial bid of the consortium partner, will endeavour to place best techno-commercial bid in response to the pertinent UON's inquiry. Further relationship with consortium partner will be based on the outcome pertinent UON's inquiry.

3.8. Validity of the submitted bid (technical and commercial) should be of 180 Days from the last date of submission of EOI response as mentioned in this EOI document.

#### **4. Compliance Requirements for Interested Bidder**

4.1. The interested partner (also called as 'interested bidder') should be an Empanelled Partner as "Business Associate" with RailTel on the date of bid submission. Copy of RailTel's Empanelment Letter may be submitted in this regard.

4.2. The interested partner should submit EOI Earnest Money Deposit (EOI-EMD) in form Demand Draft along-with the EoI response as asked in this EoI document.

4.3. The interested partner must fulfil the eligibility criteria as mentioned below:

S. No.	Eligibility Criteria	Documents to be submitted
1	The Bidder shall be registered under Indian Companies Act, 1956/ 2013 or Limited Liability Partnership Act, 2008 or as amended; with at least 3 years of operations in India as on Bid submission Date.	<p>(i) The Bidder shall submit:</p> <ul style="list-style-type: none"> <li>• Copy of Certification of Incorporation / Memorandum of Association (MoA) and Articles of Association (AoA)/ registration certificate with LLP agreement</li> <li>• Copy of PAN card</li> <li>• Copy of GST Registration</li> </ul> <p>(ii) Certificate from CA of the Company for operations for at least 3 years in India.</p>
2	The cumulative turnover of the Bidder during the last three audited financial years i.e. FY 2021-22, 2022-23, FY 2023-24, shall be at least INR 100 Crores	<p>The Bidder shall submit:</p> <ul style="list-style-type: none"> <li>• Certificate from the Statutory Auditor/CA of the Company mentioning year-wise annual turnover in last 3 audited financial years.</li> <li>• Copy of audited profit and loss statement showing the turnover for last 3 financial years i.e., 2021-22, 2022-23, FY 2023-24</li> </ul> <p><b>Note: In case audit of FY 2023-24 is ongoing, then provisional certificates and financial statements of that FY can be submitted.</b></p>
3	The Net worth of the Bidder shall be positive as per the audited financial results for the last financial year i.e. 2023-24	<p>The bidder shall submit:</p> <ul style="list-style-type: none"> <li>• Certificate from Statutory Auditor/CA clearly stating the Net worth of the Bidder for the last financial year.</li> </ul> <p><b>Note: In case audit of FY 2023-24 is ongoing, then provisional Net worth of that FY can be submitted.</b></p>
4	The Bidder shall have completed Network Acceptance Testing/ Third Party Audit/ Project consulting/ Project Management consisting of at least 30,000 km of OFC network as on bid submission date after 01.04.2017 till bid submission date	<p>The Bidder shall submit:</p> <ul style="list-style-type: none"> <li>• Certificate from the client on its letterhead clearly mentioning the Experience/ Work Completion details and</li> </ul>



S. No.	Eligibility Criteria	Documents to be submitted
	<p><b>Note:</b> If the bidder does not have above mentioned OFC network experience, it can meet the criteria if it has completed Network Acceptance Testing/ Third Party Audit/ Project consulting/ Project Management of same quantity for underground utility works (gas/ sewage/ water pipelines/electrical cables).</p>	Corresponding Work Order from the client (Highlighting the Scope of Work/ services clearly)
5	<p>The Bidder shall have completed Network Acceptance Testing/Third Party Audit/ Project consulting/ Project Management consisting of at least 2,500 active nodes after 01.04.2017 till bid submission date</p> <p><b>Note:</b> The active nodes to be considered for this criterion can be Routers, Layer-3 Switches, BNGs, PTNs/CPANs, DWDM, OLTs of 16 or more ports, e-node-B, BTS and OTN</p>	<p>The Bidder shall submit:</p> <ul style="list-style-type: none"> <li>• Certificate from the client on the letterhead of the client clearly mentioning the technology and the no. of nodes connected. (and) Corresponding Work Order from the client (Highlighting the Scope of Work/ services clearly) from the date of appointment</li> </ul>
6	The Bidder <b>should not have been</b> blacklisted/ debarred by the Ministry of Communication or BSNL or under a debaring order issued by Department of Expenditure (DOE), Ministry of Finance (MOF) covering all central Ministries/ Departments as per provision of OM No.F.1/20/2018-PPD by Department of Expenditure (DoE), MoF dated on 2 <sup>nd</sup> Nov 2021 as on Bid submission date.	<p>The Bidder shall submit:</p> <p>An undertaking signed by Authorized Signatory of the Bid to be provided on Non – judicial stamp paper of INR 100/- or such equivalent amount and document duly attested by notary public. As per Annexure 07.</p>
7	The Bidder should have 75 Technical Employees on their payroll as on bid submission date.	Certificate from Head of Human Resources (HR) along with list of employees along with their qualification and experience eligible under this clause.
8	<p>The Bidder shall have valid ISO as mentioned below:</p> <ul style="list-style-type: none"> <li>• 9001: 2000 certificate for quality management</li> <li>• ISO/IEC 20000:2018 for Information Technology Service Management</li> <li>• ISO/IEC 27001:2022 for Information Security Management System)</li> </ul> <p>Note: All valid versions of the certificate shall be acceptable</p>	<p>The Bidder shall submit:</p> <p>Copy of valid certificate</p>

