



**RAILTEL CORPORATION OF INDIA LTD.
(A Navratna CPSE)**

Southern Region Office

6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road,
Prakash Nagar Metro Station,
Begumpet, Hyderabad - 500016

Corporate Office

Plate-A, 6th Floor, Office Tower2,
NBCC Building, East Kidwai Nagar, New Delhi-110023

Invitation for Expression of Interest

For

“Upgradation of Extended C-band VSAT for NPCIL”

EOI No: RailTel/SR/SC/Mktg/2024-25/EOI/VSAT

Dt. 15.10.2024

EOI No: RailTel/SR/SC/Mktg/2024-25/ EOI /VSAT/ Dt.15-10-2024

EOI NOTICE

RailTel Corporation of India Ltd.
6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road,
Prakash Nagar Metro Station,
Begumpet, Hyderabad - 500016

EXPRESSION OF INTEREST

e-Eoi No. RailTel/SR/SC/Mktg/2024-25/EOI/VSAT

RailTel Corporation of India Ltd., (hereafter referred to as RailTel) invites EOI from RailTel's Empanelled Partners for Selection of Upgradation of Extended C-band VSAT for NPCIL for exclusive PRE-BID TEAMING ARRANGEMENT for **"Empanelment of suitable agencies from the empanelled business associates for Upgradation of Extended C-band VSAT for NPCIL."**

The details are as under:

1	Date of EOI Floating	15 th October ,2024
2	Last date for submission of Bids against EOI	18 th October ,2024 at 15:00 Hours
3	Opening of Bids received against EOI	18 th October ,2024 at 15:30 Hours
4	Number of copies to be submitted	Single Stage (Single Packet System)
5	EOI document cost inclusive tax(non-refundable)	Nil
6	Estimated Cost of Work	Rs.16,84,00,000/-
7	EOI EMD	Rs. 5,00,000/- (Five Lakhs Only) to be submitted along with EOI. (To be paid online via e-Nivida portal) (Balance Rs. 11,84,800.00 in form of BG to be submitted by successful bidder before submission of customer tender by RailTel

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

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 without which their o ers will be considered as invalid and liable for rejection

Partner needs to share the online payment transfer details like UTR No. date and Bank along with the proposal.

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

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Level:1 Contact: Sh. Nirav Vaghela ,Sr. DGM/Mktg

Email: niravvaghela@railtelindia.com Contact: +91- 9701611844

Level:2 Contact: Sh. Vikrant P Kumar: Jt.GM/Mktg

Email: vikrantk@railtelindia.com Contact: +91- 9003144205

Note:

1. Empanelled partners are required to submit soft copy of response through Online on RailTel's e-Nivida portal at <https://railtel.enivida.com> duly signed by Authorized Signatories with Company seal and stamp.
2. The EOI response is invited from eligible Empanelled Partners of RailTel only.
 - 2.1. All the document must be submitted with proper indexing and page no.
 - 2.2. This is an exclusive arrangement with empanelled business associate of RailTel on an "exclusive" basis for participation in the end customer RFP. Selected partner will not associate with any other organization once selected for this work. Transfer and Sub-letting.
 - 2.3. The Business Associate has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
3. Consortium is not allowed.
4. All the document must be submitted with proper indexing and page no.
5. This is an exclusive pre-RFP partnership arrangement with empanelled business associate of RailTel for participating in the end customer RFP/MOUs/Agreements. Selected partner's authorized signatory has to give an undertaking they will not submit directly or indirectly their bids and techno-commercial solution/association with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to end customer organization by RailTel). This undertaking has to be given with this EOI Response.
6. Transfer and Sub-letting. The partner has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present.
7. Bidder has to comply with all scope of work , Technical Compliance, term & conditions including special terms & conditions, SLA and OEM technical & Financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the customer of RailTel's (hereafter mentioned as CoR), RFP as mentioned below:

RailTel Customer Tender Ref. No.	GEM/2024/B/5337544
Date of floating	02/09/2024
Floated on portal	<u>Gem Portal</u>

