



Expression of Interest
For Selection of Consortium partner for
“Design, development, implementation, and maintenance of PM KISAN 2.0 for
an end customer of RailTel”

EOI No: RailTel/COMKTG/EB/2024-25/Portal/08 dated 27th Dec 2024

RAILTEL CORPORATION OF INDIA LTD.
(A Govt. of India Enterprise)
Plate -A, 6th Floor, Office Block Tower -2,
East Kidwai Nagar New Delhi-110023

NOTICE

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

EOI No: RailTel/COMKTG/EB/2024-25/Portal/08 dated 27th Dec 2024

RailTel Corporation of India Ltd., (hereafter referred to as RailTel) invites EOIs from RailTel's Empanelled Partners for consortium agreement for Design, development, implementation, and maintenance of PM KISAN 2.0 for an end customer of RailTel Corporation of India Ltd Customer" to participate in the end customer RFP.

The details are as under:

1	Last date for submission of EOIs by bidders	31.12.2024 at 15:00Hrs.
2	Opening of bidder EOIs	31.12.2024 at 15:15Hrs.
3	Number of copies to be submitted for scope of work	One
4	EOI EMD(Token EMD)	<p>a)Rs. 5,00,000/- (Five Lakhs Only) to be submitted along with EOI (To be submitted via online bank transfer only).</p> <p>RailTel Bank Details: Union Bank of India Account No.: 340601010050446 IFSC Code: UBIN0534064</p> <p>b)Balance EMD amounting Rs. 45,00,000/- (Rs. Forty Five lakh) to be submitted by selected Business Associate, in the form of BG/online transfer before submission of final bid to the end customer.</p> <p>For Bank Guarantee as EMD: BG as EMD validity: Bid validity period (180 days) + 3 months and claim period of 1 year from BG expiry period. OR 3 months beyond customer's bid validity (whichever is higher)</p>
5	EOI Cost	Rs. 5,900/- (Incl. GST)

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

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

Level:1 Contact: Anish Singh Gusain
Designation: DGM/EB
Email:
anishgusain@railtelindia.com

Level:2 Contact: Vrishad Shahade
Designation: AGM/EB
Email:vrishad@railtelindia.com

Level:3 Contact: Hemant Yadav
Designation: Jt.GM/EB
Email : hemant Yadav@[railtelindia.com](mailto:hemant Yadav@railtelindia.com)

Note:

1. Empaneled partners are required to submit soft copy of technical packet through an e-mail at eoiebc@railtelindia.com duly signed by Authorized Signatories with Company seal and stamp.
2. The EOI response is invited from eligible Empaneled Partners of RailTel only. Only sole bidder is allowed. No consortium is allowed.
3. All the document must be submitted with proper indexing and page no.
4. This is an exclusive partnership arrangement with empaneled business associate of RailTel for participating in the end customer RFP. Selected partner's authorized signatory has to give an undertaking they will not submit directly or indirectly techno-commercial solution/proposal with any other organization once selected in this EOI for partnership teaming arrangement (before and after submission 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.

1. RailTel Corporation of India Limited–Introduction

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

RailTel has approximately 61000 kms of OFC along the protected Railway tracks. The transport network is built on high capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon and Secunderabad hosting / collocating critical applications. RailTel is also providing Telepresence as a Service (TpaaS), where a High Definition Video Conference facility bundled with required BW is provided as a Service.

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

RailTel's business service lines can be categorized into three heads namely B2G/B2B (Business to Government and Business to Business) and B2C (Business to customers):

Licenses & Service portfolio:

