



**रेलटेल कार्पोरेशन ऑफ इंडिया लिमिटेड (आर सी आई एल)**  
RailTel Corporation of India Limited (RCIL)

**Expression of Interest for Selection of System Integrator**

**For**

**“Supply, Erection, Testing & Commissioning of Tower for 4G LTE-R on MAS-GDR, MAS-AJJ, AJJ-RU SECTIONS (271KM) of Chennai division of Southern Railway”**

**Electronic Eoi Document**

**Expression of Interest**

**Eoi No: - RailTel/SR/SC/Mktg/2024-25/EOI/SR- 4G LTE-R**

**EXPRESSION OF INTEREST NOTICE****e-Eol No RailTel/SR/SC/Mktg/2024-25/EOI/SR- 4G LTE-R**

RailTel Corporation of India Ltd. (RailTel) invites bids against e-Eol from RailTel's Empanelled Business Associates for Selection of System Integrator for the work of "Supply, Erection, Testing & Commissioning of Tower for 4G LTE-R on MAS-GDR, MAS-AJJ, AJJ-RU SECTIONS (271KM) of Chennai division of Southern Railway." **as per Dy.CSTE/Projects/MS Tender No: : PROJ\_MS\_LTE\_2406, Dated 09.08.2024 (Corrigendum-1 dated 18.09.2024)**

The details are as under: -

a)	Closing date for Submission of e-Bids	Up to 16:00 hrs. of 15.10.2024 (Online)
b)	Date of opening of E-Bids	Up to 16:15 hrs. of 15.10.2024 (Online)
c)	Eol Estimated value	Rs. 47,62,38,497 /-
d)	Earnest Money Deposit (EMD)	Rs. 23,81,200/- in the form of Bank Guarantee / ONLINE PAYMENT as per format in Form-12 Chapter-6. Validity of the BG should be 180 days from the Last Date of submission of Bid
e)	Cost of Eol Document	Nil
f)	e-Eol portal for Submission of Bids	<a href="https://railtel.eNivida.com">https://railtel.eNivida.com</a>
g)	Place of Opening of Eol	The Office of Executive Director, RailTel Corporation of India Ltd., 1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road, opp. Shoppers Stop, Begumpet, Hyderabad- 500 016
h)	Bidding Type	EPC (Single Stage)
i)	Tender Type	Online

**Note:**

Firms registered with UDYAM under Ministry of MSME are exempted from submission of cost of EMD.

Firms claiming for the above exemptions under UDYAM, have to submit supporting documents as per clause no 5.8 (Sec.II – Instructions to the contractor) without which their offers will be considered as invalid and liable for rejection

The bidder shall bear all costs associated with the preparation, submission/participation in the bid. Purchaser in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process

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

The bidder shall bear all costs associated with the preparation, submission/participation in the bid. RailTel in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

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

Hereinafter the Dy.CSTE/Projects/MS EPC Tender no: PROJ\_MS\_LTE\_2406 dated 09.08.2024 (Corrigendum 1 dated 18.09.2024) and its Corrigenda/ Addenda will be referred as "Dy.CSTE/Projects/MS Tender" and this EOI document will be referred as "EOI"

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## CHAPTER-1: OFFER LETTER

To

**The Executive Director,**

RailTel Corporation of India Ltd.,

1-10-39 to 44, 6A, 6th Floor,

Begumpet Airport Road, opp. Shoppers Stop,

Begumpet, Hyderabad- 500 016.

1. I/We \_\_\_\_\_ have read the various conditions detailed in Eol documents and Dy.CSTE/Projects/MS Tender No: PROJ\_MS\_LTE\_2406 dated 09.08.2024 (Corrigendum 1 dated 18.09.2024) attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this offer open for acceptance for a period of 180 days from the date of submission and in default thereof, I/We will be liable for face action. I/We offer to do the work at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work of subject Eol within timelines as specified in Dy.CSTE/Projects/MS tender from the date of issue of LOA. I/We also hereby agree to abide by the Various Conditions of Eol/Contract/ Dy.CSTE/Projects/MS tender and to carry out the supplies/services according to the Specifications for items/materials and works laid down by RailTel.

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

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

or

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

or

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

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

SIGNATURE OF CONTRACTOR (S)

Date

SIGNATURE OF WITNESS

CONTRACTOR (S) ADDRESS

1.

2.

**CHAPTER- 2A Deleted.**

**CHAPTER 2B Deleted.**

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### **CHAPTER-3: SCOPE OF WORK AND TECHNICAL REQUIREMENTS**

All the requirement of Dy.CSTE/Projects/MS tender document shall be applicable. Certain aspects are brought out, but they are not exhaustive.

#### **3.A. Introduction**

##### **3.A.1 About RailTel**

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

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

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

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

##### **3.A.1.1 Scope of Work**

As per the Dy.CSTE/Projects/MS tender document attached

##### **3.A.1.2 Bidder's Scope.**

As per the Dy.CSTE/Projects/MS's EPC tender No: PROJ\_MS\_LTE\_2406 dated 09.08.2024 (Corrigendum 1 dated 18.09.2024) **and its corrigenda** document attached.