S. No.	Eligibility Criteria	Documents to be submitted
9	If a Bidder has been declared as non-performer in any USOF project(s) such as BharatNet Project and 4G saturation project, on the bid submission date, such Bidder or Consortium shall stand not eligible to submit the bid for this tender.	A Self-declaration for not being declared as non-performer in any USOF project(s), as per the clause.
10	The Bidder shall not be a Project Implementation Agency (PIA) for implementation of Amended BharatNet Program. The Bidder shall not have any direct or indirect relationship with PIAs concerning the implementation of Amended BharatNet Program	A Self-declaration is required from Bidder as Annexure 08
11	The Bidder from a country which shares land border with India will be eligible to participate if a Bidder, is registered with the competent authority as specified in Annexure-I of O.M. No. 7/10/2021-PPD (1) Dated 23.02.2023 from Department of Expenditure, Ministry of Finance.	The Bidder shall submit an undertaking in this regard as per format provided under Annexure 05, of this EOI document.

Note 1: The agency has to submit all the documents as mentioned in the column "Documents required" in order to further qualify for further processing.

## A. Technical Evaluation Criteria

### I. Turnover (Total Marks=15):

S. N.	Turnover: Audited cumulative annual turnover of the Bidder for the last three financial years i.e. FY 2021-22, FY 2022-23, FY 2023-24.	
	Minimum Turnover required	Rs. 100 Cr
a.	Turnover $\geq$ Rs. 200 Cr	15 marks
b.	Turnover between 200-175 Cr	12 marks
c.	Turnover between 175-150 Cr	10 marks
d.	Turnover in between 150-100 Cr	8 marks

### II. Experience of OFC laying work and/or other underground utility works (Total Marks=30):

S.N.	Experience of completing Network Acceptance Testing / Third Party Audit/ Project consulting/ Project Management consisting of OFC laying work and/or other underground utility works from 01.04.2017 to till bid submission date.	
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	Minimum Experience required	30,000 Kms
a	Experience $\geq$ 60,000 Kms	30 marks
b	Experience between: 60,000 – 50,000 Kms	25 marks
c	Experience between: 50,000 – 40,000 Kms	20 marks
d	Experience between: 40,000 – 30,000 Kms	15 marks

### III. Experience of Active Nodes (Total Marks=15):

S.N.	Experience of completing Network Acceptance Testing/Third Party Audit/ Project consulting/ Project Management consisting of active nodes in last 7 (seven) years as on bid submission date.	
	Minimum Experience Required	2500 Nodes
a	Experience $\geq$ 5000 Nodes	15 Marks
b	Experience between: 5000 – 4000 Nodes	12Marks
c	Experience between: 4000 – 3000 Nodes	10 Marks
d	Experience between: 3000 – 2500 Nodes	8 Marks

### IV. Number of Manpower on Payroll (Total marks=15):

S.N.	The Bidder should have more than 75 Technical Employees on their payroll as on bid submission date	
	Minimum number of Technical Employees on the Payroll	75
a	Number of Technical Staff $\geq$ 100	15 Marks
b	Number of Technical Staff between 100-75	10 Marks