1. RAILEL – INTRODUCTION

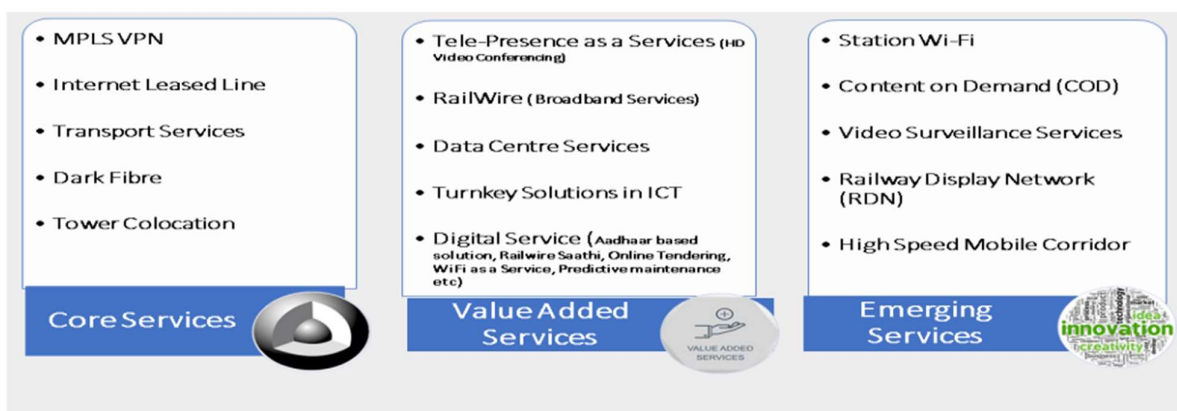
RailTel Corporation of India Limited (RailTel), an ISO-9001:2000 organization is a Navratna Government of India undertaking under the Ministry of Railways. The Corporation was formed in Sept 2000 with the objectives to create nationwide Broadband Telecom and Multimedia Network in all parts of the country,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

RailTel has approximately 62000 kms of OFC along the protected Railway tracks. The transport network is built on high capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon and Secunderabad hosting / collocating critical applications. RailTel is also providing Telepresence as a Service (TPaaS), where a High-Definition Video Conference facility bundled with required BW is provided as a Service.

For ensuring efficient administration across India, country has been divided into four regions namely, Eastern, Northern, Southern & Western each headed by Executive Director and Headquartered at Kolkata, New Delhi, Secunderabad & Mumbai respectively. These regions are further divided into territories for efficient working. RailTel has territorial offices at Guwahati, & Bhubaneswar in East, Chandigarh, Jaipur, Lucknow in North, Chennai & Bangalore in South, Bhopal, and Pune & Ahmedabad in West. Various other territorial offices across the country are proposed to be created shortly. RailTel's business service lines can be categorized into three heads namely B2G/B2B (Business to Government and Business to Business) and B2C (Business to customers):

Licenses & Service portfolio:

Presently, RailTel holds Infrastructure Provider -1, National Long-Distance Operator, International Long-Distance Operator and Internet Service Provider (Class-A) licenses under which the following services are being offered to various customers:



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

a) Enterprise Services

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

b) DATA CENTER

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

c) High-Definition Video Conference:

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

d) Retail Services – RailWire:

RailWire: Triple Play Broadband Services for the Masses. RailTel has unique model of delivering broadband services, wherein local entrepreneurs are engaged in delivering & maintaining broadband services and upto 66% of the total revenues earned are shared to these local entrepreneurs in the state, generating jobs and revitalizing local economies. On date RailTel is serving approx. 5,00,000 subscribers on PAN Indian basis. RailTel can provide broadband service across– Government PSU or any organization's officers colonies and residences.

2. PROJECT BACKGROUND AND OBJECTIVE OF EOI

RailTel intends to participate in **RFP floated** by end Customer organization vide Bid No.**GEM/2024/B/5337544 dated 02-09-2024**. RailTel invites EOIs from RailTel's Empanelled Partners for the selection of suitable pre-partner for participating in above mentioned work for the agreed scope work. The empanelled partner is expected to have excellent execution capability and good understanding customer local environment.

3. SCOPE OF WORK:

This specification covers Supply, Installation and Commissioning of Extended C-band equipment for VSAT System at HQ Mumbai and 11 Sites. The supplier shall supply the equipments as well as install and commission them with the technical specifications as mentioned in above mentioned customer RFP.

Special Note: RailTel may retain some portion of the total work, where RailTel has competence so that overall proposition is beneficial to all the stakeholders.

4 RESPONSE TO EOI GUIDELINES

4.1 Language of Proposals

The proposal and all correspondence and documents shall be written in English in soft copy through RailTel's e-Nivida portal only.

4.2 RailTel's Right to Accept/Reject responses

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

4.3 EOI response Document

The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Submission of bids, not substantially responsive to the

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bidding document in every aspect will be at the bidder's risk and may result in rejection of its bid without any further reference to the bidder.

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

4.4 Period of Validity of bids and Bid Currency

Bids shall remain valid for a period of **120 days** from the last date of submission of bids to end Customer organization.

4.5 Bidding Process

The bidding process as defined in para 4.10 & 6.

4.6 Bid Earnest Money (EMD)

4.6.1 The Business Associate shall furnish a sum as given in EOI Notice via directly submission on e-Nivida portal/online transfer/ Bank guarantee from any scheduled bank in India in favour of "RailTel Corporation of India Limited" along with the offer. This will be called as **EOI EMD**.

4.6.2 Offers not accompanied with valid EOI Earnest Money Deposit shall be summarily rejected.

4.6.3 In case of partner offer is selected for bidding, partner has to furnish Earnest Money Deposit (for balance amount as mentioned in the customer's Bid as and if applicable) for the bid to RailTel. The selected Business Associate shall have to submit a Bank Guarantee against EMD in proportion to the quoted value/scope of work to RailTel before submission of bid to end customer as and if applicable.

