



**RAILTEL CORPORATION OF INDIA LIMITED**  
(A Govt. of India Undertaking)

**Expression of Interest for Selection of Partner from Empaneled Business Associates**

**For**

**“Development, Implementation & Manage Operations of Next-Gen CPGRAMS”**

**EOI No: RailTel/EOI/CO/MKTG/SB/2024-25/01 dated 07<sup>th</sup> December 2024**

## EOI NOTICE

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

**EOI No: RailTel/EOI/CO/MKTG/SB/2024-25/01 dated 07<sup>th</sup> December 2024**

RailTel Corporation of India Ltd., (here after referred to as "RailTel") invites EOIs from RailTel's Empaneled Partners for the selection of suitable partner for **"Development, Implementation & Manage Operations of Next-Gen CPGRAMS"**.

The details are as under:

1	Last date for submission against EOIs by bidders	11 <sup>th</sup> December 2024 at 11:00 Hours
2	Opening of Technical Bid of EOIs	11 <sup>th</sup> December 2024 at 11:30 Hours
3	Number of copies to be submitted for scope of work	One
4	Validity of Offer	<b>180 days</b> from the last date of submission of bids to end Customer organization.
5	EOI fees inclusive tax (Non-refundable)	<b>Rs. 5000/- (Five Thousand Only)</b>
6	EOI EMD	<b>INR 5,00,000/- (INR Five Lakh)</b>
7	Submission of Bid	At following email address:  <b>eoι.sbco@railtelindia.com</b>

The EOI Fee and the EMD should be in the favor of RailTel Corporation of India Limited payable at Delhi through online bank transfer. Partner needs to share the online payment transfer details like UTR No. date and Bank along with the proposal.

RailTel Bank Details: Union Bank of India, Account No. 340601010050446, IFSC Code - UBIN0534064.

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

**Level:1** Contact: Sumit Srivastava  
Designation: Assistant GM/Tech./SB/CO  
Email: [sumitsrivastava@railtelindia.com](mailto:sumitsrivastava@railtelindia.com)  
Mob: +91- 73000 73520

**Level:2** Contact: Manish Gupta

Designation: Jt. GM/SB/CO

Email: [manish\\_g@railtelindia.com](mailto:manish_g@railtelindia.com)

**Level:3** Contact: Parag Kumar Goyal

Designation: PED/EB

Email : [parag@railtelindia.com](mailto:parag@railtelindia.com)

**Note:**

1. Empanelled partners are required to submit soft copy of this EOI bid response through an e-mail at **eoι.sbco@railtelindia.com** duly signed by Authorized Signatories with Company seal and stamp.
2. The EOI response is invited from eligible **Empanelled Partners of RailTel only**
3. All the documents must be submitted with **proper indexing** and **page no.**
4. This is an **exclusive partnership arrangement with empanelled business associate of RailTel for participating in the end customer requirement**. Selected partner's authorized signatory has to give an undertaking that 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.
5. **Transfer and Sub-letting.** The Business Associate has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

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

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

### Licenses & Service portfolio:

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

- Core Services** (Icon: A sphere with a black and white gradient):
  - MPLS VPN
  - Internet Leased Line
  - Transport Services
  - Dark Fibre
  - Tower Colocation
- Value Added Services** (Icon: A hand holding a plus sign):
  - Tele-Presence as a Services (HD Video Conferencing)
  - RailWire (Broadband Services)
  - Data Centre Services
  - Turnkey Solutions in ICT
  - Digital Service (Aadhaar based solution, Railwire Saathi, Online Tendering, WiFi as a Service, Predictive maintenance etc)
- Emerging Services** (Icon: A circular word cloud with terms like 'innovation', 'creativity', 'technology', 'idea', 'market', 'business', 'growth', 'strategy', 'vision', 'future', 'success', 'leadership', 'excellence', 'quality', 'customer', 'service', 'experience', 'engagement', 'loyalty', 'retention', 'conversion', 'revenue', 'profit', 'growth', 'expansion', 'diversification', 'synergy', 'collaboration', 'partnership', 'alliance', 'coalition', 'consortium', 'joint venture', 'strategic partnership', 'ecosystem', 'platform', 'network', 'community', 'ecosystem', 'platform', 'network', 'community'):
  - Station Wi-Fi
  - Content on Demand (COD)
  - Video Surveillance Services
  - Railway Display Network (RDN)
  - High Speed Mobile Corridor