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

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

- 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

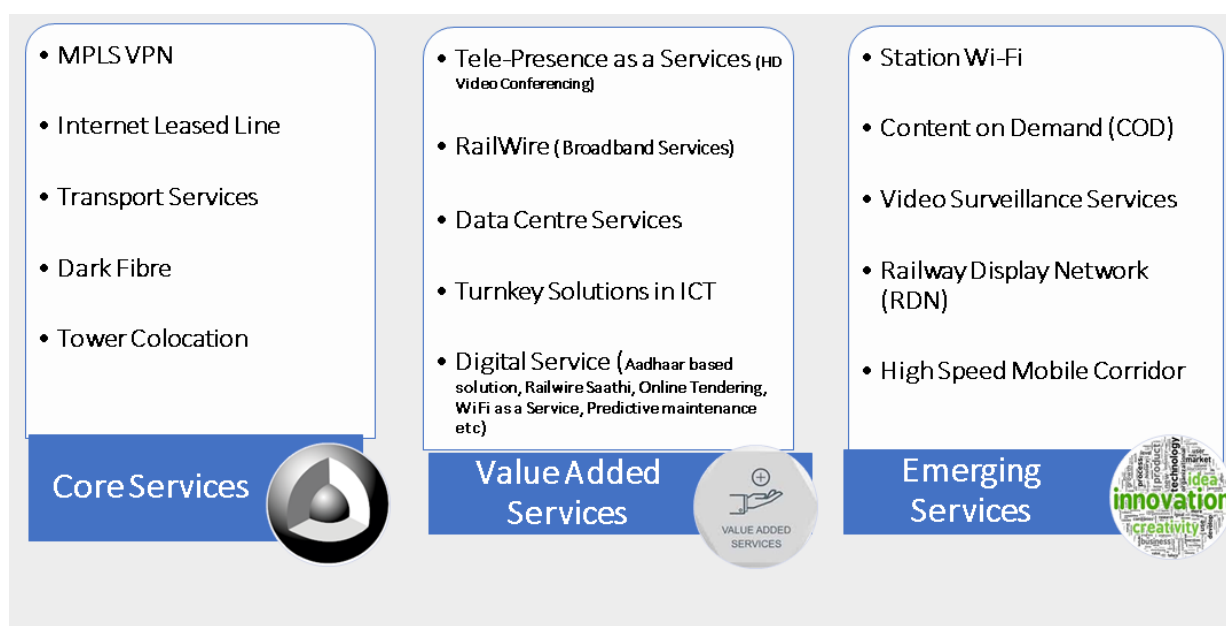
d) **High-Definition Video Conference:**

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 5autho. 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. Background of EOI

RCIL intends to participate in the end customer’s RFP for “Design, development, implementation, and maintenance of PM KISAN 2.0 system” wherein there is requirement of “Redesign & Re-development of PM Kisan 2.0 portal” for an end customer.

RCIL invites EOIs from its Empanelled Partners for the selection of suitable consortium partner of RailTel for participating in the end customer’s RFP. The empanelled partner is expected to have excellent execution capability and good understanding of customer local environment.

3. Scope of Work

The selected Partner has to redesign & redevelopment for PM Kisan 2.0 Portal for an end customer.

Empanelled vendor shall be required to perform at least the below mentioned activities:

- Preparation of a comprehensive Solution Architecture for the PM KISAN portal
- Specifying the Functional, Infrastructure, Data, Deployment, Network and Security Architecture.
- Preparation of System Design Document (Low level and high-level design document) for the PM KISAN portal such as wireframes, use cases and test plans specifying the construction details of the system, each system component’s interaction with other components and external systems, and the interface that allows end users to operate the system and its functions.
- Development of Security Plan.
- Preparation of data integration and data quality design document specifying how data from disparate source systems shall be integrated in the PM KISAN portal

The key features of this portal are:

- Re-engineering of the existing business processes
- Re-designing the entire architecture of the system in Micro services architecture and database
- Migration of data in new database structure
- API infrastructure for data sharing and integration with states and external systems & APIs such as UIDAI, PFMS, Income Tax, Land records, NTRP, India Post Payment Bank, Bhashini, State Service Centres like CSCs, eMitra, eGrama, Gramma-one and others as required
- User Management and access control
- New Farmer Registration by Self/States/CSCs/ State Service Centers
- e-KYC module
- PFMS verification and reconciliation
- Digital signed FTO generation
- Payment disbursement
- Content Management System based on CMF (Content management framework) for development of multilingual public portal
- Status tracking process
- Grievance Management System using AI and ML and Feedback Mechanism
- Technical Query System
- Refund System for Recovery of fund

- Dashboards and MIS reports (GIS enabled) drill down up to village level, all types of reports for API integrations
- Data Analysis and data cleaning
- Data mining, big data, and data archival
- Data analytics and dashboards using latest BI tools with
- Multilingual AI Chatbot
- Training/e-learning module
- Notification module
- E-learning modules for training and handholding of stakeholders
- PM-KISAN Mobile App in Android & IOS
- Aadhaar vault implementation.