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

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

4.6.6 Forfeiture of EOI EMD and/or Penal action as per EMD Declaration:

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

4.6.6.2 In case of non-submission of SD/PBG (as per clause no. 4.7) lead to forfeiture of EOI EMD, EMD (balance proportionate EMD) if applicable and or suitable action as prescribed in the EMD Declaration shall be initiated as applicable.

4.7 Security Deposit / Performance Bank Guarantee (PBG)

- 4.7.1 In case the bid is successful, the PBG of requisite amount proportionate to the agreed scope of the work will have to be submitted to RailTel. Format of the PBG will be shared with successful bidder. The amount of PBG will be on back-to-back basis as per customer RFP.
- 4.7.2 As per work share arrangements agreed between RailTel and Business Associate the PBG will be proportionately decided and submitted by the selected Business Associate.

4.8 Last date & time for Submission of EOI response

EOI response must be submitted to RailTel RailTel e-nivida portal specified in the preamble not later than the specified date and time mentioned in the preamble.

4.9 Modification and/or Withdrawal of EOI response

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

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

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

4.10 Details of Financial bid for the above referred tender

Technically suitable bidder with lowest (L1) offer will be selected for exclusive pre-bid arrangement for optimizing technical and commercial solution so that most winnable solution is submitted to end customer.

The final bid for the tender will be prepared with inputs from the selected partner so that the optimal bid can be put with a good chance of winning the Tender.

4.11 Clarification of EOI Response

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

4.12 Period of Association/Validity of Agreement

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

4.13 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

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.

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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 2nd 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.

5 BIDDER'S PROFILE

The bidder shall provide the information in the below table:

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

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	Annexures-2 -Self Declaration on Blacklisting
	Annexures-3- AFFIDAVIT
	Annexures-4 -Integrity Pact
	Annexures-5 -NIL Deviation
	Annexures-6 -EMD (BG Format)
	Annexures-7 -NDA
	Annexure – 8 Make & Model Sheet

6 ELIGIBILITY CRITERIA FOR BUSINESS PARTNER OF RAILTEL

The bidders should meet the below eligibility criteria :

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S No	Particulars	Documents Required
A)	General Conditions	
1	Bidder must be Empaneled Business associate/SI/MSP of RailTel	<ul style="list-style-type: none">• Copy of Empanelment letter or application details for BA with RCIL. Empanelment should be valid as on the date of bidding.
2	Bidder(s) must be a Legal Entity i.e., a company incorporated in India under the Companies Act, 1956 or 2013 OR LLP Act 2008/ Partnership Act, 1932. OR A partnership firm registered under Indian LLP act 2008. And subsequent amendments thereto. Bidder(s) must be Registered with the Income Tax (PAN) and GST Authorities in India with active status.	<ul style="list-style-type: none">• Certificate of Incorporation / Memorandum of Association (MoA) / Article of Association (AoA)• Certificate of Incorporation• GST registration certificate• PAN
3	Power of Attorney	Power of Attorney and Board Resolution or Authority Letter in favour of one of its employees who will sign the Bid Documents to be submitted.
4	Bidder shall submit the undertaking that their entity: - Has not been under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason as on date of bid submission.	Self-declaration duly signed by the authorized signatory on company letterhead

In addition to the eligibility criteria mentioned above, Bidder must have following mandatory technical capabilities –

Technical Infrastructure & Capabilities:

1. Technical Qualification Criteria:

1.1. Bidder shall have experience in the field of supply of VSAT items or upgradation of VSAT system. Copy of PO & completion certificate shall be submitted.

1.2. Bidder should have capability to providing AMC/Services at multi locations

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acrosscountry covering non metro locations. Copy of Purchase Order and completion certificate shall be submitted by the bidder.

- 1.3. Bidder shall have experienced & trained manpower of at least '4' Engineers (from Electrical or Electronics or Electronics & telecommunication or Computer science or IT stream) for carrying out installation, configuration, testing. The manpower shall be available on the role of the company as on date of submission of tender. Self declaration letter with name of employees with their designation & PF account No. shall be submitted.
- 1.4. Bidder shall have tools, tackles for simulating the solution. They shall have installation tools required for commissioning of system. Self declaration letter shall be submitted.

2. Previous qualification criteria w.r.t. orders executed (in terms of PO value).

The bidder shall have satisfactory completed similar single order value of not less than ₹7.49 Crores during last ten (10) years as on bid due date.