**a) Carrier Services**

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

**b) Enterprise Services**

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

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

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

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

**e) Retail Services – RailWire**

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

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

## **2. Project Background and Objective of EOI**

Department of Administrative Reforms and Public Grievances, DARPG has floated an RFP for **“Selection of an Agency for Support in Implementation of Next-Gen CPGRAMS” vide RFP No. S-15/35/2024-PG dated 23.10.2024**. Through this RFP, DARPG seeks to engage an Agency to Support in Development, Implementation & Manage Operations of Next-Gen CPGRAMS.

The RFP and other associated documents like, specification, corrigendum, addendum etc. can be downloaded from the website <https://darpd.gov.in> or can be accessed through Central Public Procurement Portal (<https://eprocure.gov.in/cppp/>)

RailTel intends to participate against the said RFP of DARPG and, through this EOI, intends to select & engage a suitable partner (preferably as Consortium Partner for support).

Kindly Note: In the subsequent clauses, at some places the DARPG RFP is referred as “RFP” or “Tender”, this EOI of RailTel is referred as “EOI” and DARPG is referred as “End Customer”.

## **3. Scope of Work:**

The scope of this EOI comprised of entire scope of DARPG RFP. The partner has to submit the bid against this EOI considering all the work will be performed by them and the bid will be evaluated accordingly. However, the final scope of the partner will be decided during subsequent discussion post section of the partner. For entire scope kindly refer the DARPG RFP. All the documents/information issued by DARPG till date are available at website <https://darpd.gov.in> and Central Public Procurement Portal (<https://eprocure.gov.in/cppp/>). However, all the future document/Information/corrigendum /modification/addendum/clarification etc. issued by DARPG will be considered under the scope of this EOI.

In case of any discrepancy or ambiguity in any clause / specification/ Scope etc., the RFP released by end customer organization i.e. DARPG shall supersede and will be considered sacrosanct. (All associated clarifications, response to queries, revisions, addendum and corrigendum also included.)

For participation against this EOI, Business associate can participate as a sole bidder only. No consortium/JV is allowed.

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

## 4. Response to EOI guidelines

### 4.1 Language of Proposals

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

### 4.2 RailTel's Right to Accept/Reject responses

RailTel reserves the right to accept or reject any response and annul the bidding process or even reject all responses at any time 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 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

Bids shall remain valid for a period of **180 days** from the last date of submission of bids to end Customer organization. However, the bid validity may be asked for suitable extension in case the same is required to provide bid validity extension to the end customer.

### 4.5 Bidding Process

The bidding process as defined in para 4.10 & 7.

### 4.6 Bid Earnest Money (EMD)

**4.6.1** The Business Associate shall furnish a sum as given in EOI Notice via online transfer 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**. The RTGS Details are provided in the Notice of this EOI.

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

**4.6.3 Not used.**

**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 or EOI EMD & EMD (balance proportionate 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.

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

**4.8 Last date & time for Submission of EOI response**

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

**4.9 Modification and/or Withdrawal of EOI response**

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

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

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

**4.10 Details of Financial bid for the above referred tender**

The bidder is required to submit its financial bid through email in password protected documents. Business Associate meeting eligibility criteria will be selected for financial bid opening.

Bases on the Evaluation criteria defined in this EOI documents the business the Business Associate 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 jointly with the selected Business Associate so that the optimal bid can be put with a good chance of winning the Tender.

#### 4.11 Clarification of EOI Response

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

#### 4.12 Period of Association/Validity of Agreement

RailTel will enter into an agreement with selected bidder with detailed Terms and conditions.