##### **3.A.1.3 Compliance to Technical Requirements**

As per the Dy.CSTE/Projects/MS tender document attached.

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

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

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

#### **3.B.1. Inspection**

As per the Dy.CSTE/Projects/MS tender document attached.

#### **3.B.2. Installation**

As per the Dy.CSTE/Projects/MS tender document attached.

#### **3.B.5 Final Acceptance**

As per the Dy.CSTE/Projects/MS tender document attached.

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

#### **3.C.1 Training**

As per the Dy.CSTE/Projects/MS tender document attached.

#### **3.C.2 Vendor Data Requirement and Documentation**

As per the Dy.CSTE/Projects/MS tender document attached.

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## **CHAPTER- 4 A**

### **COMMERCIAL TERMS & CONDITIONS**

#### **4.A.1 Offer letter and Validity of offer**

As per the Dy.CSTE/Projects/MS EPC Tender document attached.

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

#### **4.A.2 Warranty**

As per the Dy.CSTE/Projects/MS EPC Tender document attached.

##### **4.A.2.1 Warranty Support**

As per the Dy.CSTE/Projects/MS EPC Tender document attached.

#### **4.A.3 Long Term Maintenance Support**

As per the Dy.CSTE/Projects/MS EPC Tender document attached.

#### **4.A.4 Implementation timeline**

As per the Dy.CSTE/Projects/MS EPC Tender document attached.

#### **4.A.5 Project Deployment**

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

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

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

Installation and commissioning of software, hardware and equipment as per terms and conditions of the EOI and Dy.CSTE/Projects/MS EPC Tender.

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

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

#### **4.A.6 Payment Terms**

##### **4.A.6.1 Payment Terms for Capex Items:**

The payment terms will be as per Dy.CSTE/Projects/MS EPC Tender document on a back-to-back basis on receipt of payment from Dy.CSTE/Projects/MS. All terms and conditions shall be as per Dy.CSTE/Projects/MS EPC Tender.

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

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

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

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

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

As per the Dy.CSTE/Projects/MS EPC Tender document attached.

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

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

As per the Dy.CSTE/Projects/MS EPC Tender document attached.

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

- a. The items supplied by bidder fail to achieve the performance as stipulated in this and Dy.CSTE/Projects/MS EPC Tender documents or
- b. The bidder fails to provide the warranty and other services including SLA in scheduled time frame, as stipulated in this document or
- c. The bidder delays to provide the warranty services as stipulated in this document.

#### **4.A.8 Verification of BG for SD/PBG –**

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

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

#### **4.A.9. Taxes & Duties**

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

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

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

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

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

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

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

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

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

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

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

As per the Dy.CSTE/Projects/MS EPC Tender document attached.

#### **4.A.11. Manpower Support**

As per the Dy.CSTE/Projects/MS EPC Tender document attached.

#### **4.A.12 Insurance**

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

The Contractor shall take out and keep in force a policy or policies of insurance from the date, the delivery of material starts (including the transit portion) against all liabilities of the Contractor or the Purchaser. The contractor shall take out and keep in force a Policy or policies of Insurance for all materials covered in schedule of requirement irrespective of whether used up in the portion of work already done or kept for the use in the balance portion of the work until such material are provisionally handed over to RailTel. The goods will be issued by purchaser to supplier and risk of goods shall remain with supplier until the issue of final acceptance by RailTel/Dy.CSTE/Projects/MS Insurance policy has to be kept valid by the contractor till issue of final acceptance by RailTel (RCIL)/Dy.CSTE/Projects/MS.

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

#### **4.A.13 Liquidated Damages**

Liquidated damage shall be as per Dy.CSTE/Projects/MS EPC Tender condition and all the LD except those attributable purely to RailTel, imposed by Dy.CSTE/Projects/MS shall be recovered from the contractor.

#### **4.A.14 Transportation**

The rates quoted should be CIP destination. The destination shall be Site Locations of Dy.CSTE/Projects/MS which shall be indicated by RailTel.

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

#### **4.A.15 Statutory Deductions**

These will be made at source as per the rules prevalent in the Dy.CSTE/Projects/MS, EPC Tender.

#### **4.A.16 Qualification Criteria**

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

**4.A.16.1 Qualification Requirements of Bidders:** To be eligible for Qualification an individual Bidder, shall fulfil the following conditions of eligibility:

**4.A.16.1.1 Technical and Financial Capacity:** For demonstrating Technical Capacity and experience (the “Technical Capacity”), the Bidder shall, during the last 5 (five) previous financial Years and the current financial year upto the Base month.