- i. The similar completed single order is defined as "Supply/Supply & Installation/ upgradation of satellite equipment described as
 - a) Satellite communication VSAT or
 - b) Satcom Modems for Hub, Backup master & Remote with licenses and its associated equipment or
 - c) Combination thereof".
- ii. The similar completed single order means the work has been completed as per the order issued to contractor and/or agreement executed between the client and contractor and completion certificate issued for the same order.
- iii. The 'cost of completed order' shall mean gross value of the completed order including all the escalation/price adjustment, taxes and levies.
- iv. The experience of the bidder for those orders only shall be considered for evaluation purposes, which are completed on or before the last date of month previous to one in which tender sale has been commenced as published on e-tendering portal. Hence, the works which are incomplete / ongoing, as on the last date of month previous to one in which tender sale has been commenced as published on e-tendering portal, shall not be considered against eligibility.

- v. In case the work is started prior to the eligibility period of 10 years counted backwards starting from the last day of month previous to one in which tendersale has been completed as published on the e-tendering portal and completed within the said eligibility period of 10 years, then the full value of work shall be considered against eligibility.
- vi. In case the experience has been earned by the bidder;
 - a. As an individual or proprietorship firm or a partnership firm/ or a Company or any other legal entity, then 100% value of experience will be considered against eligibility.
 - b. As a partner of a partnership firm, then value of experience in partnership firm will not be considered against eligibility of Individual partner.
 - c. As a partner in a Joint Venture / Consortium, then the proportionate value of experience in proportion to the actual share
 - d. In case of bidder in the joint venture/consortium will be considered against eligibility. The bidder shall furnish information regarding the actual percentage of share and value of experience accordingly.
 - e. In case of Joint Venture / Consortia the financial pre-qualification criteria will be evaluated based on weighted average of financial data of the members as per their percentage participation.
- vii. The Bidder shall fill all details of work completed by them as per format attached herein and same shall be considered for qualification of work experience criteria and upload the scanned copy of the original documents

3. OEM Authorization Certificate:

Where bid is being submitted by other than OEM, duly signed Manufacturer's authorization form (MAF) or duly signed self authorization Certificate for following major components shall be submitted along with the bid:

- 1. Main master HUB (HQ) Control Indoor unit 1+1 (IDU) with redundancy feature,
- 2. VSAT site node control indoor unit back up master,
- 3. VSAT Site node Control Indoor unit (IDU),
- 4. Multiplexer for Master (HQ) node,

5. Multiplexer for Sites nodes.)

This shall contain details of signing authority, OEM address and email id & contact number.

4. Financial qualification criteria:

4.1 Average Annual Financial Turnover:-

Average Annual Financial Turnover (in the format as per Annexure-2) of the Bidder during the last 3 (Three) financial years ending 31st March of the financial year previous to the one in which tender sale has been commenced as published one-tendering portal should not be less than ₹28.08 Crores/-.

In case the Bidder has been in existence for less than THREE financial years, the actual period of existence shall be considered and THREE years average will be calculated.

(The bidder shall submit Chartered accountant certificate as per Annexure-2 of mentioned NPCIL GeM Bid).

4.2 Other Financial Criteria:

Solvency:- Solvency Certificate (in the format as per Annexure-1 of mentioned NPCIL GeM Bid) issued by Nationalized or any Scheduled Bank (other than cooperative bank) in favour of the bidder should be for a value not less than at least ₹18.72 Crores. The solvency certificate should have been issued within 6 months from original last date of the submission of the bid. The bidder has to upload a scanned copy along with the bid.

OR

Net worth:- Net worth of the bidder as per latest audited financial year previous to the one in which tender sale has been commenced as published on e-tendering portal shall be at least ₹18.72 crores/-.

In case Bidder's last year financial audit is not completed, the Bidder has to upload a certificate from a practicing CA certifying that "the financial audit not done". In such case the financial data of previous audited financial years shall be taken into consideration for evaluation.

Also net worth of the company has not been eroded by more than 30% in the last three audited financial years previous to the last day of month previous to the commencement date of sale of the tender. The Net worth Certificate issued by

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Chartered Accountant (in the format as per Annexure-3 As per GeM Bid of NPCIL) shall be uploaded.

The definition of net worth for the above criteria shall be:

Net worth shall mean aggregate value of the paid up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditures and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

The net worth certificate issued by chartered accountant with his seal, signature, membership number /FRN and UDIN shall be submitted by the bidder to substantiate their claim.

OR

Credit Rating:- Evidence of the credit rating of the bidder for long term debt funds (valid as on commencement date of sale / download of tender, if rated) by any of the RBI approved rating agency shall be at least "Investment Grade".

Copy of rating certificate or certified pdf copy of relevant page(s) of Annual Report reflecting Credit Rating duly certified by Chartered Accountant on its letter head with his seal, signature, membership number /FRN and UDIN shall be submitted by the bidder to substantiate their claim should be submitted.

OR

Line of credit: Bidder shall submit documentary evidence from a nationalized or any scheduled bank (other than cooperative bank), stating that in the event of the contract being awarded to the bidder, they will provide, if need arises, line of credit to the bidder for an amount of not less than ₹18.72 Crores/.