3.1. Deliverables:

- a) **Redesign & redevelopment of the PM KISAN 2.0** satisfying the functional and technical requirements as mentioned in below.

A	Generic Features
1.	The system shall allow users to view and update their profile information.
2.	The proposed solution should provide users with user friendly front-end interfaces
3.	The system shall maintain an audit trail to record user and system activities, such as login/logout profile updates, transaction detail, role changes, etc. and reports to view it at all levels
4.	The system shall provide a notification mechanism to communicate important updates and announcements to users
5.	The system shall enable notification services through SMS and email gateways
6.	The system shall adhere to data protection and privacy regulations, ensuring that user data is securely stored and handled
7.	The proposed solution should have functionality to “flag / unflag” entities as and when they are added to / removed from a watch-list.
8.	The system should be able to provide support for various languages to cater to diverse user groups
9.	The system should be able to set timelines for the entire payment process (Payment list finalization, FTO generation)
10.	The system shall ensure that farmer centric services shall not affected during downtime of other modules.
11.	Dynamic real time analytics dashboard/reports
12.	The system shall have user friendly UI & UX
13.	The system shall have provision for farmer profile management (by using mobile number or Aadhaar number)
14.	The system shall have notifications alters for the farmers and other stakeholder
15.	The system shall have physical verification module
16.	Dedicated Training module for the stakeholders
17.	The system shall have on fly Aadhaar, land details verification and Income tax payee status check during the registration
18.	The system shall ensure Implementation of API gateway for managing the inward and outward APIs for various level integration.
19.	Creation of family tree
20.	Robust and secure data sharing platform for sharing the data with stakeholders
21.	The system shall ensure efficient implementation of Aadhaar data vault for compliance of UIDAI guidelines

22.	The system shall ensure implementation of effective and easily accessible audit log management system
23.	Use of customized query design engine for generation of user specific reports as requirements
24.	The system shall have on fly Multilingual support
25.	The system shall have high performance & availability driven system
B Data Migration	
26.	Conduct a thorough data quality and migration needs assessment.
27.	Develop a data migration strategy and methodology, including contingency plans.
28.	Implement a rollback strategy to address unexpected issues and minimize downtime or disruptions.
29.	Perform all necessary actions to ensure a smooth migration process
C Data Warehousing	
30.	The system will establish centralized data repositories integrating multiple sources (e.g., PM-KISAN, Agriculture Census, Farmer DB, Crop Survey, AGRISTACK).
31.	Enable capabilities for data visualization, reporting, and predictive analytics to drive valuable insights for policy-making and program management.
32.	Implement a fully managed, server less data lake/warehouse capable of automatically scaling storage and compute resources without downtime
33.	Facilitate analysis and visualization of geospatial data to meet specific location-based business needs.
34.	Ensure the platform shall load and query data simultaneously without performance degradation or operational interference
D Data Ingestion/ Transformation	
35.	The solution shall provide a serverless data ingestion service that automatically scales to meet data volume requirements.
36.	It shall support both batch and real-time streaming data ingestion, with the ability to transform data during ingestion to enable ETL processes.
37.	The solution shall support data ingestion through various methods such as CDC, ETL, Message Broker, SFTP/MFT, Web API, etc., without limitations on data type, format, or size.
38.	System shall include standard connectors for RDBMS, NoSQL databases, and support multiple binary file formats for file-based data ingestion.
E Data Governance	
39.	The BI tool shall be platform-agnostic, deployable on public cloud, private cloud, or on-premise infrastructure.
40.	It shall support semantic data modeling for dynamic creation of dimensions and measures.
41.	Embedded analytics shall be enabled via iframe or API-based integration.
42.	The tool shall include governance features like version control and user/group access management.
43.	System shall provide API access to the underlying data model for integration with third-party visualization libraries.
F Generative AI & Chatbot	
44.	Server less managed services for model training and deployment.
45.	Orchestrate and automate ML workflows for smooth production transition.
46.	Centralized repository for managing, versioning, and tracking ML models.
47.	Scalable model serving with online or batch prediction.
48.	Deploy multiple models/versions via a single API endpoint.
49.	System shall have access to a curated library of enterprise-ready foundation models, open-source models, and task-specific models for customization and deployment.
50.	System Shall have option to enable intuitive bot responses, omni-channel support, and a visual flow builder for seamless customer interactions.
Data Analytics and Dashboards	

