

RailTel Corporation of India Ltd
(A Navratna PSU under Ministry of Railways)



Expression of Interest (EOI) for Selection of "System Integrator for SITC of Video Display Boards"
for RailTel's Customer.

RCIL/CO/BD/2024/12/VDB-KJ/01 Dated 18.12.2024

Issued by:

RailTel Corporation of India Ltd

(A Navratna PSU under Ministry of Railways)

Corporate Office,

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

East Kidwai Nagar, New Delhi - 110023,

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<https://www.railtelindia.com>

Disclaimer

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

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

SCHEDULE OF EVENTS (Chapter I)

RailTel Corporation of India Limited (RailTel) invites Bids (Single Packet System) for the Selection of "System Integrator for SITC of Video Display Boards" for RailTel's Customer.

Details are Given as under:

1	EOI Document Availability	EOI document can be downloaded from RailTel's website http://www.railtelindia.com and also available at RailTel's e-nivida Portal https://railtel.enivida.com/ from 18.12.2024 onwards till last date of submission of the EOI.
2	Submission of Bids	Through RailTel's e-Nivida portal (Single Packet)
3	Cost of the EOI Document	NIL
4	EOI Earnest Money Deposit (EOI-EMD) to be submitted	<p>₹ 6,70,000/- as EMD need to be deposited online through RailTel's e-Nivida portal and details to be enclosed with Bid document.</p> <p>EMD amount may also be submitted in the form of BG (EMBG) as per details given in EOI document. This EMBG along with SFMS Report is required to be enclosed (Scan Copy) along with BID and the Hard Copy of EMBG (along with SFMS Report) is required to be submitted on or before 07-Jan-2025 at RailTel Corporate Office at below mentioned address:</p> <p>Kind: Attn: Sh. Manish (Asst. GM/BD) RailTel Corporation of India Ltd Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi - 110023, Ph No. +91-011- 22900600</p> <p>Note: It is to be noted that responsibility of deposition of EMD amount will be the sole responsibility of Bidder. In any case due to any reason what so-ever if EMD is not received, Bids will be summarily rejected.</p>
5	Last date of submission of response to EOI Response	15:00 Hrs on 03-Jan-2025
6	Date & Time of Opening of EOI Response	15:30 Hrs on 03-Jan-2025

Note: 1. RailTel reserves the right to change the above dates at its own discretion.
2. Consortium Bids are Not Allowed.

Contact Details for this EOI:

Level 01: Sh. Manish / Asst. GM (BD) / manish[at]railtelindia[dot]com

Level 02: Sh. K.K.Kaushaik / Addl GM (EB) / kamal[dot]kaushaik[at]railtelindia[dot]com

Level 03: Sh. Alok V Agnihotri / GM (BD) / avagnihotri[at]railtelindia[dot]com

Ph No. +91-011- 22900600

Schedule of Requirements (SOR) - Chapter II

Sr. No.	Items	Unit	Qty	Unit rate excluding GST	Total Amount excluding GST
1	Video Boards Outdoor LED Display SMD P6 with 2 year comprehensive warranty-Supply (Video BOARD SIZE-49.459 SQM with Display Area - 7.36m X 6.72m)	Nos.	1		
2	Video Boards Outdoor LED Display SMD P6 with 2 year comprehensive warranty-Supply Video BOARD SIZE-66.662 SQM (Display Area-9.92 Meters X 6.72 Meter)	Nos.	1		
3	UPS of 60 KVA 1 Unit and 40 KVA 1 Unit along with batteries and accessories (With 2 Hour Back Up)-Supply	Lot	1		
4	Cross Bars for Display Support with Existing Structure-Supply	Set	2		
5	Installation and Commissioning along with Installation Material i.e. Cables, Lighting Arrestors, MCBs etc. of all Items mentioned above at 1, 2, 3 and 4 above	Lot	1		
6	Spares @7%. (For Item no 1 and 2)	Lot	1		
7	Software for Scoring-Supply and Integration	Lot	1		
8	OFC-48 Core-Supply	Mtr.	1000		
9	Duct-40/33 MM HDPE PLB-Supply	Mtr.	1000		
10	Pre-Inspection Charges	Lumpsum	1		
11	Transportation Charges	Lumpsum	1		
12	Ducting, Cable Pulling and Splicing in the Existing Trench along with Supply of Joint Enclosures- SITC (1 KM Patch)	Lumpsum	1		
	Grand Total without GST				

Note to SOR:

1. All above Material/items are required to be delivered, installed and commissioned at Sabina Park Cricket Stadium, Kingston, Jamaica by the Bidder. Out of two Video Boards One will be used for Scoring Purpose and other will be used for Replay/Advertising etc. For the scoring, Bidders have to supply Scoring Software and do its integration with all system as needed.