### 5. Eligibility Criteria and other submissions for Bidding Business Partner of RailTel

S N	Eligibility Particulars	Document Required
i)	<b>Legal Entity:</b> The Bidder should be registered under the relevant corporate laws in India such as Companies Act 1956 or 2013 or LLP Act / Partnership Act 1932 and should be in continuous operation for atleast 5 years as on 31.03.2024. Registered with the Income Tax (PAN) and GST (GSTN) Authorities in India with active status.	1. Copy of Certificate of Incorporation 2. GST Registration Certificate 3. PAN Card
ii)	<b>Turnover:</b> The bidder should have a minimum Average Annual Turnover of <b>INR 150 Crore</b> (INR One Hundred Fifty Crores) in last three financial years (FY, 2021-22, 2022-23 and 2023-24).	Copy of Audited Balance sheet of the last three financial years (FY, 2021-22, 2022-23 and 2023-24). <b>Note:</b> If FY 2023-24 is not audited, CA certificate with provisional balance sheet should be submitted/ proof from GSTN Portal.
iii)	<b>Net Worth:</b> Bidder should have positive net worth as on 31.03.2024	Certificate from CA/ statutory auditor as per <b>Annexure 18</b> of DARPG RFP
iv)	<b>Technical Capability:</b> The bidder must have completed at least 1 (One) project across large scale worth value INR 10 Crores or more of data management/ data warehouse/ advanced analytics and reporting in the last 5 (Five) years (Starting from 1st April 2019) till the last date of submission of bid.	Work order + Completion certificate/ Self Certificate in Company Letter Head (for ongoing Projects) from the client. OR CA/CS/Authorized signatory certificate with client name or project name, project value and details (Applicable in case bidders has an NDA clause with client or does not have completion certificate from the

		client)  Note: The documents supplied should clearly mentioning the project scope along with modules, project duration (phase wise if any), project value, project start date etc.
v)	<b>Certification:</b> The bidder should have valid CMMi Level 3 or above Certification as on date of submission of bid	Submit copy of valid certificate (as on date of bid submission date)
vi)	<b>EOI EMD</b>	Submit the Transaction Detail
vii)	<b>Integrity Pact</b>	The bidder may require to sign the integrity pact with RailTel and/or End Customer. An undertaking is required to be submitted in this regard.
viii)	<b>Blacklisting:</b> The bidder should not have been blacklisted by any of the State/ Central Government or organizations of the State/ Central Government in India in the past three years.	Self- Declaration in Prescribed Format as <b>Annexure-3</b> .
ix)	<b>Insolvent/ Non- bankruptcy:</b> The bidder must not have been declared insolvent/ bankrupt or should not have filed for insolvency/ bankruptcy or in the process of being declared bankrupt	Self-Declaration by the bidder not being bankrupt shall be submitted.
x)	<b>Power of Attorney:</b> A power of attorney / Board resolution in the name of the person signing the bid by Prime Bidder and in case of consortium Signed by all consortium partners.	Copy of Original Power of Attorney/ Board resolution copy duly notarized.

**In addition to above, following Annexures/documents are required to be submitted along with the bid:**

xi)	<b>Annexure 1</b>	<b>Covering Letter:</b> Self-certification duly signed by authorized signatory on company letter head.
xii)	<b>Annexure 2</b>	The Partner should agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted.
		Self-certification duly signed by authorized signatory on company letter head.

<b>xiii)</b>	<b>Annexure 3</b>	An undertaking signed by the Authorized Signatory of the company to be provided on letter head. The Bidder should not have been blacklisted/debarred by any Governmental/Non-Governmental Organization in India as on bid submission date.
<b>xiv)</b>	<b>Annexure-4</b>	Format for Affidavit to be uploaded by sole partner/ all consortium partners along with the tender documents.
<b>xv)</b>	<b>Annexure-5</b>	Non-disclosure agreement with RailTel.
<b>xvi)</b>	<b>Technical Proposal</b>	Technical Proposal with overview of the project with strength of the Partner.
<b>xvii)</b>	<b>Annexure-6</b>	EMD (as PBG) Format
<b>xviii)</b>	<b>Annexure-7</b>	Price Bid Format (BOQ) (Financial Bid) with password protected PDF.
<b>xix)</b>	<b>Annexure 8</b>	No Deviation & Compliance Certificate
<b>xx)</b>	<b>CSP Authorization &amp; Support Form</b>	Bidder is required to submit the form in favor of Consortium