- (i) have received payments for supply and/or construction of Eligible Project(s), or has undertaken construction works by itself in a PPP project, such that the sum total thereof, as further adjusted in accordance with Dy.CSTE/Projects/MS EPC Tender Clause 2.2.2.4 (i) and (ii), is more than 2 (Two) times the Estimated Project Cost (the “Threshold Technical Capacity”).

Provided that at least one Eighth of the Threshold Technical Capacity shall be from the Eligible Projects in Category 1 and/ or Category 3 specified in Dy.CSTE/Projects/MS EPC Tender Clause 2.2.2.4 (i) & (ii)

- (ii) Undertaken at least one Eligible Project of Railway Sector as mentioned in Dy.CSTE/Projects/MS EPC Tender clause 2.2.2.4/iii of value of not less than 25% (twenty-Five per cent) of the EOI's Estimated Project cost and have received payments for not less than 75% (seventy five per cent) value of present Contract Value (excluding the payment made for adjustment of Price variation (PVC), if any) of such project

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

#### **4.A.17 Eligibility Criteria Requirements for Bidders:**

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

<b>S No.</b>	<b>Parameter</b>	<b>Eligibility Criteria</b>	<b>Supporting Documents to be Submitted</b>	<b>Compliance (Y/N)</b>
<b>A</b>	<b>Empanelment</b>	Bidder must be empaneled with RailTel as business associate.	i) Copy of Empanelment letter or application details for BA with RCIL ii). If bidder has applied for empanelment and issue of letter of empanelment is pending, then, bidder has to submit proof of, payment of empanelment fee/EMD or acknowledgement letter of submission of empanelment documents	
<b>B</b>	<b>Financial Conditions</b>			
1	General	<b>The company must have:</b> I. registered under Companies Act, 1956 or Companies Act 2013 or as amended and should have at least 3 years of operations in India as on bid submission date. II. Been registered with GST.	I. Certificate of Incorporation II. Copy of PAN Card. III. Copy of GST registration certificate. IV. Copy of ITR filed.	

		III. Has paid ITR for last 3 financial year ending 31st March 2022.		
2	Turnover (Technical capacity)	Should have a average turnover of two times of EOI's estimated value during the last 5 (five) previous financial Years from supply/services in India/abroad	Turn over Certificate issued by the Chartered Accountant. Certificate should contain UDIN no. issued by ICAI or Audited Balance sheet with P&L statements	
3	Positive Net worth	The Bidder shall have a minimum Net Worth of 5% (five per cent) of EOI's Estimated value at the close of the preceding Financial Year.	Positive Net Worth and Profitability Certificate is-sued by the CA. Certificate should contain UDIN no. issued by ICAI	
4	EMD	Rs. 23,81,200- in the form of Bank Guarantee / ONLINE PAYMENT as per format in Form-12 Chapter-6. Validity of the BG should be 180 days from the Last Date of submission of Bid. Scanned copy of BG should be submitted with Bid.	Physical Copy of BG should be submitted within 5 days after bid submission (i.e., 22.10.2024).	
<b>C Technical</b>				
1	General	Power of Attorney	Power of Attorney and Board Resolution in favor of one of its employees who will sign the Bid Documents.	
2	Experience-1	Provided that at least one fourth of the Threshold Technical Capacity shall be from the Eligible Projects in Category 1 and/ or Category 3 specified in Dy.CSTE/Projects/MS EPC Tender Clause 2.2.2.4 (i) & (ii)	Documents to be submitted as per Dy. CSTE/Project/MS RFP of tender document. Annexure-II and Annexure-IV.	
3	Experience-2	Undertaken at least one Eligible Project of Railway Sector as mentioned in Dy.CSTE/Projects/MS EPC Tender clause 2.2.2.4/iii of value of not less than 35% (Thirty-Five per cent) of the EOI's Estimated Project cost and have received payments for not less than 75% (seventy five per cent) value of present Contract Value (excluding the payment made for adjustment of Price variation (PVC), if any) of such project		
4	Not be black-listed	The bidder including Sub contractors should not have been black listed currently by Central	Self-Declaration by the Bidder on Company's letter head	

		Govt. /State Govt./CPSU in India or anywhere globally by Government for security reasons.		
5	Technical Man-power	Bidder should have more than 10 Technical Manpower on their payroll	Self-Certification from authorized /HR Head of the organization.	

**In addition to the above, the bidder must comply with each of the following eligibility requirements:**

- a. Bidder need to provide Single point of contact and also share the support and escalation matrix with details like e-Mail IDs and Phone nos.
- b. The bidder must agree to provide and execute the entire scope of work involved as per Dy.CSTE/Projects/MS EPC Tender document.

#### **4.A.18 Eligibility Credentials and Verification**

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

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

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

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

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

#### **4.A.19 RailTel Reserves the right:**

- (i) To verify, if so desired, the correctness of documentary evidence furnished by the bidder.
- (ii) To verify the successful operation and performance of qualifying projects and bidder shall arrange permission for the same.