Both these boards are to be tested, installed & commissioned adjacent to each other on a Pole Mounted structure which is already in place at the site. Further, for the support of display boards cross Bars of good quality and in sufficient numbers are to be provided and installed at site. UPS (1 unit 60 KVA and 1 Unit 40 KVA) are to be delivered, tested and installed & commissioned at site. Further it is assumed that physical Infra from Control room to Video Boards (locations) to extend Bandwidth (LAN Connectivity), Power etc. is already available, and no trenching and ducting is required, however, since the OFC and Duct is close to end of life therefore, Ducting, Cable Pulling and Splicing in the Existing Trench along with Supply of required Joint Enclosures" will be the responsibility of the Bidder.

2. Quantity and Scope has been prepared based on information as available, however, for any further details and information, Bidder is independent to do the site survey if required.
3. All rates/Cost to be quoted, should be in INR.
4. All above Items/Material should be made in India. However, if any additional item/material is required for the completion of entire scope of work mentioned in this document, same can be arranged locally, by bidder at its own expense and no cost to RailTel. Further, Cross Bars tailored for modifications to the existing scoreboard structure, ensuring stability and compliance with safety standards as per site requirement can also be procured and arranged locally at Jamaica.
5. Evaluation will be done based on overall Cost of Complete SOR.
6. Supply of All above Items/Material from ex-works/India to Sabina Park Cricket Stadium, Kingston/Jamaica bidder will be the sole responsibility of the Bidder.
7. Testing, Installation and Commissioning of all above items/material (at Sabina Park Cricket Stadium, Kingston/Jamaica) Bidder will be the sole responsibility of the Bidder.
8. The bidder should make adequate provisions for Insurance during transit of these items/material (ex-works/India to Sabina Park Cricket Stadium, Kingston/Jamaica).
9. All permissions/permits/authorization/approvals within India for the transit of material from ex works to Port/Airport (India) including Port charges and warehouse charges (if any) will be the sole responsibility of bidder. RailTel and its customers i.e. MEA will facilitate all required permissions.
10. Port Handling Charges, Warehouse charges at Jamaica will be arranged/ borne by Host Country i.e. Govt of Jamaica. However, if any of these charges will be applicable then these will be paid extra by the Govt. of Jamaica/MEA on actuals to RailTel which in turn will be paid to the Bidder.
11. Import duties, local taxation (if applicable) and all permission/permits/authorization/approvals within Jamaica for the transit of material from Port/Airport to site location i.e. Sabina Park Cricket Stadium, Kingston, Jamaica will be borne/arranged by the Host country i.e. Govt. of Jamaica/MEA. However, if any of these

charges will be applicable then these will be paid extra by the Govt. of Jamaica/MEA on actuals to RailTel which in turn will be paid to the Bidder.

12. Custom Duty at Jamaica (if applicable) will be borne/arranged by Host country i.e. Jamaica and Custom duty within India (if applicable) will be borne/arranged by MEA. However, if any of these charges will be applicable then these will be paid extra by the Govt. of Jamaica/MEA on actuals to RailTel which in turn will be paid to the Bidder.
13. As of now GST within India will not be applicable being Export from India to other country, however if GST charges will be applicable then these will be paid extra by the Govt. of Jamaica/MEA on actuals to RailTel which in turn will be paid to the Bidder.
14. Govt. of Jamaica/MEA will be responsible for all site identification, site approval, clearances, installation & handover.
15. Govt. of Jamaica/MEA will provide the safe, secure, covered stores during the entire phase of execution (Delivery, Installation and Commissioning till completion of work) of entire work near the site location.
16. Govt. of Jamaica/MEA will provide the safe, secure, covered stores for spares during warranty period of 2 years near the installation location.
17. Security of the stores (During Execution and during warranty period) shall be the responsibility of Govt. of Jamaica/MEA.