51.	Provision to identify data requirements and develop report formats for monitoring scheme progress.
52.	Functionality to Ensure reports are multilingual, customizable, and exportable in formats like .xls, .txt, .pdf, and HTML.
53.	System shall provide web-enabled, real-time, 24/7 accessible reports while enabling drill-down functionality to granular levels (block/sub-district/district/state).
54.	Facilitate presentations on scheme achievements, progress, and new initiatives for meetings or audits, including CAG performance audits.
Redesign and redevelopment of PM KISAN Mobile Apps	
55.	Redesign and develop additional modules for the mobile application, based on the findings from the as-is study and the requirements outlined in the SRS.
56.	Hosting of the mobile application shall be on the Apple App Store and Google Play Store.
57.	The mobile application should be capable of integrating with other apps, as needed by the Department.
58.	Vendor shall conduct and support security audits for the mobile application to ensure compliance and security standards are met.
J Exit Clauses	
59.	In case of expiry / termination of the contract, the vendor shall ensure that the apps originally built on the platform shall continue to run as is, without any disruption to the services at no additional cost to CUSTOMER. In either case, CUSTOMER should have access to the entire code directly or using an SDK or some other means to programmatically access the application models and shall be enabled to make any modifications to the code / app at no additional cost to CUSTOMER.
60.	All Code / Work created/written by the successful bidder over the product, for the proper implementation of the solution, would be the property of CUSTOMER and no claim whatsoever can be made by the bidder for the same.

- b) Hosting the platform:** PM KISAN 2.0 will be hosted in a cloud environment accessible from anywhere in India with an internet connection, for both Central and State access. A thorough acceptance testing procedure will be followed to verify the full functionality of the system on the cloud.

The architecture of PM KISAN 2.0 should be cloud-agnostic, and its deployment will be carried out on cloud virtual machines provided by the CSP, as recommended by the Department.

c) Technical Support:

- The successful bidder shall ensure deployment of 20 qualified resources for Onsite Development & Warranty as per the desired criteria
- ❖ Program Manager: MBA or equivalent & B.Tech/B.E/MCA/M.Sc (IT or CS)/MS with 10+ years of experience in IT implementation or software development projects.
- ❖ Project Lead: B.Tech/B.E/MCA/M.Sc (IT or CS)/MS with 8+ years of experience in large IT implementation and managing daily development activities.
- ❖ Solution Architect: M.Tech/B.E/B.Tech/MCA with 6+ years of experience in designing IT systems using ML/AI; TOGAF/Microsoft Solution Architect or equivalent certification.
- ❖ Technology Lead: M.Tech/B.E/B.Tech/MCA with 6+ years of experience in development using the latest open-source technologies.
- ❖ UI/UX/Visual Designer: B.Tech/BE/BCA/BFA/B.Arch/B.Design/PG Diploma with 5+ years of experience in web design and dashboard development.

- ❖ Full Stack Developer: MCA/M.Tech/B.E/B.Tech or equivalent with 5+ years of experience in web development using open-source technologies.
 - ❖ Senior Developer: B.Tech/B.E/MCA/M.Sc (IT or CS)/MS with 5+ years of experience in web development using open-source technologies.
 - ❖ Developer: B.Tech/B.E/MCA/M.Sc (IT or CS)/MS with 3+ years of experience in web development using open-source technologies.
 - ❖ Mobile Developer: B.Tech/B.E/MCA/M.Sc (IT or CS)/MS with 3+ years of experience in Android and iOS mobile app development.
 - ❖ Database Expert: MCA/M.Tech/B.E/B.Tech or equivalent with 6+ years of experience in SQL queries, database optimization, and query execution plans; Microsoft/Oracle certification.
 - ❖ Database Administrator: MCA/M.Tech/B.E/B.Tech or equivalent with 6+ years of experience in administering large databases.
 - ❖ System Administrator: MCA/M.Tech/B.E/B.Tech or equivalent with 6+ years of experience in managing large systems.
 - ❖ Cyber Security Engineer: B.E/B.Tech/MCA or equivalent with 4+ years of experience in implementing cybersecurity for cloud-based IT projects.
 - ❖ Tester: MCA/M.Tech/B.E/B.Tech or equivalent with 3+ years of experience in testing large software systems.
 - ❖ Business Analyst: MBA or equivalent with 5+ years of experience in IT and business transformation projects..
- The successful bidder shall be responsible for the day-to-day maintenance of the applications for the entire period of Contract of 4 year after the date of commissioning. At least 2 resources should be deployed at on site for O&M.

d) Training

The bidder shall provide training on the developed portal, allied modules, business processes, and other requirements as needed by end customer.