### V. Technical Proposal (Total marks=25):

S.N.	Technical Proposal	
a	Understanding of Scope, Deliverables Approach, Proposed Strategy & Methodology of Project Planning, Past Success Stories, qualification & experience of Key personnel proposed to be deployed, proposed tools/applications to be used to make its deliverables most efficient and effective by the IE (to be evaluated on the basis of written submission)	25 Marks

### B. Bid Evaluation

- I. The bidder who submits all the documents as mentioned under eligibility criteria shall be eligible for the Technical Evaluation as mentioned under Clause A "Technical Evaluation Criteria"
- II. The bidder who secured highest marks as per "Technical Evaluation Criteria" shall be eligible for selection as a consortium partner.

- III. If any bidder withdraws his bid, at any stage after the last date and time of bid submission till the final evaluation or declaration of the final selected bidder, it shall be declared a "defaulting bidder". In such situation the EOI process shall be continued with the remaining bidders as per their ranking.
- IV. If the bidder relents after being declared as selected bidder, it shall be declared as defaulting bidder and RailTel reserves right to blacklist/debarred such company for next three (3) Years from participating in any RailTel EOI. In such situation, the EOI process shall be continued with the remaining bidders as per their ranking.

## **5. EOI-EMD**

5.1. The EOI-EMD amount of non-successful bidder will be returned and EOI-EMD of Consortium Partner will be retained.

5.2. The EOI-EMD will be returned to Consortium Partner:

- (i) In case, RailTel is not the successful bidder for UON's inquiry, OR
- (ii) PBG is submitted by Selected Partner, as mentioned at clause No. 14 of this EOI document and after returning RailTel EMD by UON.

## **6. Proposal Preparation and Submission Cost**

6.1. The interested partner is responsible for all costs incurred in connection with participation in this EOI process, including, but not limited to, cost incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by RailTel to facilitate the evaluation process or all such activities related to the bid process. RailTel will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. This EOI document does not commit to award a contract or to engage in negotiations.

## **7. Amendment to EOI Document**

**7.1.** At any time prior to the deadline for submission of bids, RailTel, may, for any reason can modify the EOI document by an amendment. All the amendments made in the document would be informed by displaying on RailTel's ([www.railtelindia.com](http://www.railtelindia.com)) website only. The interested partners are advised to visit the RailTel website on regular basis for checking necessary updates. RailTel also reserves the rights to amend the dates mentioned in this EOI for bid process. RailTel may, at its discretion, extend the last date for receipt of EOI response.

## **8. Bid Validity Period**

8.1. Bid of Interested partners shall remain valid for the period of 36 Months days from the date of submission of EOI, as mentioned in this EOI document. Further, bid should be made valid for Months days

from the date of issuance of work order / purchase order by UON in favour of RailTel, in case RailTel emerges as successful bidder in pertinent UON's inquiry.

8.2. RailTel may request for an extension of the period of validity. The request and the responses thereto shall be made in writing through e-mail communication only.

## **9. Right to Terminate the Process**

9.1. RailTel may terminate the EOI process at any time without assigning any reason. RailTel makes no commitments, express or implied, that this process will result in a business transaction with anyone. This EOI does not constitute an offer by RailTel. The interested partner's participation in this process may result in RailTel selecting the partner to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by RailTel to execute a contract or to continue negotiations. RailTel may terminate negotiations at any time without assigning any reason.

## **10. Language of Bid**

10.1. The bid prepared by the interested partner and all correspondence and documents relating to the bids exchanged by the bidder and RailTel, shall be written in English Language, provided that any printed literature furnished by the Bidder in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Authorised Signatory of the interested partner.

## **11. Submission of Bid**

11.1. The interested partner should consider any Corrigendum to this EOI document that may have been published before submitting their EOI response. The bid is to be submitted in the mode as mentioned in this EOI document. EOI response submitted in any other mode will not be entertained.

11.2. Interested partners in their own interest are advised to submit the EOI response well in time before the last date and hence to avoid any inconvenience at the last moment.

11.3. An Organization / Interested Partner can submit only 'One EOI Response'. Submission of multiple EOI Response by interested partner(s) may lead to rejection of all of its bid.