- (iii) To carry out capability assessment of the bidder(s) including referral to in-house information.
- (iv) RailTel shall not be responsible for any delay in the receipt of Eols and reserves the right to **ACCEPT/REJECT** any or all Eols without assigning any reason. To ask the clarification and supporting documents in respect to submitted eligibility documents.

#### **4.A.20 Evaluation of Offer**

The technical bids will be evaluated in two steps-

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

During evaluation of offer, if required RailTel may ask clarification or documents from the bidder.

Additional features offered by the bidder, over and above the ones asked for in the Eol documents, shall not be considered for evaluation of bids.

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

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

#### **4.A.21. Award of contract:**

Work involved is labour intensive and spread across larger area. Timeline for delivery are stringent and extremely critical for roll-out of LTE project of S.C.Rly. To mitigate the risk and early delivery, Eol is floated to conclude the L1 bidder.

#### **4.A.22 Consortium with RailTel**

Successful bidder has to enter into a consortium with RailTel and the consortium documents of the Dy.CSTE/Projects/MS format will be used

#### **4.A.23 Earnest Money Deposit (EMD)**

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

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



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

#### **4.A.24 Offer/ Bid Prices**

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

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

#### **4.A.25 NIL Deviation**

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

#### **4.A.26 Inspection**

Inspection will be carried by RailTel/customer appointed agency if required by customer and/or as per Dy.CSTE/Projects/MS EPC Tender conditions. Any additional Scope of the Inspection would be as per the requirement of the Customer.

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

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

#### **4.A.27 Force Majeure**

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

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

#### **4.A.28 Settlement of Disputes/Arbitration**

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

#### **4.A.29 Governing Laws**

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

#### **4.A.30 Indemnity by Contractors**

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

#### **4.A.31 Termination for Default**

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

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

#### **4.A.31 Risk, Cost & Ownership**

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

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

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

#### **4.A.32. Termination for Insolvency**

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

#### **4.A.33 Rates During Negotiation**

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

#### **4.A.34 Submission of Offer (Online Eol)**

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

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

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

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

#### **4.A.35 Constitution of Firm and power of Attorney**

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

- (a) As sole proprietor of the concern or as attorney of the sole Proprietor.
- (b) As a partner or partners of the firm.

- (c) As a Director, Manager or Secretary in the case of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Association.

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

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

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

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

#### **4.A.36 Opening of Eol**

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

#### **4.A.37 Non-Transferability & Non-Refundability**

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

#### **4.A.38 Errors, Omissions & Discrepancies**

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

#### **4.A.39 Wrong Information by bidder**

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

#### **4.A.40 Limitation of Liability:**

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

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

#### 4.A.41 Integrity Pact Program

RailTel has adopted Integrity Pact Program and for implementation thereof all Eols relating to procurement of OFC, quad cable, prefab shelters, electronic equipment and its installation and/or commissioning etc. and other item(s) or activity/activities proposed to be carried out or required by the Company for the value exceeding Rs. 15 crores at a time including for repair and maintenance of cable/network and any other items required for special works assigned to RailTel will be covered under the Integrity Pact Program and the vendors are required to sign the IP document and submit the same to RailTel before or along with the bids.

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

Name of IEMs and contact details:

Shri. Vinit Kumar Jayaswal  
Add: E-34, Brahma Apartments, Plot-7,  
Sector-7, Dwarka, New Delhi-110075.  
E-Mail: gkvinit@gmail.com  
M.No. +91-9871893484

Shri. Punati Sridhar  
Add: 8C, Block 4, 14-C Cross, MCHS  
Colony, HSR 6th Sector, Bangaluru560102.  
E-Mail: poonatis@gmail.com  
M.No. +91-9448105097

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

#### Chief Vigilance Officer

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

- b) If the order, with total value equal to or more than the threshold value, is split to more than one vendor and even if the value of PO placed on any/each vendor(s) is less than the threshold value, IP document having been signed by the vendors at bid stage itself, the Pact shall continue to be applicable.
- c) Bidder of Indian origin shall submit the Integrity Pact (in 2 copies) on a non-judicial stamp paper of Rs. 100/- duly signed by the person signing the bid.
- d) Bidder of foreign origin may submit the Integrity Pact on its company's letterhead, duly signed by the person signing the bid.
- e) The 'Integrity Pact' shall be submitted online by all the Bidders duly signed in all pages along with the Bid. Eol received online without signed copy of the Integrity Pact document along with the technical bid documents will be liable to be **REJECTED**. Proforma for signing the Integrity Pact is available in Chapter-6 of this Eol document (Form No. 5). Original copies are needed to be submitted by the successful bidder before issuance of LOA as per Clause 4.B.3, Point (b) of Chapter-4B.