- I. Training resources will be deployed at the client location to train project stakeholders.
- II. The bidder will prepare and submit a detailed training plan, including sessions, audience, locations, dates, duration, and content, for Ministry approval and execution.
- III. The bidder will create training materials and manuals in English, including online versions if required, in consultation with end customer..
- IV. Functional training will be provided for all applications/modules, covering new inductions, transfers, and promotions.
- V. Trainers deployed must have the required skills, system knowledge, and proficiency in English (spoken and written).
- VI. Training will occur in an environment replicating the live application, allowing hands-on practice with dummy data.

e) Helpdesk Support

Bidder needs to create a Helpdesk Management System and they need to provide hosting arrangements for operation of the Help Desk Tool. The Help Desk Support shall include the following activities:

- I. Provide basic menu / screen level support, addressing general queries of users,
- II. logging requests, assigning requests to specific help desk individuals.

- III. Assign severity level to each complaint.
- IV. Track each complaint to resolution.

f) Warranty

The bidder shall provide a comprehensive 1-year warranty for all components and functionalities of the PM KISAN 2.0 system from the Go-live date.

- I. The warranty includes prompt rectification of defects, malfunctions, or issues at no extra cost to the client.
- II. The system must perform all specified functions and processes accurately as outlined in the RFP, with any discrepancies corrected during the warranty period.
- III. The SI will address performance shortfalls to ensure optimal system performance.
- IV. The SI shall secure the system against unauthorized access, data breaches, and other vulnerabilities, promptly resolving any security issues during the warranty period.
- V. Feature enhancements required by the Department during the warranty period will be implemented at no additional cost.

g) Maintenance:

The successful bidder shall handle day-to-day maintenance of applications for 4 years after commissioning, with at least two on-site resources for operations and maintenance. For 2 years from Go-Live, the bidder will ensure smooth operations and maintenance of all developed modules, including:

- I. Resolving bugs, usage issues, performance problems, and access-related issues.
- II. Creating, customizing, and updating reports as needed.
- III. Optimizing stored procedures and fixing bugs for seamless application access.
- IV. Managing the database (e.g., adding/deleting tables, uploading data, monitoring logs).
- V. Addressing security issues identified during assessments.
- VI. Performing regular application and database backups.

#	SLA Parameter	Target	Liquidated damages	
			SLA	Liquidated damages as % Total Cost (of development and warranty cost)
1	Availability of Technical Manpower resources at designated location as per requirement defined in the RFP. There shall be no instance when all the resources handling a role are unavailable at a location. This may lead to 0.08% damage at the discretion of the Department. The replacement must be of equivalent	<=15 days from the date of signing of the contract	>15 days	0.05

	qualification and experience			
2	Inception report, Solution Design and Requirement Analysis, SRS, User Interface (UI) / User Experience (UX) Design Document, High Level Design Document, Low Level Design Document with penalty subject to a maximum of 15%	<=60 days from the date of signing of the contract	>60 days & <=70 days	0.5
			>70 days & <=75 days	0.8
			>75 days & <=80 days	1.2
3	Development, Configuration, Workflow (Phase I) For each additional day after 105 days, liquidated damages of 0.5% of Total cost will be levied per day as additional liquidated damages up to 120 days subject to a maximum of 15% post which the contract will be terminated	<=105 days from the date of signing of the contract	>105 days & <= 110 days	0.5
			>110 days & <=115 days	1.0
			>115 days & <=120 days	1.5
4	Development, Configuration, Workflow (Phase II) For each additional day after 195 days, liquidated damages of 0.5% of Total cost will be levied per day as additional liquidated damages up to 215 days subject to a maximum of 15% post which the contract will be terminated	<=195 days from the date of signing of the contract	>195 days & <= 200 days	0.5
			>200 days & <=210 days	0.8
			>210 days & <=215 days	0.9
5	Development, Configuration, Workflow (Phase III) For each additional day after 225 days, liquidated damages of 0.5% of Total cost will be levied per day as additional liquidated damages up to 240 days subject to a maximum of 15% post which the contract will be terminated	<=255 days from the date of signing of the contract	>225 days & <=230 days	0.5
			>230 days & <=235 days	1.0
			>235 days & <=240 days	1.5
6	Final Go-Live & Sign off for PM KISAN 2.0 with Dashboards and MIS	<=270 days from the date of signing of the contract	>270 days	5.0
#	SLA Parameter	Target	Liquidated damages	
			SLA	Liquidated damages as % Total Cost (of development and warranty cost)