19. Details of consignee and concerned Mission are given below:

(i) Consignee address:-

Sports Development Foundation

31 Phoenix Avenue, Kingston 10.

Jamaica.

Tel: (876) 960 3717

Attn: Ms. Charmaine Hanson \ Jamaica Cricket Association.

Concerned Mission:

The Embassy of India, HIGH COMMISSION OF INDIA, KINGSTON,

JAMAICA - 5 Earls Court,

Acadia Drive, Kingston 8

(Chapter III)
Pre-qualification and Technical Criteria

1. Pre-qualification Criteria:

SN	Eligibility Criteria	Documents to be submitted
1	Bidder must be an empaneled as Business Partner with RailTel Corporation of India Ltd., as on Bid submission date.	Bidder shall submit the copy of Letter of Empanelment.
2	Power of Attorney in favor of Authorized Signatory	Power of Attorney on Letterhead/ Stamp Paper, supported through a) Board Resolution or b) equivalent document (As Applicable)
3	The Bidder shall be registered under Indian Companies Act, 1956/ 2013 or Limited Liability Partnership Act, 2008 or as amended; with at least 5 years of operations in India as on Bid submission Date.	The Bidder shall submit: <ul style="list-style-type: none"> • Copy of Certification of Incorporation • Copy of PAN card • Copy of GST Registration
4	The Bidder should have cumulative turnover from operation in the previous three financial years i.e. FY 2021-22, 2022-23, FY 2023-24 shall be at least INR 10.04 Crores	The Bidder shall submit: <ul style="list-style-type: none"> • Certificate from the Statutory Auditor/CA of the Company mentioning year-wise annual turnover in last 3 audited financial years bearing UDIN • Copy of audited profit and loss statement showing the turnover for last 3 financial years i.e., 2021-22, 2022-23, FY 2023-24
5	The Net worth of the Bidder shall be positive as per the audited financial results for the last financial year i.e. 2023-24	Certificate from Statutory Auditor/CA bearing UDIN , clearly stating the Net worth of the Bidder for the last financial year i.e. 2023-24
6	<p>The Bidder should have successfully executed similar project in India during last 7 years as on 30-Nov-2024</p> <p>one project of Rs. 4.01 Crore* OR two project of Rs. 2.67 Crore* each OR three project of Rs 2.00 Crore* each</p> <p>*Values should be excluding GST / Taxes</p> <p>Similar work defined as under:- "Any IT/ICT/Other Project comprising Supply and/or Installation of Variable Messaging Display Board/Videowall.</p>	Completion Certificate from Customer is required to be submitted along with copy of Work order/ Contract.
7	The Bidder should not have been blacklisted/ debarred on the date of submission of the Bid by any Government organization including central Ministries/ Departments/PSUs in India.	Self undertaking signed by Authorized Signatory of the Bid on organisation's letter head.

SN	Eligibility Criteria	Documents to be submitted
8	The Bidder from a country which shares land border with India will be eligible to participate if a Bidder, is registered with the competent authority as specified in Annexure-I of O.M. No. 7/10/2021-PPD (1) Dated 23.02.2023 from Department of Expenditure, Ministry of Finance.	The Bidder shall submit an undertaking in this regard as per format provided under Annexure 05.
9	The Bidder should be an authorized distributor / reseller for the items viz., Display Board, Uninterrupted Power Supply(UPS) and Software for scoring.	Manufacturer Authorization Letter (MAF) is required to be submitted.
10	Make in India Products should only be Quoted for Display Board, Uninterrupted Power Supply (UPS), Software for scoring, OFC and Duct	Self-certificate from Bidder and supported by OEM for Class I or Class II Product.
11	The Bidder (or through OEM) during warranty period should have its own branch office or service center in Jamaica or arrangement to provide on-site support through local dealer/local service center/deployment of manpower.	The Bidder (or through OEM) should submit details of Branch office or Service Center or The Bidder will provide an undertaking that in case of successful Bidder, The Bidder (or through OEM) will make arrangement to provide on-site support during warranty period through local dealer/local service center/deployment of manpower.