- f) One copy of the Integrity Pact shall be retained by RailTel and the 2nd copy will be issued to the representative of the bidders before issuance of LOA to the successful bidder. If the Bidders representative is not present during the issuance of LOA, the 2<sup>nd</sup> copy shall be sent to the bidder by post/courier.
- g) The Integrity Pact is applicable in this EoI vide CVC circular no. 10/05/09 dated 18.05.09 and revised guideline of CVC circular no. 015/VGL/091 dated 13.01.17 or the latest updated from time to time shall be followed.

**Bidders seeking Purchase preference for this EoI shall submit the documents/ declarations etc. as per latest DIPP guidelines and the applicable/associated latest letters if any till date of opening of the bid.**

The necessary documentation for the individual items being declared to be Local shall be as per the stipulated guidelines as laid down in above mentioned policy letters and to be signed by the OEM as well as the bidder

Only bidders offering minimum 20% of local content for the overall solution of their offered bid (Class-I Local suppliers/bidders-minimum 50% LC and Class-II Local Suppliers/bidders- minimum 20% LC as per PPP-MII Order) are eligible to participate in this EoI. Bid of bidders offering less than 20% local content for the overall solution of their offered bid will be **SUMMARILY REJECTED**.

The System Integrator (SI) / Bidder must submit the consolidated MII (local content) % for the complete solution being offered.

**The margin of purchase preference shall be 20% and shall be given to 'Class-I local supplier'. 'Margin of purchase preference' means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 (Class-II local supplier) for the purpose of purchase preference.**

Class-I & Class-II Suppliers/Bidders shall furnish following undertaking on their letter head along **with their technical bid clearly mentioning % of local content**. The undertaking shall become a part of the contract.

*"We M/s. \_\_\_\_\_ (Name of bidder) hereby certify that we are offering minimum Local Content of \_\_\_\_\_ % of overall solution of our offered bid in our offer No. dated \_\_\_\_\_ against RailTel EoI No. \_\_\_\_\_."*

Class-I & Class-II local suppliers/bidders are required to provide a certificate (with UDIN number) from the statutory auditor or cost auditor of the company giving percentage of local content of all scheduled items. Undertaking mentioned in Clause

4.A.52 shall be supported by the following certificate issued by Auditor on their letter head as mentioned below **(to be submitted with technical bid)**:

*"We \_\_\_\_\_ the statutory auditor/cost auditor of M/s. (name of the bidder) hereby certify that M/s. \_\_\_\_\_ (name of bidder) are offering \_\_\_\_\_ % Local Content for overall solution of the Project Work under this EoI in accordance with GOI Guidelines vide offer No. dated against RAILTEL EoI No. \_\_\_\_."*

**These undertaking/certificate shall not mention any unit price or total amount quoted by the bidder. Any mention of price or quoted amount will lead to SUMMARILY REJECTION of the bid. In case of non-submission of above-mentioned undertaking/certificate with technical bid documents, bid will be **SUMMARILY REJECTED**.**

In price bid, the bidder shall provide price Break- up of "Local Content" and "Imported Content" for each SOR item **as per DPIIT's PMI Policy and its clarifications** and same shall be uploaded by the bidders along with their price bid in the e- procurement portal.

If after opening of price bid, lowest bid is of Class-II local supplier/bidder the eligible (techno-

commercially qualified) Class-II local supplier(s)/bidder(s) shall be granted a purchase preference to 20% i.e., where their evaluated price bid is within 20% of the evaluated lowest price bid of Class-II local supplier/bidder.

RailTel (RCIL) shall have the right to satisfy itself of the production capability and product quality of the manufacturer.

For the purpose of this policy, all terms used vide aforesaid policy shall be governed by the definitions specified in Para 2 of the policy document notified by DIPP vide letter No. P-45021/2/2017-B.E.-II dated 16.09.2020.

The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract.

#### **4.A.43 Sanctions**

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

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

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

#### **4.A.44 Make in India**

The bidder may set up his manufacturing unit in India to the extent possible through a subsidiary or under license or through transfer of technology to any local manufacturer permitted by the purchaser. The bidder may indicate such tie ups for manufacturing in India if an arrangement is already in place.

The provisions of the Public Procurement (Preference to Make in India) Order 2017 dated June 15, 2017 (including revision issued on and 16.09.2020 subsequent amendments issued till opening of EoI, if any) by Department of Industrial Policy and Promotion, GoI shall apply to this EoI to the extent feasible. The eligibility criteria as mentioned in clause 4.A.21 shall be applicable to local manufacturers/OEMs also.

#### **4.A.45 Contract Agreement**

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

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

- i) This EoI document/EoI and all the issued addendum/ corrigendum.
- ii) The bidder's proposal in response to this EoI/EoI and clarifications made in course of evaluation, including all Appendixes, and supporting documents.



- iii) The implementation plan identifying the tasks to be completed, the assigned responsibilities and the scheduled completion dates.
- iv) Copy of Signed LOA along with the copy of the PBG document.