7	Availability of Audit Log solution Total Time shall be measured on 24*7 basis. Downtime shall be measured from the time the Audit Log becomes unavailable for the user to the time it becomes fully available. Any downtime for maintenance during the 24*7 timeframe shall be with prior written intimation to the Department	Minimum 96 % up time Monthly	>= 95.0% to <96.0% up time	0.05
			>= 94.0% to <95.0% up time	0.08
			>= 93.0% to <94.0% up time	0.10
8	Non availability of the portal and all functionalities during critical events		For each event	0.20
9	If duplicate payments are made to beneficiaries during any period			The revised clause shall be read as: A committee shall be constituted by the ministry to evaluate the duplicate payments made by the SI and the penalty to be levied if required.

Warranty				Liquidated damages as % Total Cost (Development and warranty cost)
10	Availability of the portal.	>=99.6%	<99.6% & >=99%	0.05
	Availability of all functionalities for at least 99.6% of time measured on quarterly basis for a 24x7.		<99% & >=98%	0.08
	For each additional drop of 1% in performance below 97%, 0.03% of Quarterly payment of Operations & Maintenance will be levied as additional liquidated damages.		<98% & >=97%	0.10

Warranty and Operations and Maintenance				Liquidated damages as % Total Cost (of Operations, maintenance, and support for new features)
11	Availability of the portal.	>=99.6%	<99.6% &>=99%	0.05
	Availability of all functionalities for at least 99.6% of time measured on quarterly basis for a 24x7.		<99% &>=98%	0.08
	For each additional drop of 1% in performance below 97%, 0.03% of Quarterly payment of Operations & Maintenance will be levied as additional liquidated damages.		<98% &>=97%	0.10

In case of any discrepancy or ambiguity in any clause/specification pertaining to the scope of the work area, the RFP released by the end customer organization RFP no. GEM/2024/B/5435729 dated 24.09.2024 shall supersede and will be considered sacrosanct. (All associated clarifications, responses to queries, revisions, addendum and corrigendum, associated prime service agreement (PSA)/MSA/SLA also included.)

Special Note: RailTel may retain some portion of the work mentioned by the end organization, where RailTel has competence.

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 and Bid Currency

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

RailTel may request for an extension of the period of validity of bids. The validity of the 'EMD', should also be suitably extended if called upon to do so by RailTel. The request and the responses thereto shall be made in writing through e-mail communication only. Further, whenever the bid validity extension is submitted by the interested partner, it should be ensured by interested partner that their PBG related to the empanelment should have minimum validity of 90 days from the last date of extended bid validity period.

4.5. Deleted

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 Token EMD. The selected bidder shall submit the remaining EOI EMD of Rs. 45 lakhs on or before the bid submission to end customer.
- 4.6.2.** Offers not accompanied with valid EOI Earnest Money Deposit shall be summarily rejected.
- 4.6.3.** Deleted.
- 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: Earnest Money Deposit (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 EMD and or Penal action as per EMD Declaration:
- 4.6.6.1. The 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 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.** In case RailTel submits BG to customer, successful bidder has to furnish security deposit in the form of Performance Bank guarantee @ 3 - 10% of issued PO/ LOA value with tax of valid for 3 months beyond the date of completion of all contractual obligations including warranty obligations. The same should be submitted within 30 days of issue of LOA/PO, failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of LOA/PO. This PBG should be from a Scheduled Bank and should cover warranty period plus three months for lodging the claim. The performance Bank Guarantee will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.
- 4.7.3.** The Performa for PBG is given in Form No. 1. If the delivery period gets extended, the PBG should also be extended appropriately. The security deposit/PBG shall be submitted to Corporate Office & will bear no interest.