The line of credit certificate should have been issued within 6 months from original last date of the submission of the bid. The bidder has to upload a scanned copy along with the bid.

Notes:

- a) Financial data comprising of **Annual Financial Turnover** and **Net Worth** shall be submitted in **Annexure-2 & 3** of mentioned **NPCIL GeM Bid** of NIT duly certified by a practicing Chartered Accountant (CA) on his letter head with his signature, stamp, firm no., membership no. and UDIN. The scanned copy of this certificate shall be uploaded by the Bidder along with Bid. The original of the CA

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certified financial data as per Annexure-2 & 3 shall be kept with Bidder and shall be produced for verification whenever sought for.

- b) In case Bidder's balance sheet of the last financial year is not audited the Bidder has to upload a certificate from a practicing CA certifying that "the balance sheet has actually not been audited so far". In such case, the financial data of previous five audited financial years shall be taken into consideration for evaluation. If the audited turnover of any year as per above is not submitted, the turnover for that year shall be considered as zero and average annual turnover for three years will accordingly be calculated.
- c) Joint Venture / Consortia are not allowed to participate in this tender.

General Notes:

- a) Bidder shall furnish documentary evidence/proof to substantiate the technical and financial qualification criteria (Copy of Purchase order (s), shipping release, Receipt & delivery challan, job completion certificates / certificate from the Purchaser's authority, etc.).
- b) The value of work done meeting qualification criteria shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, for work done in India and 2% in case work is done outside India as follows:
- i. **For the contract(s) with price adjustment:** on the base order value of the contract from the month & year of base date specified in the executed contract(s) to the last day of the month previous to the one in which NIT is published on e-tendering portal.
 - ii. **For the fixed price contract(s):** on the order value from the month & year of original Contractual Completion date specified in the executed contract(s) to the last day of the month previous to the one in which NIT is published on e-tendering portal. In case multiple original Contractual Completion dates are specified in the contract(s), last original Contractual Completion date will be considered.
- c) If the bidder has completed a contract on EPC basis and the work described in the PQR /tender (similar Job) constitute a portion of that EPC order, the total cost of the portion of similar work in EPC taken from Bill of Quantity (BOQ) can be considered for similar job criteria.

EOI No: RailTel/SR/SC/Mktg/2024-25/ EOI /VSAT/ Dt.15-10-2024

- d) It is expected that bidder has submitted the bid documents after getting himself satisfied that they meet the Qualification Criteria set in the tender. In addition to Qualification Criteria, the bid shall meet all other techno commercial requirements given in the tender, wherever no deviation has been accepted. If required, the factory evaluation shall also be carried out, to ascertain the manufacturing competency of the bidder for tendered items.

- 5.** The EOI will not be considered for evaluation in case of any non-compliance of any of above PQ criteria.

7 EVALUATION CRITERIA

- 7.1 The Business Associates are first evaluated on the basis of the Eligibility Criteria as per clause 6 above.
- 7.2 The Business Associate (the bidder) will be selected on the lowest quote (L-1) basis for complete 'Scope of Work' as mentioned in the EOI document and documents of technical specifications of CoR, subject to the respective overall bid is in compliance to the requirements of this EOI. The so selected partner will be termed as 'Commercially Suitable Partner (hereafter referred to as 'CSP')'. It is re-mentioned, that the final selection of CSP will be on the L-1 basis only. Further, RailTel reserves the right to have negotiation with the CSP at any stage before issuing Work Order.
- 7.3 The bidder to upload the commercial as per details given in e-tender portal. The Business Associate with lowest commercial (L1) offer will be selected for **exclusive pre-bid arrangement** for optimizing technical and commercial solution so that most winnable solution is submitted to end customer.
- 7.4 RailTel reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants. The RailTel evaluation committee will determine whether the proposal/ information is complete in all respects and the decision of the evaluation committee shall be final. RailTel may at its discretion assign lead factor to the Business associate as per RailTel policy for shortlisting partner against this EOI.
- 7.5 All General requirement mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable.

8 PAYMENT TERMS

Payment will be made on Back-to-Back basis on receipt of payment to RailTel from customer as per Clause 11.0 Terms of Payment mentioned in GeM Bid of NPCIL.

Bidder to submit requisite document to claim the payment as per per Clause 11.0 Terms of Payment mentioned in GeM Bid of NPCIL.

**** Any deduction/LD/Penalties levied by CoR on invoices of RailTel will be carried back-to-back in terms of value and will be deducted from partner's invoices or PBG.**

EOI No: RailTel/SR/SC/Mktg/2024-25/ EOI /VSAT/ Dt.15-10-2024

- i. **Payment will only be released one GSTR-1 and GST-3B is filed by the bidder for claimed invoice**
- ii. **Last bills shall be settled after end of the contract period after adjusting all outstanding dues**
- iii. **No interest is payable on any amount whatsoever to the successful Bidder.**
- iv. **Final Costing and Reverse Auction:** The Bidder has to revise its cost during RA (if applicable), and the same will be considered as the final Bidding value of the EOI. The Work Order will be issued on the final negotiated rates after Reverse Auction (if applicable).