**4.A.46 Damage to Dy.CSTE/Projects/MS Property or Private Life and Property:**

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

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

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## **CHAPTER- 4B INSTRUCTIONS TO THE BIDDERS**

### **4.B.0 General**

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

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

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

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

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

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

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

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

#### **4.B.2.1. EoI Bidding Methodology:**

Bidder has to submit single packet of the bid

##### **Helpdesk**

Please visit Helpdesk section on RailTel E-Nivida Portal.

##### **RailTel Contact-I (for general Information)**

As mentioned in BDS (Chapter-5)

##### **RailTel Contact-II (for general Information)**

As mentioned in BDS (Chapter-5)

#### **4.B.2.2. Bid related Information for this Eol**

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

#### **Broad outline of submissions are as follows:**

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

#### **NOTE:**

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

#### **4.B.3. Online Submissions:**

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

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

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

#### **4.B.4 Submission of Eligibility Criteria related documents**

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

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

opening event, during e-auction, it is the bidder's responsibility to have backup internet connections.

#### **4.B.5 Preparation of Bids**

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

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

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

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

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

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

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

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

#### **4.B.10 Addenda / Corrigenda:**

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

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

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

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

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

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

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

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

#### **4.B.13 Undertakings to be submitted by OEM: Deleted**

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**CHAPTER- 5**  
**BID DATA SHEET (BDS)**

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

Clause	Description
<b>Clause 4.A.1, Chapter-4-A,</b>	<b>Validity of offer</b>  Validity: The offers submitted shall be valid for a period of 180 days from the date of opening of Eoi.
<b>Clause 4.A.2, Chapter-4-A,</b>	<b>Warranty</b>  As per Dy.CSTE/Projects/MS EPC Tender document attached
<b>Clause 4.A.5, Chapter-4-A,</b>	As per Dy.CSTE/Projects/MS EPC Tender document attached
<b>Clause 4.A.5.7, Chapter-4-A,</b>	<b>Billing Address:</b> The Executive Director RailTel Corporation of India Ltd., 1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road, Opp. Shoppers Stop, Begumpet, Hyderabad- 500 016 Fax: +91-40-27820682, Tel: +91-40-27788000
<b>Clause 4.A.16, Chapter-4-A,</b>	Eligibility Criteria Requirements for Empaneled Business Associates  <b>Financial Eligibility</b>  As per Dy.CSTE/Projects/MS EPC Tender document attached  <b>Technical Capability</b> As per Dy.CSTE/Projects/MS EPC Tender document attached (Refer clause for entire eligibility criteria)
<b>Clause 4.A.28, Chapter-4-A,</b>	Purchaser's Right to Vary Quantities (As per Dy.CSTE/Projects/MS EPC Tender document)
<b>Clause 4. A.31</b>	<b>EMD</b>  As per Eoi notice. Soft Copy of EMD of Rs. 23,81,200/- (Twenty Three Lakhs Eighty One Thousand and Two Hundred) of BG should be submitted with Bid. to be submitted online through E-Nivida Portal.  Physical copy of EMD in the form of BG must be submitted within 5 days of after Last Date of Submission of Bid.
<b>Clause 4.A.44, Chapter-4-A,</b>	<b>Last Date of Submission of Offer (Online)</b>  Date: 15.10.2024 ( Last Date of uploading of the Eoi document on E-Nivida Portal) Time: 16:00 hours <b>Date of Opening of Eoi (Online)</b>

Clause	Description
	Date: 15.10.2024(Date of bid opening on E-Nivida Portal) Time: 16:15 hours
<b>Clause 4.B.2.1, Chapter-4-B,</b>	<p><b>RailTel Contact-I (for general Information)</b></p> <p>Sh. Shailendra Dusa, DGM/Marketing  Telephone: Tel: +91-40-27788000, Ext:532  Mobile : 9866327886  Email ID :sdusa@railtelindia.com</p> <p><b>RailTel Contact-II (for general Information)</b></p> <p>RailTel's Contact Officer</p> <p>Sh. Nitin Prakash, GGM/Marketing/SC  Telephone: Tel: +91-40-27788000, Ext:552  Mobile : 9281145270  Email ID :prakash.nitin@railtelindia.com</p>
<b>Chapter-1, Chapter-6, Regional Address,</b>	<p><b>The Executive Director</b>  RailTel Corporation of India Ltd.,  1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road,  Opp. Shoppers Stop, Begumpet, Hyderabad- 500 016  E-mail ID: <a href="mailto:kmr@railtelindia.com">kmr@railtelindia.com</a></p>

**Note:**

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

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

**Form No. 1 - PROFORMA FOR “PERFORMANCE BANK GUARANTEE BOND (PBG)”**

**(To be stamped in accordance with stamp act)**

***PROFORMA OF BANK GUARANTEE***

(To be submitted by the vendor for claiming payment)

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

BANK GUARANTEE NO:

DATE:

Dear Sir(S)

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

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

The conditions of this order provide that the vendor shall,

Arrange to deliver the items listed in the said order to the consignee, as per details given in said order, and Arrange to install and commission the items listed in said order at client's site, to

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

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

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

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

This undertaking guarantee shall be in addition to any other undertaking or guarantee or security whatsoever that RAILTEL may now or at any time have in relation to its claims or the supplier's obligations/liabilities under and / or in connection with the said contract and RAILTEL shall have the full authority to



take recourse to or enforce this undertaking guarantee in preference to the other undertaking or security (ies) at its sole discretion and no failure on the part of C-DAC in enforcing or requiring enforcement of any other undertaking or security shall have the effect of releasing the bank from its full liability hereunder.