## 6. Bidder's Profile

The bidder shall provide the information in the below table:

S. No.	ITEM	Details
1.	Full name of bidder's firm	
2.	Full address, telephone numbers, fax numbers, and email address of the primary office of the organization / main / head / corporate office	
3.	Name, designation and full address of the Chief Executive Officer of the bidder's organization as a whole, including contact numbers and email Address	
4.	Full address, telephone and fax numbers, and email addresses of the office of the organization dealing with this tender	
5.	Name, designation and full address of the person dealing with the tender 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	

## 7. Evaluation Criteria

- 7.1** The Business Associates are first evaluated on the basis of the Eligibility Criteria as per clause 5 above.
- 7.2** The Business Associate will be technically evaluated first. The bidder who will fulfill the above clause 5 criteria will be evaluated and scored on technical/experience basis. The bidder who

will obtain minimum **70 marks** in technical Score will be eligible for financial bid opening. The bidder who will obtain the highest Composite final score 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 detailed evaluation methodology is defined in para 7.5 below.

**7.3** 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.

**7.4** All General requirement mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable.

**7.5** The selection of the partner will be done based on technical and financial score. The scoring method is as below:

- (i) Technical Score (TS) =  $100 \times (\text{Bidders Technical Marks} / \text{Highest Technical Marks})$
- (ii) Financial Score (FS) =  $100 \times (\text{Lowest Financial Bid} / \text{Bidder's Financial Bid})$

$$\text{Composite Final Score} = \{(\text{TS} \times 0.7) + (\text{FS} \times 0.30)\}$$

The technical evaluation shall be based on the following parameters and associated marks.

S N	Evaluation Parameter	Max Marks	Supporting Documents
1	<p>During the last five years(Starting from 1st April 2019) (till the last date of bid submission), The Prime Bidder must have either Designed / Developed and Implemented any Application software project for any Central/ State Govt./ Public Sector Enterprises/ PSBs or Govt. associated Organizations in India Government body in India; or supplied and configured / customized software solution including implementation and services support for any Central/ State Govt./ PSU/ PSBs or Govt. associated Organizations in India government body in India;</p> <p><i>The contract value should be:</i></p> <p>a) One project of similar nature not less</p>	20	<p>Copy of Volume - I of RFP document along with Work order + Completion certificate from the client.</p> <p>OR</p> <p>CA/CS/Authorized signatory certificate with client name or project name, project value and details (Applicable in case bidders hasan NDA clause with client or does not have completion certificate from the client)</p> <p><b>Note:</b> The documents supplied should clearly mentioning the project scope along with modules, project duration (phase wise if any), project value, project start date etc.</p>

	<p>than the amount <b>70 Crores</b> OR</p> <p>b) Two projects of similar nature not less than the amount <b>40 Crores</b> each OR</p> <p>Three projects of similar nature not less than the amount <b>30 Crores</b> each</p>		
<b>2</b>	<p>Bidder's Experience in successfully executing large scale projects of INR 10 Crores or more value with large Data size utilizing technology like Artificial Intelligence, Business Intelligence, Data Analytics etc. for any Government or Private Organization in India in last five years (Starting from 1<sup>st</sup> April 2019). (Till the last date of Bid Submission)</p> <p>a. One Project = <b>10 Marks</b></p> <p>b. Two Projects = <b>20 Marks</b></p> <p>c. Three or More Projects = <b>30 Marks</b></p>	<b>30</b>	<p>Copy of Volume – II of RFP document along with Work order + Completion certificate/ Self Certificate in Company Letter Head (for ongoing Projects) from the client.</p> <p>OR</p> <p>CA/CS/Authorized signatory certificate with client name or project name, project value and details (Applicable in case bidders has an NDA clause with client or does not have completion certificate from the client)</p> <p><b>Note:</b> The documents supplied should clearly mentioning the project scope along with modules, project duration (phase wise if any), project value, project start date etc.</p> <p>The Workorder or Client Certificate (Completion or Ongoing) must mention the Emerging Technologies (Artificial Intelligence, Business Intelligence, Data Analytics, Chatbot and Block Chain) as project components</p>
<b>3</b>	<p>Bidder's Experience in successfully implementing similar grievance redressal portals, preferably with a focus on public sector or government organizations comprising of work flow, grievance or appeal management in India in last five years (Starting from 1<sup>st</sup> April 2019) till the date of bid submission.</p>	<b>10</b>	<p>Copy of Volume – II of RFP document along with Work order + Completion certificate/ Self Certificate in Company Letter Head (for ongoing Projects) from the client.</p> <p>OR</p> <p>CA/CS/Authorized signatory certificate with client name or project name, project value and details (Applicable in case bidders has an NDA clause with client or does not have completion certificate from the client)</p> <p><b>Note:</b> The documents supplied should</p>