9 Bill Passing Authority: RailTel's authorised representative as mentioned in Work Order/Agreement

10 Bill Paying Authority: RailTel's authorised representative as mentioned in Work Order/Agreement.

11 SERVICE LEVEL AGREEMENT (SLA):

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

12 Insurance:

The selected Partner agrees to take insurances to cover all the elements of the project under this EOI including but not limited to Manpower, Hardware, Software etc. as per CoR tender specified terms.

13 Liquidated Damages:

RailTel will levy the liquidated damages imposed by CoR to bidder on value terms back-to-back for the services/items under its SOR.

14 Delivery & Inspection:

EOI No: RailTel/SR/SC/Mktg/2024-25/ EOI /VSAT/ Dt.15-10-2024

As per GeM Bid No. GEM/2024/B/5337544 dated: 02-09-2024.

15 Other Conditions:

Bidder has to agree to comply with all scope of work and term and conditions including special term and condition, SLA and OEM technical & Financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP as mentioned below:

Tender Ref. No.	GEM/2024/B/5337544
Date of floating	02/09/2024
Floated on portal	GeM Portal

16 Annexures

Annexure 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 EOI documents and NPCIL GeM bid No GEM/2024/B/5337544 dated 02.09.2024 and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this offer open for acceptance for a period of 120 days from the date of submission or till the finalization of the bid from NPCIL whichever later and in default thereof, I/We will be liable for face action. I/We offer to do the work at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work of subject EOI within timelines as specified in NPCIL tender from the date of issue of LOA. I/We also hereby agree to abide by the Various Conditions of EOI/Contract of NPCIL 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. The entire EMD amount will be forfeited, 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 EOI document shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the "Letter of Acceptance" of my/our offer for this work.

SIGNATURE OF CONTRACTOR (S)

Date

SIGNATURE OF WITNESS

CONTRACTOR (S) ADDRESS

1.

2.

Annexure 2: Self-declaration on Blacklisting

(Self-declaration on Blacklisting from the Bidder On company letter head, signed by authorized signatory)

[Date]

To,
The Executive Director,
RailTel Corporation of India Ltd. 6A, 6th Floor,
Gumidelli Towers, Begumpet Airport Road,
Prakash Nagar Metro Station,
Begumpet, Hyderabad – 500016

Dear Sir,

Ref: Self-declaration on Blacklisting to be submitted by Bidder

I/ We <Bidder Name> hereby confirm that our Organization has not been under declaration of ineligibility for corrupt or fraudulent practices or blacklisted or debarred by any Department/ Agency/ PSU/ Organization of the Government of India or any State Government in India for non- satisfactory past performance, corrupt, fraudulent or any other unethical business practices as on date of bid submission.

Yours faithfully,

Authorized Signatory

Designation

Annexure – 3 PROFORMA FOR AFFIDAVIT TO BE UPLOADED BY BIDDER ALONGWITH THE EOI DOCUMENTS

(To be signed by the Bidder)

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

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

M/s. _____ (hereinafter called the Bidder) for the purpose of the EOI documents for the work of _____ as per the EOI No. _____ of (-----RailTel Region), do hereby solemnly affirm and state on the behalf of the Bidder including its constituents as under:

1. I/We the Bidder (s), am/are signing this document after carefully reading the contents.
2. I/we the Bidder(s) also accept all the conditions of the EOI and have signed all the pages in con-firmation 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/Centre for Development of Advanced Computing 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 RE-JECTED.
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 Guarantees 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 affi-davit 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.**

Annexure - 4 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 forThe Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its re-lations with its Bidder(s) and /or 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 EOI 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 EOI process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex-"B".

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the EOI process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to be terminated the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

1. The 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 EOI process.

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

Section 6: Equal treatment of all 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 EOI 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 pro-vide to Independent Directors on the RailTel Board.
8. If the Monitor has reported to the CMD, RailTel, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, RailTel has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

Name of IEMs and contact details:

1. Shri. Vinit Kumar Jayaswal, E-Mail: gkvinit@gmail.com
2. Shri. Punati Sridhar, E-mail: poonatis@gmail.com

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 Bid-der/Contractor)

(Office Seal)

Place —————

Date —————

Witness 1:

,

**Annexure - 5 - PROFORMA FOR “NIL DEVIATION COMPLIANCE UNDERTAKING”
(To be signed by the Bidder)**

To,

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

Eol Reference No.:

Sub: NIL Deviation Compliance

Over and above all our earlier conformations and submissions as per your requirements of the Eol, 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 Eol.
2. We hereby certify that the hardware and software (if applicable) mentioned in our technical solution and Bill of Material (BOQ) are complete.
3. We confirm that there is no requirement of any other hardware and software to fulfill requirements as per scope against the Eol. If any additional hardware and software is required to meet in scope requirements, then it would be procured by us at no extra cost to RailTel.
4. We will also ensure our unconditional compliance of all the terms and conditions as mentioned in the Eol document including all corrigenda, addenda and specifications.
5. List of deviations (Partial Compliance and Non-compliance) from terms and conditions as mentioned in the Eol document including all corrigenda, addenda 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)

**Annexure-6 – 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).**

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:

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 45 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(Code:760) (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details

IFSC CODE	UBIN0805050
ACCOUNT NO	327301010373007
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) o Bidder in favour of the RailTel. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the RailTel.