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

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

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

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

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

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

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

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

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

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

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

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

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

Notwithstanding anything contained herein:

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

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

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

Granted by the Bank

Yours faithfully,

For (Name of Bank)

SEAL OF THE BANK  
Authorised Signatory

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

**(On Stamp Paper of Rs. One Hundred)**

**(To be signed by the Bidder)**

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

**EOI Reference No.:**

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

Dear Sir,

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

(Signature of Firm's Authorized Officer)  
Seal

**Signature of witness:**

1. ....
2. ....

**Or**

**Applicable for OEM(s)**

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

(Signature of Firm's Authorized Officer)  
Seal

**Signature of witness:**

1. ....
2. ....

**Form No. 3 - PROFORMA FOR “MAINTENANCE SUPPORT”**

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

Not applicable in this bid

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

**(To be signed by the Bidder)**

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

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

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

**DEPONENT  
SEAL AND SIGNATURE  
OF THE BIDDER**

VERIFICATION

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

**DEPONENT  
SEAL AND SIGNATURE  
OF THE BIDDER**

Place:

Dated:

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

**Form No. 5 - PROFORMA FOR "SIGNING THE INTEGRITY PACT"**  
**(To be signed by the Bidder)**

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

AND

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



## **Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s 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 Eol process and the execution of the contract for compliance with the principles mentioned above.

## **Section 1- Commitments of the Principal**

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

## **Section 2- Commitments of the Bidder(s) / Contractor(s)**

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Eol process and during the contract execution.
  - a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the Eol process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during Eol process or during the execution of the contract.
  - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the Eol process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex-"B".

### **Section 4: Compensation for Damages**

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

### **Section 5: Previous Transgression**

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

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

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
3. The Principal will disqualify from the Eol process all bidders who do not sign this Pact or violate its provisions.

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

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

#### **Section 8: Independent External Monitor / Monitors**

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, RailTel.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the CMD, RailTel within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to provide to Independent Directors on the RailTel Board.
8. If the Monitor has reported to the CMD, RailTel, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, RailTel has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

#### **Section 9: Pact Duration**

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

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

## Section 10: Other Provisions

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

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

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

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1:

\*\*\*\*\*

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

**To**

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

**EoI Reference No.:**

**Sub:** NIL Deviation Compliance

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

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

Seal and signature of the bidder

Place:

Date:

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

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

**Not Applicable for this Bid**

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

**Not Applicable for this Bid**

**Form No. 9 - PAST EXPERIENCE FORM (To be submitted each for the eligibility criteria / Experience asked in the pre-qualifying criteria mentioned in Bid data sheet.)**

As per Dy.CSTE/Projects/MS RFP tender document Annexure-IV &II

**Form No. 10 - PROFORMA FOR SELF CERTIFICATION REGARDING LOCAL CONTENT (LC)**

**(Self-Certification regarding Local Content (LC))**

We ----- do hereby solemnly affirm and declare as under:

That we agree to abide by the terms and conditions of the Department of Promotion of Industry and Internal Trade (DPIIT), Government of India issued vide Notification No: P-45021/2/2017- pp (BE- II) dated 16-09 -2020.

That the information furnished hereinafter is correct to best of our knowledge and belief and we undertake to produce relevant records before the procuring entity or any other authority so nominated by the Department of Promotion of Industry and Internal Trade (DPIIT), Government of India for the purpose of assessing the LC.

we agree to maintain all information regarding my claim for LC in the Company's record and shall make this available for verification to any statutory authorities for minimum two years

	Name and details of the Local supplier (Registered Office, Manufacturing unit location, nature of legal entity)	
	Tender No	<b>C-SG-PT-LTE-04 dated 06.08.2024</b>
	Title of Tender	" Ground Infrastructure Works for Provision of Kavach and 4G LTE-R in High Density Network of South Central Railway".
	Percentage of LC claimed %:	

Seal and Signature  
of the Tenderer

Date:  
Place:



## Form No. 11 - CONTRACT AGREEMENT

(CA No. ....)

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

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

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

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

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

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

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

The contract within named in the presence of:

1.     Signatures  
       Date  
       Name in Block Capitals  
       Address:
2.     Signatures  
       Date  
       Name in Block Capitals  
       Address:

Signed and delivered by Shri. \_\_\_\_\_ for and on behalf of  
\_\_\_\_\_

The contractor within named in the presence of :

1.     Signatures  
       Date  
       Name in Block Capitals  
       Address:
  
2.     Signature  
       Date  
       Name in Block Capitals  
       Address:

**Form No. 12 – EMD**

**Bank Guarantee Bond from any scheduled commercial bank of India**

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

Date: .....