			<i>clearly mentioning the project scope along with modules, project duration (phase wise if any), project value, project start date etc.</i>
4	<p>Bidder's Experience in deployment and management of Application on Cloud Environment during the last Five years (till the last date of bid submission).</p> <p>One Project = <b>10 Marks</b>  Two Projects = <b>15 Marks</b>  Three or More Projects = <b>20 Marks</b></p>	20	<p>Copy of Volume – II of RFP document along with Work order + Completion certificate/ Self Certificate in Company Letter Head (for ongoing Projects) from the client.</p> <p>OR</p> <p>CA/CS/Authorized signatory certificate with client name or project name, project value and details (Applicable in case bidders has an NDA clause with client or does not have completion certificate from the client)</p> <p>*Note: The documents supplied should clearly mentioning the project scope along with modules,project duration (phase wise if any), project value, project start date etc. The Workorder or Client Certificate (Completion or Ongoing) must mention the deployment of application in Cloud.</p>
5	<p>Submission of Profiles for the Onsite Team as per the Team composition mentioned in the RFP.</p> <p>The evaluation shall be submitted basis the profiles submitted against the said designations and interview (If necessary) taken by the Department</p>	20	<p>Detailed CV as per the format given in the RFP with clear depiction of projects undertaken along with the roles in those projects with Client References.</p> <p>a) <u>Each Profile may be interviewed by DARPG, if found suitable for the role, shall be confirmed for engagement. Bidder shall ensure furnishing of profiles meeting the requirement and fully compliant with the parameters mentioned.</u></p> <p>b) <u>Bidder is advised to submit at least two CVs against each profile.</u></p> <p><u>The bidder must ensure that the submitted CVs of the proposed resources will be deployed as part of the project.</u></p>

## 8. Payment terms

**8.1** RailTel shall make payment to selected Business Associate after receiving payment from Customer for the agreed scope of work within 5-7 working days. In case of any penalty or deduction made by customer for the portion of work to be done by BA, same shall be passed on to Business Associate.

**8.2** All payments by RailTel to the Partner will be made after the receipt of payment by RailTel from end Customer organization.

**8.3** For claiming the payments from RailTel, following documents are required to be submitted :

- a) Tax Invoice for completed scope of work
- b) Certificate stating that the material /products are as per specification of the RFP of the customer and is NEW.

## **9 SLA**

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

**Note: Depending on RailTel's business strategy RailTel may choose to work with Partner who is most likely to support in submitting a winning bid and also in compliance of the end customer RFP conditions.**

## **Annexure 1: Format for COVERING LETTER**

COVERING LETTER (To be on company letter head)

To,

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

Dear Sir,

SUB: Participation in the Eol process

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

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

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

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

Authorized Signatory

Name

Designation



## **Annexure 2: Format for Self-Certificate & Undertaking**

Self-Certificate (To be on company letter head)

EoI Reference No:

Date:

To,

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

Dear Sir,

### **Sub: Self Certificate for Tender, Technical & other compliances**

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

- 8) We hereby agree to submit that in case of being selected by RailTel as partner for the proposed project (for which EOI is submitted), we will submit all the forms, appendix, relevant documents etc. to RailTel that is required and desired by end Customer as and when required.
- 9) We hereby undertake to sign Non-Disclosure Agreement with RailTel on a non-judicial stamp paper of Rs. 100/- in the prescribed Format.
- 10) We undertake that we will not submit directly or indirectly out bids and techno-commercial solution/association with any other organization once selected in this EOI for pre-bid teaming arrangement.