## **12. Rights to Accept / Reject any or all EOI Response**

12.1. RailTel reserves the right to accept or reject any EOI Response, and to annul the bidding process and reject all Bids at any time prior to award of the Contract, without thereby incurring any liability to the

affected interested partner(s) / Consortium Partner, or any obligation to inform the affected Bidders of the ground for RailTel's action.

### **13. Payment Terms**

13.1. Payment will be on 'back-to-back' basis and as per the payment terms mentioned in the pertinent UON's inquiry mentioned in this EOI document.

13.2. Payment will be released after receiving the invoice for the work / services and after RailTel has received the payment from UON for the same work / services. Any deduction / penalties levied by UON on invoices of RailTel will be carried back-to-back and will be deducted from consortium partner's invoices.

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

14.1. In case of successful participation by RailTel in the pertinent UON's inquiry and subsequent engagements with consortium partner, the consortium partner shall at its own expense, deposit with RailTel, within 14 Working days, must submit PBG, equivalent to 10% of the order value on receipt of Letter of Acceptance (LoA) / Work Order from RailTel. The PBG should remain valid for 120 days beyond the date of completion of the project and claim period of PBG should be till 01 Year after PBG Validity. An unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled Commercial Bank as per the format enclosed in this EOI is to be submitted, payable on demand, for the due performance and fulfilment of the contract by the consortium partner. All charges whatsoever such as premium, commission, etc. with respect to the PBG shall be borne by the consortium partner. Besides, if the total BG amount comes upto ₹ 05 Lakhs, then same needs to be deposited through DD/RTGS/NEFT in favour of RailTel.

14.2. The PBG would be valid for a period of 120 days beyond the date of completion of the project. The PBG may be discharged / returned by RailTel upon being satisfied that there has been due performance of the obligations of the consortium partner under the contract. However, no interest shall be payable on the PBG. In the event, consortium partner being unable to service the contract for whatsoever reason, RailTel would invoke the PBG at its discern. Notwithstanding and without prejudice to any rights whatsoever of RailTel under the contract in the matter, the proceeds of the PBG shall be payable to RailTel as compensation for any loss resulting from the consortium partner's failure to complete its obligations under the contract. RailTel shall notify the consortium partner in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the consortium partner is in default.

14.3. RailTel shall also be entitled to make recoveries from the consortium partner's bills, PBG or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

14.4. If the service period gets extended by virtue of extension of same by UON, PBG should also be extended accordingly.

14.5. During the contract period, RailTel may issue Purchase Order for the additional services ordered by UON (*in case*) to RailTel. In such scenario(s) also, Clause No. 14.1. to Clause No. 14.4. are to be followed by the consortium partner.

## **15. Details of Commercial Bid / Financial Bid**

15.1. The commercial bid shall be asked at the later stage by RailTel from the selected partner i.e. Consortium Partner.

## **16. Duration of the Contract Period**

16.1. The contract duration shall be same as of UON's contract duration with RailTel until otherwise terminated earlier, subject to successful participation of RailTel in the pertinent UON's inquiry. The contract duration can be renewed / extended by RailTel at its discern, in case UON extends / renews services with RailTel by virtue of extending / renewing / new issuance of one or more Purchase Order(s) placed by UON to RailTel.

## **17. Restrictions on 'Transfer of Agreement'**

17.1. The consortium partner shall not assign or transfer its right in any manner whatsoever under the contract / agreement to a third party or enter into any agreement for sub-contracting and/or partnership relating to any subject matter of the contract / agreement to any third party either in whole or in any part i.e. no sub-contracting / partnership / third party interest shall be created.

## **18. Suspension, Revocation or Termination of Contract / Agreement**

18.1. RailTel reserves the right to suspend the operation of the contract / agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities, in such a situation, RailTel shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the contract / agreement will not be a cause or ground for extension of the period of the contract / agreement and suspension period will be taken as period spent. During this period, no charges for the use of the facility of the consortium partner shall be payable by RailTel.

18.2. RailTel may, without prejudice to any other remedy available for the breach of any conditions of agreements, by a written notice of Three (03) month issued to the consortium partner, terminate/or suspend the contract / agreement under any of the following circumstances:

- a) The consortium partner failing to perform any obligation(s) under the contract / agreement.
- b) The consortium partner failing to rectify, within the time prescribed, any defect as may be pointed out by RailTel.
- c) Non adherence to Service Level Agreements (SLA) which RailTel has committed to CRIS for the pertinent tender.
- d) The consortium partner going into liquidation or ordered to be wound up by competent authority.