2. Technical Evaluation Criteria:

2.1. Bidder Turnover (Total Marks=20)

	The Bidder should have cumulative turnover from operation in the previous three financial years i.e. FY 2021-22, 2022-23, FY 2023-24 shall be at least INR 10.04 Crore	The Bidder shall submit: <ul style="list-style-type: none"> Certificate from the Statutory Auditor/CA of the Company mentioning year-wise annual turnover in last 3 audited financial years. Copy of audited profit and loss statement showing the turnover for last 3 financial years i.e., 2021-22, 2022-23, FY 2023-24
	Minimum Turnover required	Rs. 10.04 Crore
a.	Turnover \geq Rs. 30 Crore	20 marks
b.	Turnover \geq Rs. 20 and below 30 Crore	15 marks
c.	Turnover $>$ Rs. 10.04 and below 20 Crore	10 marks

2.2. Presence of Bidder/Display Board OEM in Caribbean Island (Total Marks=10)

S.N.	Bidder/ Display Board OEM should have presence in any Caribbean Island directly or through its ultimate Parent company/ Subsidiary/ Sister Concern.	Lease agreement/Electricity Bill/Insurance document or any document evidence for Office Address. On Letterhead of Bidder/ Display Board OEM, Certify the relation for establishment of ultimate Parent company/ Subsidiary/ Sister Concern.
B	Office in Caribbean Island	5 Marks
C	Office in Kingston Jamaica	10 Marks

2.3. OEM Product under Make in India (Total marks=20):

S.N.	Make in India Products will only be Quoted for Display Board, Uninterrupted Power Supply (UPS), Software for scoring, OFC and Duct	Document to be submitted: Certificate for Local Content.
A	Class I OEMs (For all 05 products i.e. Display Board, Uninterrupted Power Supply (UPS), Software for scoring, OFC and Duct	20 Marks
B	Class I OEMs (For any 03 products out of Display Board, Uninterrupted Power Supply (UPS), Software for scoring, OFC and Duct	15 Marks
C	Class I OEMs (For any one product out of Display Board, Uninterrupted Power Supply (UPS), Software for scoring, OFC and Duct	10 Marks
D	Class II OEMs (For all 05 products i.e. Display Board, Uninterrupted Power Supply (UPS), Software for scoring, OFC and Duct	5 Marks

3.0 Bid Evaluation

- I. Bidders not meeting the PQ criteria will not be discussed further for TQ evaluation.
- II. In TQ criteria, Minimum Passing marks are 30 (i.e. 30 out of 50).
- III. The bidders who meet PQ criteria and secure 30 marks or more in TQ, will only be considered for financial evaluation.
- IV. It is to be noted that this EOI is "Single Stage Single Packet".

(Chapter IV)

General Terms and Conditions

1. About RailTel

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

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

2. Background of EOI

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

For the SITC of Video Display Boards and other items as per SOR at Sabina Park Cricket Stadium, Kingston, Jamaica RailTel wish to invite Bidders to participate in this EoI for Selection of System Integrator

3. Scope of Work

As per Schedule of requirement (Chapter II)

4. EOI-EMD

4.1. The EOI-EMD amount of non-successful bidder will be returned and EOI-EMD of Selected System Integrator will be retained. Please note, EOI-EMD will bear no interest.

4.2. The EOI-EMD will be returned to Selected System Integrator:

(i) In case, RailTel cancels the Order, OR

(ii) PBG is submitted by Selected Partner, as mentioned at clause No. 12 of this EOI document.

4.3. The EOI-EMD can be forfeited in case :

(i) A bidder withdraws its offer, after last date of bid submission and before expiration of the bid validity.

(ii) Successful bidder fails to submit PBG on issuance of LOA / Purchase Order, as mentioned in this document.

5. Proposal Preparation and Submission Cost

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

6. Amendment to EOI Document

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

7. Bid Validity Period

7.1. Bid of Interested partners shall remain valid for the period of 180 days from the date of submission of EOI, as mentioned in this EOI document.

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

8. Right to Terminate the Process

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

9. Language of Bid

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

10. Submission of Bid

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

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

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

11. Rights to Accept / Reject any or all EOI Response

RailTel reserves the right to accept or reject any EOI Response, and to annul the bidding process and reject all Bids at any time prior to award of the Contract, without thereby incurring any liability to the affected interested partner(s) / System Integrator, or any obligation to inform the affected Bidders of the ground for RailTel's action.