Date

.....

Place.....

Bank's Seal and authorized

signature(s)

[Name in Block letters]

[Designation with Code No.]

[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

Bank's Seal

[P/Attorney] No.

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

Annexure-7 Non-Disclosure Agreement (NDA) Format
NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this "Agreement") is made and entered into on this _____ day of _____, 2024 (the "Effective Date") at _____.

By and between

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

And

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

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

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

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

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

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

Receiving Party shall:

hold all Information received from Disclosing Party in confidence;

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

restrict disclosure of such Information to those of Receiving Party's officers, directors, employees, affiliates, advisors, agents and consultants (collectively, the "Representatives") who the Receiving

Party, in its reasonable discretion, deems need to know such Information, and are bound by the terms and conditions of (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement.

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

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

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

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

is disclosed in response to a valid order of a court or other governmental body in the India or any political subdivision thereof, but only to the extent of, and for the purposes set forth in, such order;

provided, however, that Receiving Party shall first and immediately notify Disclosing Party in writing of the order and permit Disclosing Party to seek an appropriate protective order.

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

Designation.

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

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

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

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

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

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

Return or Destruction of Information.

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

termination of this Agreement; expiration of this Agreement; or

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

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

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

Notice.

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

by personal delivery, when delivered personally;

by overnight courier, upon written verification of receipt; or

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

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

RailTel Corporation of India limited:

Attn: _____ Address: _____

Phone: Email.

_____ : Attn:

Address: Phone: Email:

Term, Termination and Survivability.

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

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

Notwithstanding the foregoing clause 9(a) and 9 (b) , Receiving Party agrees that its obligations, shall: In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and

not apply to any materials or information disclosed to it thereafter.

Governing Law and Jurisdiction. This Agreement shall be governed in all respects solely and exclusively by the laws of India without regard to its conflicts of law principles. The Parties hereto expressly consent and submit themselves to the jurisdiction of the courts of New Delhi. Counterparts. This agreement is executed in duplicate, each of which shall be deemed to be the original and both when taken together shall be deemed to form a single agreement

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

Settlement of Disputes:

The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.

In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.

The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the parties.

CONFIDENTIALITY OF NEGOTIATIONS

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

REPRESENTATION

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

ASSIGNMENT

Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior

written consent of each of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

EMPLOYEES AND OTHERS

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

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

NO LICENSE

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

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

RELATIONSHIP BETWEEN PARTIES:

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

20: UNPULISHED PRICE SENSITIVE INFORMATION (UPSI)

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

to any Unpublished Price Sensitive Information (UPSI) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel

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

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

_____: RailTel Corporation of India

Limited: By _____

_____ By _____ Name: _____

Title: Name: Title:

Witnesses

Annexure- 8 – Make & Model

Sl.No.	Item Description	Make	Model	HSN Code
1	Main master HUB(HQ) Control Indoor unit 1+1 (IDU) for HQ Mumbai			
2	VSAT site node control indoor unit with back up master for HQ Mumbai			
3	VSAT site node control indoor unit for DAE OYC Mumbai			
4	VSAT site node control indoor unit for Tarapur Atomic Power Station 1&2			
5	VSAT site node control indoor unit for Tarapur Atomic Power Station 3&4			
6	VSAT site node control indoor unit for Kakrapar Atomic Power Station 1 & 2			
7	VSAT site node control indoor unit for Rajasthan Atomic Power Station 1&2			
8	VSAT site node control indoor unit for Rajasthan Atomic Power Station 3&4			
9	VSAT site node control indoor unit for Rajasthan Atomic Power Station 5&6			
10	VSAT site node control indoor unit for Narora Atomic Power Station			
11	VSAT site node control indoor unit for Madras Atomic Power Station			
12	VSAT site node control indoor unit for Kaiga Atomic Power station 1&2			
13	VSAT site node control indoor unit for Kaiga Atomic Power Station 3&4			
14	VSAT site node control indoor unit for Kudankulam Atomic Power Plant			
15	Multiplexer for Master(HQ) node for HQ Mumbai			
16	Multiplexer for Sites nodes for DAE OYC Mumbai			
17	Multiplexer for Sites nodes for Tarapur Atomic Power Station 1&2			
18	Multiplexer for Sites nodes for Tarapur Atomic Power Station 3&4			
19	Multiplexer for Sites nodes for Kakrapar Atomic Power Station 1 & 2			
20	Multiplexer for Sites nodes for Rajasthan Atomic Power Station 1&2			
21	Multiplexer for Sites nodes for Rajasthan Atomic Power Station 3&4			