- e) If the consortium partner is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to RailTel in writing. In that case, the written notice can be modified by RailTel as deemed fit under the circumstances. RailTel may either decide to issue a termination notice or to continue the agreement by suitable modifying the conditions, as it feels fit under the circumstances.
- f) It shall be the responsibility of the consortium partner to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of contract / agreement is pending and if the Quality of Performance of Solution is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of which consortium partner's PBG related to contract / agreement along with PBG related to the Empanelment Agreement with RailTel shall be forfeited, without any further notice.
- g) Breach of non-fulfillment of contract / agreement conditions may come to the notice of RailTel through complaints or as a result of the regular monitoring. Wherever considered appropriate RailTel may conduct an inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the successful bidder or not. The consortium partner shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry. In case of default by the consortium partner in successful implementation and thereafter maintenance of services / works as per the conditions mentioned in this EOI document, the PBG(s) of consortium partner available with RailTel will be forfeited.

## **19. Dispute Settlement**

19.1. In case of any dispute concerning the contract / agreement, both the Consortium Partner and RailTel shall try to settle the same amicably through mutual discussion / negotiations. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and Conciliation 1996 or any amendment thereof. Place of Arbitration shall be New Delhi.

19.2. The arbitral tribunal shall consist of the Sole Arbitrator. The arbitrator shall be appointed by the Chairman & Managing Director (CMD) of RailTel Corporation of India Ltd.

19.3. All arbitration proceedings shall be conducted in English.

## **20. Governing Laws**

20.1. The contract 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.



## **21. Statutory Compliance**

21.1. During the tenure of this Contract nothing shall be done by consortium partner in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof and shall keep RailTel indemnified in this regard.

21.2. The Bidder shall comply and ensure strict compliance by his/her employees and agents of all applicable Central, State, Municipal and Local laws and Regulations and undertake to indemnify RailTel, from and against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule, including but not limited to the claims against RailTel or its Customer under Employees Compensation Act, 1923, The Employees Provident Fund and Miscellaneous Provisions Act, 1952, The Contract Labour (Abolition and Regulation) Act 1970, Factories Act, 1948, Minimum Wages Act and Regulations, Shop and Establishment Act and Labour Laws which would be amended/modified or any new act if it comes in force whatsoever, and all actions claim and demand arising therefrom and/or related thereto.

## **22. Intellectual Property Rights**

22.1. Each party i.e. RailTel and consortium partner, acknowledges and agree that the other party retains exclusive ownership and rights in its trade secrets, inventions, copyrights, and other intellectual property and any hardware provided by such party in relation to this contract / agreement.

22.2. Neither party shall remove or misuse or modify any copyright, trade mark or any other proprietary right of the other party which is known by virtue of this EoI and subsequent contract in any circumstances.

## **23. Severability**

23.1. In the event any provision of this EOI and subsequent contract with consortium partner is held invalid or not enforceable by a court of competent jurisdiction, such provision shall be considered separately and such determination shall not invalidate the other provisions of the contract and Annexure/s which will be in full force and effect.

## **24. Force Majeure**

24.1. If during the contract period, the performance in whole or in part, by other 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 EVENT) , provided notice of happenings of any such event is given by the affected party to the other, within twenty one (21) days from the 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 contract shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.

24.2. 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 sixty (60) 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 contract. Neither party shall be liable for any breach, claims, and damages against the other, in respect of non-performance or delay in performance as a result of Force Majeure leading to such termination.

## **25. Indemnity**

25.1. The consortium partner agrees to indemnify and hold harmless RailTel, its officers, employees and agents (each an "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from:

- a) Any mis-statement or any breach of any representation or warranty made by consortium partner or
- b) The failure by the consortium partner to fulfill any covenant or condition contained in this contract by any employee or agent of the Bidder. Against all losses or damages arising from claims by third Parties that any Deliverables (or the access, use or other rights thereto), created by consortium partner pursuant to this contract, or any equipment, software, information, methods of operation or other intellectual property created by consortium partner pursuant to this contract, or the SLAs (i) infringes a copyright, trade mark, trade design enforceable in India, (ii) infringes a patent issues in India, or (iii) constitutes misappropriation or unlawful disclosure or used of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); or
- c) Any compensation / claim or proceeding by ECT or any third party against RailTel arising out of any act, deed or omission by the consortium partner or
- d) Claim filed by a workman or employee engaged by the Consortium Partner for carrying out work related to this agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

25.2. Any payment made under this contract to an indemnity or claim for breach of any provision of this contract shall include applicable taxes.