12. Performance Bank Guarantee (PBG)

12.1. The System Integrator shall at its own expense will submit the PBG, equivalent to 10% of the order value on receipt of Letter of Acceptance (LoA) / Work Order from RailTel within 15 days from the date of issuance of LOA/Work Order. The PBG should remain valid for 60 days beyond the warranty period of 2 years. Claim period of PBG should be till 12 months after PBG Validity. An unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled Commercial Bank as per the format enclosed in this EOI is to be submitted, payable on demand, for the due performance and fulfilment of the contract by the System Integrator. All charges whatsoever such as premium, commission, etc. with respect to the PBG shall be borne by the System Integrator.

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

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

12.4. If the service period gets extended by virtue of extension of same by Customer i.e. MEA, PBG should also be extended accordingly.

12.5. During the contract period, RailTel may issue Purchase Order for the additional services ordered by MEA (*in case*) to RailTel. In such scenario(s) also, Clause No. 12.1. to Clause No. 12.4. are to be followed by the System Integrator.

13. Restrictions on 'Transfer of Agreement'

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

14. Suspension, Revocation or Termination of Work Order/Contract / Agreement

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

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

- a) The System Integrator failing to perform any obligation(s) under the contract / agreement.
- b) The System Integrator failing to rectify, within the time prescribed, any defect as may be pointed out by RailTel.
- c) The System Integrator going into liquidation or ordered to be wound up by competent authority.
- d) If the System Integrator is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to RailTel in writing. In that case, the written notice can be modified by RailTel as deemed fit under the circumstances. RailTel may either decide to issue a termination notice or to continue the agreement by suitable modifying the conditions, as it feels fit under the circumstances.
- e) It shall be the responsibility of the System Integrator to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of contract / agreement is pending and if the Quality of Performance of Solution is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of which System Integrator's PBG related to

contract / agreement along with PBG related to the Empanelment Agreement with RailTel shall be forfeited, without any further notice.

- f) Breach of non-fulfillment of contract / agreement conditions may come to the notice of RailTel through complaints or as a result of the regular monitoring. Wherever considered appropriate RailTel may conduct an inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the successful bidder or not. The System Integrator shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry. In case of default by the System Integrator in successful implementation and thereafter maintenance of services / works as per the conditions mentioned in this EOI document, the PBG(s) of System Integrator available with RailTel will be forfeited.

15. Dispute Settlement

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

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

15.3. All arbitration proceedings shall be conducted in English.

16. Governing Laws

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

17. Statutory Compliance

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

17.2. The Bidder shall comply and ensure strict compliance by his/her employees and agents of all applicable Central, State, Municipal and Local laws and Regulations and undertake to indemnify RailTel, from and against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule, including but not limited to the claims

against RailTel or its Customer under Employees Compensation Act, 1923, The Employees Provident Fund and Miscellaneous Provisions Act, 1952, The Contract Labour (Abolition and Regulation) Act 1970, Factories Act, 1948, Minimum Wages Act and Regulations, Shop and Establishment Act and Labour Laws which would be amended/modified or any new act if it comes in force whatsoever, and all actions claim and demand arising therefrom and/or related thereto.

18. Intellectual Property Rights

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

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

19. Severability

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

20. Force Majeure

On the occurrence of any unforeseen event beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected contractor shall, within a week from the commencement thereof, notify the same in writing to the other party with reasonable evidence from the date of such occurrence. In the event of delay due to such causes, the completion schedule will be extended for a length of time equal to the period of force majeure. The supplier should not be entitled to any payment in respect of any period where the supply is not carried out in the result of force majeure.

21. Indemnity

21.1. The System Integrator agrees to indemnify and hold harmless RailTel, its officers, employees and agents (each an "Indemnified Party") promptly upon demand at any time and from

time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from:

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

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

22. Confidentiality cum non-disclosure

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

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

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

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

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

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

22.6. Bidder shall undertake to ensure that confidentiality of any/all information and documents relating to Purchase Order given to them or their representatives by RailTel or the stakeholders, during the course of supply is fully protected.

23. Exit Management

23.1. Exit Management Purpose

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

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

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

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

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

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

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

24. Changes in Contract Agreement

No modification of the terms and conditions of the Contract Agreement shall be made except by written amendments signed by both parties i.e. System Integrator and RailTel.

25. Terms of Supply

I. The Packing and labels of all items to be supplied under the order shall be marked with the words **"Gift by the People & Government of the Republic of India"**. If the items are packed in packets which are then placed or repacked within a box/cartoon/bottle/foil, these words shall be printed/ marked on both the internal/ external or internal packs/ box/cartoon/foil.