22	Multiplexer for Sites nodes for Rajasthan Atomic Power Station 5&6			
23	Multiplexer for Sites nodes for Narora Atomic Power Station			
24	Multiplexer for Sites nodes for Madras Atomic Power Station			
25	Multiplexer for Sites nodes for Kaiga Atomic Power station 1&2			
26	Multiplexer for Sites nodes for Kaiga Atomic Power Staion 3&4			
27	Multiplexer for Sites nodes for Kudankulam Atomic Power Plant			
28	Interface cables H2000 (70 mtrs. each) with connectors for HQ Mumbai			
29	Interface cables H2000 (70 mtrs. each) with connectors for DAE OYC Mumbai			
30	Interface cables H2000 (70 mtrs. each) with connectors for Tarapur Atomic Power Station 1&2			
31	Interface cables H2000 (70 mtrs. each) with connectors for Tarapur Atomic Power Station 3&4			
32	Interface cables H2000 (70 mtrs. each) with connectors for Kakrapar Atomic Power Station 1 & 2			
33	Interface cables H2000 (70 mtrs. each) with connectors for Rajasthan Atomic Power Station 1&2			
34	Interface cables H2000 (70 mtrs. each) with connectors for Rajasthan Atomic Power Station 3&4			
35	Interface cables H2000 (70 mtrs. each) with connectors for Rajasthan Atomic Power Station 5&6			
36	Interface cables H2000 (70 mtrs. each) with connectors for Narora Atomic Power Station			
37	Interface cables H2000 (70 mtrs. each) with connectors for Madras Atomic Power Station			
38	Interface cables H2000 (70 mtrs. each) with connectors for Kaiga Atomic Power station 1&2			
39	Interface cables H2000 (70 mtrs. each) with connectors for Kaiga Atomic Power Staion 3&4			
40	Interface cables H2000 (70 mtrs. each) with connectors for Kudankulam Atomic Power Plant			
41	Indoor unit for HQ Mumbai			
42	Spares ((a) Multiplexer- 2 Nos., b) Single E1 module-15 Nos., c) Dual FXO modules (Analog interface)-2 Nos. and d) Quad FXS module (Analog interface)- 2Nos.) for HQ Mumbai			
43	Installation and commissioning including demonstration of operations to NPCIL team at Hub for 5 days for HQ Mumbai			

44	Installation and commissioning including demonstration of operations to NPCIL team at each Site for 3 days for DAE OYC Mumbai			
45	Installation and commissioning including demonstration of operations to NPCIL team at each Site for 3 days for Tarapur Atomic Power Station 1&2			
46	Installation and commissioning including demonstration of operations to NPCIL team at each Site for 3 days for Tarapur Atomic Power Station 3&4			
47	Installation and commissioning including demonstration of operations to NPCIL team at each Site for 3 days for Kakrapar Atomic Power Station 1 & 2			
48	Installation and commissioning including demonstration of operations to NPCIL team at each Site for 3 days for Rajasthan Atomic Power Station 1&2			
49	Installation and commissioning including demonstration of operations to NPCIL team at each Site for 3 days for Rajasthan Atomic Power Station 3&4			
50	Installation and commissioning including demonstration of operations to NPCIL team at each Site for 3 days for Rajasthan Atomic Power Station 5&6			
51	Installation and commissioning including demonstration of operations to NPCIL team at each Site for 3 days Narora Atomic Power Station			
52	Installation and commissioning including demonstration of operations to NPCIL team at each Site for 3 days for Madras Atomic Power Station			
53	Installation and commissioning including demonstration of operations to NPCIL team at each Site for 3 days for Kaiga Atomic Power station 1&2			
54	Installation and commissioning including demonstration of operations to NPCIL team at each Site for 3 days for Kaiga Atomic Power Staion 3&4			
55	Installation and commissioning including demonstration of operations to NPCIL team at each Site for 3 days for Kudankulam Atomic Power Plant			
56	Resident support (Engineer) at Main HUB Mumbai (5 days in a week) from the date of Completion for one year and Monthly visit (12 months) to each site excluding Main HUB for parameters checking and maintenance			
57	x.509 license for hub for HQ Mumbai			
58	x.509 license for remote stations for HQ Mumbai			
59	L3 switch Unit for HQ Mumbai			

In addition to above Annexure-I (Solvency Certificate on Letter head of Bank), Annexure-II (Financial Data), Annexure- III Net Worth Certificate from CA, Technical Qualification Criterial Forms & OEM Authorization as per the Tender Document of NPCIL of GeM Bid No. GEM/2024/B/5337544 dated 02-09-2024 floated on GeM Portal.