## **26. Confidentiality cum non-disclosure**

26.1. The Receiving Party agrees that it will not disclose to third party/parties any information belonging to the Disclosing Party which is provided to it by the Disclosing Party before, during and after the execution of this contract. All such information belonging to the Disclosing Party and provided to the Receiving Party shall be considered Confidential Information. Confidential Information includes prices, quotations, negotiated issues made before the execution of the contract, design and other related information. All information provided by Disclosing Party to the Receiving Party shall be considered confidential even if it is not conspicuously marked as confidential.

26.2. Notwithstanding the foregoing, neither Party shall have any obligations regarding non-use or non-disclosure of any confidential information which:

- a) Is already known to the receiving Party at the time of disclosure;
- b) Is or becomes part of the public domain without violation of the terms hereof;
- c) Is shown by conclusive documentary evidence to have been developed independently by the Receiving Party without violation of the terms hereof;
- d) Is received from a third party without similar restrictions and without violation of this or a similar contract.

26.3. The terms and conditions of this contract, and all annexes, attachments and amendments hereto and thereto shall be considered Confidential Information. No news release, public announcement, advertisement or publicity concerning this contract and/or its contents herein shall be made by either Party without the prior written approval of the other Party unless such disclosure or public announcement is required by applicable law.

26.4. Notwithstanding the above, information may be transmitted to governmental, judicial, regulatory authorities, if so, required by law. In such an event, the Disclosing Party shall inform the other party about the same within 30 (thirty) Days of such disclosure.

26.5. This Confidentiality and Non- Disclosure clause shall survive even after the expiry or termination of this contract.

## **27. Exit Management**

### **27.1. Exit Management Purpose**

- a) This clause sets out the provision, which will apply during Exit Management period. The parties shall ensure that their respective associated entities carry out their respective obligation set out in this Exit Management Clause.
- b) The exit management period starts, in case of expiry of contract, at least 03 months prior to the date when the contract comes to an end or in case of termination contract, on the date when the notice of termination is sent to the consortium partner the exit management period

ends on the date agreed upon by RailTel or Three (03) months after the beginning of the exit management period, whichever is earlier.

27.2. Confidential Information, Security and Data: consortium partner will promptly, on the commencement of the exit management period, supply to RailTel or its nominated agencies the following *(if asked by RailTel in writing)*:

- a) Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to the project, project's customized source code *(if any)*; any other data and confidential information created as part of or is related to this contract;
- b) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RailTel and its nominated agencies, or its replacing vendor to carry out due diligence in order to transition the provision of the services to RailTel or its nominated agencies, or its replacing vendor (as the case may be).

27.3. Employees : Promptly on reasonable request at any time during the exit management period, the consortium partner shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide RailTel a list of all employees (with job titles and communication address), dedicated to providing the services at the commencement of the exit management period; To the extent that any Transfer Regulation does not apply to any employee of the consortium partner, RailTel or the replacing vendor may make an offer of contract for services to such employees of the consortium partner and the consortium partner shall not enforce or impose any contractual provision that would prevent any such employee from being hired by RailTel or any replacing vendor.

27.4. Rights of Access to Information: Besides during the contract period, during the exit management period also, if asked by RailTel in writing, the consortium partner shall be obliged to provide an access of information to RailTel and / or any Replacing Vendor in order to make an inventory of the Assets (including hardware / software / active / passive), documentations, manuals, catalogues, archive data, Live data, policy documents or any other related material.

**Note:** RailTel at its sole discern may not enforce any or all clauses / sub-clauses under the 'Exit Management' clause due to administrative convenience or any other reasons as deemed fit by RailTel.

## **28. Changes in Contract Agreement**

28.1. No modification of the terms and conditions of the Contract Agreement shall be made except by written amendments signed by the both consortium partner and RailTel.