II. It should be clearly mentioned that the consignments are from government of India, Ministry of External affairs, Jawaharlal Nehru Bhawan, New Delhi, India.

III. In event of breakage or loss of stores during transit against requisition order the said quantity has to be replaced by the Supplier. The RailTel will not pay separately for transit insurance and supplier shall be solely responsible for stores.

IV. The Supplier shall be entirely responsible for all taxes, duties, license fees, etc. incurred until delivery of material to the Republic of Jamaica. Consignment details may be provided to RailTel at least 4 weeks in advance Embassy of India, Jamaica at least 2-3 weeks in advance to get this exemption from the relevant Government of the Republic of Jamaica authorities.

V. The Supplies, materials etc. of inferior quality standard or of different specifications, brand, manufacture etc. other than that ordered specified and/or incomplete or broken articles will not be accepted. The Supplier has to replace the same at his own cost and risk. Intimation of non-acceptance of any materials etc. will be sent to the Supplier within 10 days from the date of receipt of the store and the same will be returned to the Supplier at his own cost and risk, if he so desires and intimates accordingly within 15 days from the date of dispatch of intimation of the non-acceptance. However, if no Communication is received within 15 days from the date of dispatch of intimation of the non-acceptance of communication, RailTel shall not be responsible for any damage, loss etc. of such rejected articles.

VI. If at any time after the order for supply of materials RailTel shall for any reason whatsoever not require the whole or part of the quantity, thereof as specified in the order, the RailTel shall give notice in writing of the fact to the Supplier who shall have no claims to any payment of compensation what so ever on account of any profit or advantage which the Supplier might have derived from the supply of articles in full, but which did not derive in consequence of the full quantity of articles not

having been purchased, nor shall have any claim for compensation by reasons of any alterations having been made in the original instructions which shall invoice any curtailment of the supply originally contemplated.

VII. Video Boards (2 Nos) supplied to the Republic of Jamaica have warranty of 2 years including the required consumables for the smooth operation of the machines.

VIII. Supplier offer should be inclusive of procurement and supply, transportation, installation, testing and training/workshop and associated cost. No extra charge for transportation, forwarding and insurance etc. will be paid on the rates quoted. However, Import duties, local taxation and all permission/permits/authorization/approvals within Jamaica for the transit of material from Port/Airport to site location i.e. Sabina Park Cricket Stadium, Kingston will be borne/arranged by the Govt. of Jamaica/MEA. However, if any of these charges (Import Duties/Local taxation etc.) will be applicable then these will be paid extra by the Govt. of Jamaica/MEA.

IX) Custom Duty at Jamaica (if applicable) will be borne/arranged by Host country i.e. Jamaica and Custom duty within India (if applicable) will be borne/arranged by MEA.

26. Liquidated Damages (LD)

In case, the completion of the project is delayed due to reasons solely attributable to the contractors/agencies/Suppliers engaged for the supply of **two electronic scoring video boards**, RailTel shall impose liquidated damages @ 0.5% (Zero-point five percent) on awarded contract value for each week of delay subject to a maximum of 10 (ten percent) of the awarded contract value. The LD, if applied any, shall be recovered from the final bills of the supplier.

27. Extension of time.

Extension of time for supplies shall be considered by RailTel. The extension so granted may be with levy of LD for delay in execution of supply (as mentioned in Liquidated Damages) the cost of supplies ordered for at the discretion of the authority competent to grant extension of time limit provided such request is made well in time, depending upon the circumstances and such decision in the matter will be final.

28. Inspection of Goods

I. Pre-dispatch inspection shall be carried by government accredited agency as proposed and suggested by RailTel and as approved by Customer i.e. MEA. Certificate for the same may be furnished by the supplier to the RailTel and Customer i.e. MEA. All expenditure to be borne by the Supplier.

II. Post dispatch inspection shall be carried by Embassy of India, Jamaica Official and Government of the Republic of Jamaica official.

29. Confidentiality

Supplier shall undertake to ensure that confidentiality of any/all information and documents relating to Purchase Order given to them or their representatives by either Ministry or Government of The Republic of Palau or the stakeholders, during the course of supply is fully protected.