**Bank Guarantee Bond No.:**

**Date: -----**

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

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

**AND**

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

1. KNOW ALL MEN that by these present that I/We the undersigned **[Insert name(s) of authorized representatives of the Bank]**, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the RailTel full amount in the sum of **[Insert required Value of Bid Security]** as above stated.
1. The Bank undertakes to immediately pay on presentation of demand by the RailTel any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the RailTel on the Bank shall be final, conclusive, and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
2. The Bank shall pay the amount as demanded immediately on presentation of the demand by RailTel without any reference to the Bidder and without the RailTel being required to show grounds or give reasons for its demand of the amount so demanded.
3. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
4. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the RailTel and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by RailTel at any time.
5. This guarantee will remain valid and effective from..... **[insert date of issue]** till ..... **[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]**. Any

demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.

6. The Bank Guarantee is unconditional and irrevocable.
7. The expressions Bank and RailTel herein before used shall include their respective successors and assigns.
8. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the RailTel. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
9. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details

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

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

Date .....

.....

Place.....  
ture(s)

Bank's Seal and authorized signa-

*[Name in Block letters]* .....

*[Designation with Code No.]* .....

*[P/Attorney]* No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

Bank's Seal

*[P/Attorney]* No.

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

## **MANDATORY – REGISTRATION SHRAMIK KALYAN PORTAL**

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

**Form No. 13**

**Declaration regarding Land border sharing country  
Certificate to be provided by Bidder letter head:**

To,  
CSTE/Projects/Tele/SC,  
South Central Railway.

**Sub:** Bid for “Ground Infrastructure Works for Provision of Kavach and 4G LTE-R in High Density Network of South Central Railway”.

Dear Sir,

With Reference to the above tender, we are not from outside the country, and we hereby declare that there are no subcontractors/suppliers from land border sharing country.

Date:  
tion of the  
Place:

(Signature, Name and Designa-  
Authorised Signatory

**Form No. 14**

**Undertaking by OEM regarding meeting delivery timeline and deploying manpower for Professional services**

Self-Certificate  
(To be on company letterhead)

Eol Reference No:

Date:

To,

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

Dear Sir,

Sub: Undertaking of Delivery and Services

Dear Sir,

We (Name of Company) hereby undertake that the delivery of products associated with us would be delivered within stipulated time from Placement of Order and the associated services along with entire installation, fabrication, configuration and integration of all towers and associated material as per Terms & Conditions of Dy.CSTE/Projects/MS EPC Tender . Further, we comply with all the terms and conditions of the Dy.CSTE/Projects/MS EPC Tender during the completion of the project.

We ensure that we will engage Professional Services (PS) team for planning, design, implementation, integration, validation, handover, and training of the project across sites as per Dy.CSTE/Projects/MS EPC Tender. The engaged PS Team members would be our employees.

Authorized Signatory  
Name & Designation

## **CHAPTER- 7**

### **Specifications and requirements**

#### **7.1 TECHNICAL, FUNCTIONAL REQUIREMENTS & SPECIFICATIONS**

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

#### **7.2 Technical Specification**

As per Dy.CSTE/Projects/MS EPC Tender document



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

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

<b>SN</b>	<b>Have you submitted the following documents?</b>	<b>Submitted /complied or Not</b>	<b>Page No./ref No. of Offer</b>
1.	Offer Letter as per Chapter-1		
2.	Submission of scanned copy of Earnest Money Deposit (EMD) in the form of BG as per form 12(Chapter 6).		
3.	Turn over Certificate,Audited balance sheet and P&L		
4.	Constitution of Firm and Power of Attorney <b>as per clause 4.A.45 of Chapter-4.</b>		
5.	Compliance to Technical Requirements <b>as mentioned in Clause 4. A.16.(Annexure-IV &amp; II) of Dy.CSTE RFP Tender document</b>		
6.	Copies of purchase orders and other documents in support of meeting qualifying criteria <b>as mentioned in Clause 4.A.21 of Chapter-4.</b>		
7.	Documentary proof of supporting the eligibility Criteria <b>as mentioned in Clause 4.A.16 of Chapter 4.</b>		
8.	System Performance Guarantee as per Chapter 6, Form no. 2		
9.	NIL Deviation certificate – Form No. 6 of Chapter 6		
10.	Integrity Pact - Form No. 5 of Chapter-6		
11.	<b>All Form as mentioned in Chapter 6</b>		
12.	Any other information required to be submitted by the bidder as per technical and eligibility criteria.		
13.	Submission of digitally signed copy of EOI Documents/Addenda.		
14.	Any other document mentioned in EOI Document		

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