**EOI COVER LETTER**  
*(On Organization Letter Head)*

Bid Ref No.:

Date:

To,

General Manager (BD),  
RailTel Corporation of India Limited,  
Plate-A, 6<sup>th</sup> Floor, Office Block Tower-2,  
East Kidwai Nagar, New Delhi - 110023

**Ref: EOI No. RCIL/EOI/CO/BD/2024/10/IE-BN-01**

Dear Sir,

1. I, the undersigned, on behalf of M/s ....., having carefully examined the referred EOI offer to participate in the same, in full conformity with the said EOI and all the terms and conditions thereof, including corrigendum issued till last date of submission of EOI.
2. I agree to abide by this Proposal, consisting of this letter, Technical and Commercial Proposals, for a period of 180 days from the date fixed for submission of Proposals as stipulated in the EOI and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consortium Partner for the aforesaid Service, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
4. I undertake, if our Bid is accepted, to commence our services as per scope of work as specified in the contract document.
5. Until a formal Purchase Order or Contract is prepared and executed, this Bid and supplement / additional documents submitted (if any), together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Signature of Authorised Signatory

Name

Designation

**Annexure – 02****Compliance to Rule 144 (xi) of GFR, 2017 including amendments till date**  
(On Organization Letter Head)

Bid Ref No.:

Date:

To,

General Manager (BD),  
 RailTel Corporation of India Limited,  
 Plate-A, 6<sup>th</sup> Floor, Office Block Tower-2,  
 East Kidwai Nagar, New Delhi - 110023

**Ref: EOI No. RCIL/EOI/CO/BD/2024/10/IE-BN-01**

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 bid of M/s ..... on above undertaking and if the undertaking is found to be false at any stage, the false undertaking would be a ground for immediate termination of contract and further legal action in accordance with the Law, including but not limited to the encashment of Bank Guarantee related to Empanelment and Performance Bank Guarantee (PBG), as available with RailTel, related to this EoI.

Signature of Authorised Signatory

Name

Designation

**Annexure – 03****Undertaking for Non-Blacklisting & Arbitration Case**  
*(On Organization Letter Head)*

Bid Ref No.:

Date:

To,

General Manager (BD),  
RailTel Corporation of India Limited,  
Plate-A, 6<sup>th</sup> Floor, Office Block Tower-2,  
East Kidwai Nagar, New Delhi - 110023

**Ref: EOI No. RCIL/EOI/CO/BD/2024/10/IE-BN-01**

Dear Sir,

I, the undersigned, on behalf of M/s ..... , hereby submits that

1. We are not blacklisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body at the time of submission of bid.
2. We are not having any ongoing or past, arbitration case(s) with RailTel at the time of submission of bid.

I hereby acknowledge that in the event of acceptance of bid of M/s ..... on above undertaking and if the undertaking is found to be false at any stage, the false undertaking would be a ground for immediate termination of contract and further legal action in accordance with the Law, including but not limited to the encashment of Bank Guarantee related to Empanelment and Performance Bank Guarantee (PBG), as available with RailTel, related to this EoI.

Signature of Authorised Signatory

Name

Designation

**Annexure – 04****CHECKLIST OF DOCUMENTS FOR TECHNICAL BID**

S. No.	Document
1	EOI Cover Letter ( <i>Annexure-01</i> )
2	Copy of RailTel's Empanelment Letter
3	Details of Payment towards EOI-EMD
4	Compliance to Rule 144 (xi) of GFR, 2017 ( <i>Annexure-02</i> )
5	Undertaking for Non-Blacklisting & Arbitration Case ( <i>Annexure-03</i> )
6	Other Documents as asked at Clause No. 4, above
7	Copy of Permanent Account Number (PAN) / Taxpayer Identification Number (TAN)
8	Copy of Goods and Service Tax Identification Number (GSTIN)
9	All the Annexure as per the EOI
10	All the documents as mentioned in the EOI

**Note:**

1. The technical bid should have a 'Index' at the starting and all pages of bid should be serially numbered and should be traceable as per the 'Index'.
2. All the submitted documents should be duly stamped and signed by the Authorized Signatory at each page.
3. The above checklist is indicative only. RailTel may ask for additional documents from the bidders, as per the requirement.