30. Training:

On-Line Training will be provided to end client (Jamaica Cricket officials (Maximum 10) during the Installation and commissioning of the material.

31. Warranty and Maintenance Support:

A Standard Warranty of 2 years will be provided by the Bidder.

2 years warranty on all products supplied under this contract will be covered. During live Matches One (i.e. 1 official) will be present in the stadium to upkeep the systems (Supplied under this Contract). Also, on call basis with prior intimation of minimum 15 days official may also be present in the stadium to upkeep the systems (Supplied under this Contract). Further as a part of preventive Maintenance one visit per quarter will also be made by the official.

During live matches if any fault related to Video Boards (Module Faulty, Controller, Cable issue etc.) occurred then the lead time for the rectification/replacement of same will be 2-4 Hours, however if LED module would require to be replaced then same will be done through the "Available Spares" and Qty's used will be recouped with repaired/new module by the supplier within 1 month or During the scheduled visit of Preventive Maintenance.

All passes/permission for the visit of official in Stadium will be arranged by Jamaica Cricket Association Authorities.

32. Payment Terms (Milestone Payment):

- i) 50% (of LOA Value) on successful dispatch of material from India.
- ii) 30% (of LOA Value) on successful supply of All material at site i.e. Sabina Park Cricket Stadium, Kingston, Jamaica and after Post dispatch inspection by carried

by Embassy of India, Jamaica Official and Government of the Republic of Jamaica official.

- iii) 15% (of LOA Value) on completion of Installation, Commissioning, and satisfactory acceptance of work by the Jamaica Authorities.
- iv) 5% (of LOA Value) will be paid after completion of the first quarter of the warranty. This Payment can be released on completion of Installation, Commissioning, and satisfactory acceptance of work by the Jamaica Authorities on submission of equivalent amount Bank Guarantee having validity of 2 months beyond warranty period.
- v) Payment to the Supplier will be in INR and will be inclusive of GST and subjected to TDS as per rules.
- vi) All payments to the Bidder will be released only after receipt of amount/payments from its customer i.e. MEA.
- vii) Price escalation clause will not be entertained under any circumstances.
- viii) Bidder while raising the invoice should mention "Sports Development Foundation" as consignee. The generated invoices should be an export invoice on which GST will not be payable

33. Delivery Timelines:

Timelines (T: Date of issuance of PO/LOA to Bidder)	Activity
T+75 Days	Dispatch/Shipment of Material.
T+120 Days	Installation, Commissioning & Completion of Work.

34. Bill Passing and Paying Authority:

All bills will be submitted to RailTel Corporate office at EKN and GM/BD will be the passing authority and CO finance will be the paying authority.

(Chapter V)
Technical Specification

1.0 For Display Boards:

Item	Parameter	Value	Unit	Compliance
Module	Pixel Pitch	6	mm	
	LED Type	SMD 3535	/	
	Module Size(WxH)	192 x 192	mm	
	Pixel Per Module	32 x 32	Dots	
	Module Weight	~ 1.1	Kg	
Panel	Size	960 x 960 x 96	mm	
	Pixels	160 x 160	dots	
	Material	Aluminium	/	
	Weight	~ 48	Kg	
	Brightness	10000	nits	
	Brightness (Avg.)	9500	nits	
	Processing depth	~ 15"	bit	
	Display refresh rate	3840	Hz	
	Color Temperature	~3200~9300	K	
	Viewing angle(H)	140	deg.	
	Viewing angle(V)	140	deg.	
	Drive type	1/2 Scan	/	
Application	AC Operating Voltage	100-240	V	
	AC Input Frequency	50/ 60	Hz	
	Power Consumption (Max./Avg.)	950/550	W/m2	
	Storage Temperature	- 40 ~ + 60	°C	
	Operating Temperature	- 20 ~ + 50	°C	
	Storage Humidity	10% ~ 90%	RH	
	Operating Humidity	10% ~ 90%	RH	

Item	Parameter	Value	Unit	Compliance
	IP Rating (Front/Rear)	IP65/IP54	/	
	Module Maintenance	Front & Rear	/	
	PSU & Others Maintenance	Front & Rear	/	
	Panel Installation Type	Stack, Front & Rear	/	
	Maximum number of panel for Lifting	/	Pcs	
Certification	CE, ETL, FCC			

2.UPS:

UPS as mentioned in SOR is to be provided with 2 hour back up.