Authorized Signatory

Name & Designation

### **Annexure 3: Undertaking for not Being Blacklisted/Debarred**

<On Company Letter Head>

To,

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

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

We, Company Name, having its registered office at Address

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

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Bidder's Company Seal:

#### Annexure 4: Format of Affidavit

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

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

M/s\_\_\_\_\_ (hereinafter called the BA) for the purpose of the EOI documents for the work of \_\_\_\_\_ as per the EOI No. \_\_\_\_\_ of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the behalf of the BA including its constituents as under:

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

DEPONENT  
SEAL AND SIGNATURE

OF THE BA

VERIFICATION

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

DEPONENT  
SEAL AND SIGNATURE  
OF THE BA

Place:  
Dated:

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

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

### **NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (this "**Agreement**") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 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:

#### **1. Permitted Use.**

(a) Receiving Party shall:

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

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

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

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

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

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

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

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

## **2. Designation.**

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

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

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

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

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

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

## **6. Return or Destruction of Information.**

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

(i) termination of this Agreement;

(ii) expiration of this Agreement; or

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

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

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

**8. Notice.**

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

- (i) by personal delivery, when delivered personally;
- (ii) by overnight courier, upon written verification of receipt; or
- (iii) by certified or registered mail with return receipt requested, upon verification of receipt.

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

**RailTel Corporation of India limited:**

Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

\_\_\_\_\_:

Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

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

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

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

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

- (i) In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and
- (ii) not apply to any materials or information disclosed to it thereafter.



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

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

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

**13. Settlement of Disputes:**

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

**14. CONFIDENTIALITY OF NEGOTIATIONS**

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

**15. REPRESENTATION**

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

**16. ASSIGNMENT**

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

**17. EMPLOYEES AND OTHERS**

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

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

## **18. NO LICENSE**

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

## **19. RELATIONSHIP BETWEEN PARTIES:**

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

## **20: UNPULISHED PRICE SENSITIVE INFORMATION (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\_\_\_\_\_

—  
Name:  
Title:

By\_\_\_\_\_

—  
Name:  
Title:

Witnesses

#### Annexure-6: EMD (as PBG) Format

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

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

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

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

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

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

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

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

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

**Date : DD-MM-YYYY**

**Place :**

**Annexure-7: Price Bid Format (BOQ) (Financial Bid) with password protected PDF.**

**Attached Separately.**

*Note: -*

- All the price would be in INR only.
- The bidder has to compulsorily quote for all items mentioned in the Commercial-bid Tables. In case bidder fails to quote for any of this stage, the bid would be summarily rejected.
- The bid price should include all taxes and levies.
- Any conditional bid would be rejected.

**Annexure 8: No Deviation & Compliance Certificate (To be on company letter head)**

BA Name \_\_\_\_\_

[Address and Contact Details]

Date.....

To,

RailTel Corporation of India Ltd.

Plate-A, 6th Floor, Office Tower-2,

NBCC Building, East Kidwai Nagar,

New Delhi-110023

**Ref:** EOI No.

**Subject:** No Deviation & Compliance Certificate

With reference to our Bid submitted against the above referred EOI no....., we hereby confirm that we comply with all terms, conditions and specifications of the end customer Tender Documents read in conjunction with Amendment(s)/Corrigendum(s) / Clarification(s) (if any) issued by end customer prior to last date of submission of bids and the same has been taken into consideration while submitting our bid and we declare that we have not taken any deviation in this regard and Confirm NIL deviation with respect to it and shall comply with all Commercial/technical specifications and scope given in the EOI in toto.

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Bidder's Company Seal:

\*\*\*\*\*