**Certificate to be submitted by Bidders**

(On Company's Letter Head)

**Reference-1:** BSNL T.E. No.....issued on behalf of USOF, DoT on .....

**Reference-2:** Department of Expenditure Office Memorandums (OMs) No. 7/10/2021-PPD (1) dated 23<sup>rd</sup> February 2023.

I, \_\_\_\_\_ in capacity of authorized signatory of M/s.....having \_\_\_\_\_ Regd. \_\_\_\_\_ office at.....being a participant bidder in

BSNL Tender Enquiry cited at reference 1 above, hereby declare that I have read and understood the clause regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of defense of India and National Security issued vide OM cited at reference 2 above, on procurement from a bidder of a country which shares a land border with India.

I, hereby, further certify that our Company is not from such a country which shares a land border with India and in light of conditions & restrictions imposed vide cited OMs, we fulfil all the requirements in this regard to become eligible to be considered in the subject Tender Enquiry by BSNL.

(Name of the authorized signatory)

Signature

Designation in

Company Seal /

Stamp of

Company

Counter signed by Company Secretary of the Company with seal / stamp

**Annexure – 06****Proforma for Performance Bank Guarantee**

To,

General Manager (BD),  
RailTel Corporation of India Limited,  
Plate-A, 6<sup>th</sup> Floor, Office Block Tower-2,  
East Kidwai Nagar, New Delhi - 110023

1. In consideration of the RailTel Corporation of India Limited, having its registered office at Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 (Herein after called RailTel) having agreed to exempt ..... (Hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Purchase Order No.....dated made between.....and for (hereinafter called "the said Agreement") of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. .... (Rs ..... only). We ..... (indicate the name of the Bank) hereinafter referred to as "the Bank") at the request of ..... Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. .... against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We, Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs . ....
3. We, ..... bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Tenderer(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) / Tenderer(s) shall have no claim against us for making such payment.
4. We, ..... Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the ..... We shall be discharged from all liability under this Guarantee thereafter.
5. We, ..... (indicate the name of Bank) further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of 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 affect of so relieving us.

This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s) / Tenderer(s).

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

**Dated the      day of 2024**

for .....  
(indicate the name of the Bank)

Witness

- a. Signature  
Name
- b. Signature  
Name

Note: Bank Guarantee should be accompanied with SFMS Report. Details of RailTel in this regard are as below:

BG advising message – IFN 760COV/ IFN 767COV via SFMS

To mandatorily 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

**Annexure 07**

**Format of Declaration Proforma for Non-Blacklisting**

(To be provided on Non – judicial stamp paper of INR 100/- or such  
equivalent amount and duly attested by notary public)

**Place:**

**Date:**

To,  
General Manager (BD),  
RailTel Corporation of India Limited,  
Plate-A, 6<sup>th</sup> Floor, Office Block Tower-2,  
East Kidwai Nagar, New Delhi - 110023

Ref: EOI No. ....

**Subject: Declaration Letter for Non-Blacklisting of the Bidder.**

Sir/Madam,  
We, the undersigned, hereby declare that we are not blacklisted/ debarred with  
Ministry of Communication or BSNL or debarring order issued by Department of  
Expenditure (DOE), Ministry of Finance (MOF) covering all central Ministries/  
Departments as per provision of OM No.F.1/20/2018- PPD by Department of  
Expenditure (DoE), MoF dated on 2<sup>nd</sup> Nov 2021, as on Bid submission date.

For and on behalf of Signature:  
(Authorised Signatory) Name of the  
person: Designation:

Name of the  
Respondent:  
Address of the  
Respondent:  
Company seal:

**Declaration to be submitted by Bidders**

(On Company's Letter Head)

I, \_\_\_\_\_ in capacity of authorized signatory of  
M/s.....having Regd. office  
at....., hereby  
declare that if we

are appointed as Project Implementing Agency (PIA), either as a sole bidder or as a member  
of a consortium bidder, in the Tender No. MM/BNO&M/BN-III/T-791/2024 issued on  
15.02.2024, then the bid submitted for this tender shall be treated as non-responsive.

(Name of the authorized signatory)

Signature

Designation in

Company Seal /

Stamp of

Company

Counter signed by Company Secretary of the Company with seal / stamp