3. Duct and OFC:

As mentioned in SOR

4. Cross Bars: High-strength metal crossbars, ensuring stability and safety are to be provided.

5. Bidders must comply with in Jamaica electricity board regulations and standards, including safety requirements and the ability to withstand grid voltage and frequency fluctuations for all supplier equipment.

EOI COVER LETTER
(On Organization Letter Head)

Bid Ref No.:

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

Ref: EOI No. RCIL/CO/BD/2024/12/VDB-KJ/01

Dear Sir,

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

Signature of Authorised Signatory

Name
Designation

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

Bid Ref No.:

Date:

To,

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

Ref: EOI No. RCIL/CO/BD/2024/12/VDB-KJ/01

Dear Sir,

"I have read the clause regarding restrictions on procurement from a bidder/OEMs of a country which shares a land border with India; I certify that this bidder/OEM is not from such a country or, if from such a country, has been registered with the Competent Authority, I hereby certify that this bidder/OEM fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Signature of Authorised Signatory

Name

Designation

Undertaking for Non-Blacklisting & Arbitration Case
(On Organization Letter Head)

Bid Ref No.:

Date:

To,

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

Ref: EOI No. EOI No. RCIL/CO/BD/2024/12/VDB-KJ/01

Dear Sir,

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

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

Signature of Authorised Signatory

Name

Designation

CHECKLIST OF DOCUMENTS FOR TECHNICAL BID

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

Note:

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

Format of Bank Guarantee towards EMD Submission

(To be stamped in accordance with stamp act)

(To be used by approved Indian scheduled commercial banks)

To,

General Manager (BD),

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

1. WHEREAS The RailTel Corporation of India Limited (CIN : L64202DL2000GOI107905), having its registered office at Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi – 110023 (herein after referred to as “RailTel” which expression shall unless repugnant to the context includes their legal representatives, successors and assigns), has issued the EOI No. ----- dated - ----- for ----- (“Tender Document”).
2. AND WHEREAS M/s *[insert name of the organization with registered office address]* (herein after referred to as “Bidder” which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has decided to submit response for the said tender as per the terms and conditions of the said tender document.
3. AND WHEREAS one of the conditions of the said RFP document is that Bidder’s tender response shall be accompanied by a Bank Guarantee towards Earnest Money of Rs *[insert value as per the applied regions, in words as well as in figure]* from a scheduled commercial bank of India.
4. We *[insert the name and address and other particulars of the Bank (hereinafter referred to as 'the Bank')]* at the request of *[insert name of the Bidder]* do hereby undertake to pay RailTel an amount not exceeding Rs. (Rs Only) against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Bidder of any of the terms or conditions contained in the said tender.
5. We, the Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage by the said Bidder of any of terms or conditions contained in the said Agreement by reason of any breach by the said Bidder of any of the terms or conditions contained in the said tender.

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.... (Rs. Only).

6. We, the Bank undertake to pay the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Bidder 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 Bidder shall have no claim against us for making such payment.

7. We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect during the validity period till RailTel certifies that the terms and conditions of the said tender have been fully and properly carried out by the said Bidder and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before , We shall be discharged from all liability under this Guarantee thereafter.

8. We, the Bank further agree with the RailTel that the RailTel shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the tender or to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said tender and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Bidder 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 discharge due to the change in the constitution of the Bank or the Bidder.

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

Dated the Day of 2024 for (Name of Bank)

In the presence of Witnesses:

1. Signature With Date

2.

Signature With Date Name

Name

Encl : SFMS Report

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

BG advising message – IFN 760COV/ IFN 767COV via SFMS
To mandatorily send the Cover message at the time of BG issuance.
IFSC Code of ICICI Bank to be used (**ICIC0000007**).
Mention the unique reference (**RAILTEL6103**) in field 7037

Format of Performance Bank Guarantee

(To be stamped in accordance with stamp act)

(To be used by approved Indian scheduled commercial banks)

(To be used by approved Scheduled Banks)

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

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

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

Dated the day of 2024

Witness

Name

Name

BG advising message – IFN 760COV/ IFN 767COV via SFMS
 To mandatorily send the Cover message at the time of BG issuance.
 IFSC Code of ICICI Bank to be used (**ICIC0000007**).
 Mention the unique reference (**RAILTEL6103**) in field 7037