- 4.7.4.** A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in interest of bidder to obtain RailTel's Bank IFSC code, its branch and address and advise these particulars to the BG Issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.
- 4.7.5.** The security deposit/Performance Bank Guarantee shall be released after successful completion of Contract, duly adjusting any dues recoverable from the successful tenderer. Security Deposit in the form of DD/Pay Order should be submitted in the favour of "RailTel Corporation of India Limited" payable at New Delhi Only.
- 4.7.6.** Any performance security up to a value of Rs. 5 Lakhs is to be submitted through DD/Pay order / online transfer only..

4.8. Last date & time for Submission of EOI response

EOI response must be submitted to RailTel on online portal as 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.

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 backout 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 offers of the bidders who qualify the PQ and TQ criteria shall enter into the next stage of financial bid opening.

Business Associate with the QCBS offer will be selected.

4.11. Clarification of EOI Response

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

4.12. Period of Association/Validity of Agreement

RailTel will enter into a consortium agreement with selected bidder with detailed Terms and conditions before the submission of bid to end customer. The terms and conditions of the agreement will be on back to back basis as per end customer requirement and work order placed on RailTel.

5. Eligibility Criteria for Bidding Business Partner

S. No.	Particulars	Criteria for Tender Package (Mandatory Compliance & Document Submission)
A)	Financial Conditions	
i)	Bidder should be empanelled partner of RailTel at the time of bid submission	<ol style="list-style-type: none"> 1. Certificate of Incorporation 2. GST Registration 3. PAN Card 4. Copy of ITR filed for last 3 financial year ending 31st March 2024.
ii)	Bidder should have cumulative turnover from operations of at least INR 75 Cr (exclusive of tax) for last three years (FY 21-22, 22-23, 23-24).	Balance Sheet and Turnover Certificate issued by the Chartered Accountant with UDIN no.
iii)	Bidder should also have a positive net worth and profitable in the last 3 financial years (FY 21-22, 22-23, 23-24)	Positive Net Worth Certificate issued by the CA for the last three financial years (FY 21-22, 22-23, 23-24) with UDIN no.
B)	Technical Conditions	
iv)	<p>The bidder should have experience in executing large Software Development Projects or integrated Platform development (without infrastructure, maintenance) in India in government sector during last 5 Financial years.</p> <ul style="list-style-type: none"> - Three similar# completed works costing not less than 10 Crores each (OR) - Two similar# completed works costing not less than 15 Crores each (OR) - One similar# completed work costing not less than 20 Crores 	<p>a) Copy of Purchase order/work order / copy of agreement / LOI along with LOA from the client clearly specifying the complete scope of work</p> <p>b) Completion Certificate from the client on successful implementation and operation of the project</p> <p>OR</p> <p>Self-Certificate of Completion (Certified by CS/independent auditor of the bidding entity);</p> <p>Bidders are informed that only Indian projects (Government (State/Central)/PSU/Banks) with Indian clients shall be considered.</p>
v)	The bidder must have at least One of the following certificates: CMMI Level 3 or CMMI Level 4 or CMMI Level 5 in Software Application Development.	Copy of any one valid Certificate received from CMMI Institute
vi)	"The Bidder must have a team of at least 50 employees on its rolls having experience in Design, Development and implementation of digital platforms, Software systems, Mobile applications, Dashboards, MIS, Archival of data etc."	Certificate from HR representative(s) on company letter head. Challan from ESIC/ePFO encompassing the last six months leading up to the issuance date of the EOI

S. No.	Particulars	Criteria for Tender Package (Mandatory Compliance & Document Submission)
C)	Annexures	
vii)	Annexure 1	Covering Letter: Self-certification duly signed by authorized signatory on company letter head.
viii)	Annexure 2	<p>The Bidder should agree to abide by all the technical, commercial & financial conditions of the end customer's requirement for which EOI is submitted.</p> <p>Self-certification duly signed by authorized signatory on company letter head.</p>
ix)	Annexure 3	<p>An undertaking signed by the Authorized Signatory of the company to be provided on letter head.</p> <p>The Bidder should not have been blacklisted/debarred by any Governmental/ Non-Governmental Organization in India as on bid submission date.</p>
x)	Annexure-4	Format for Affidavit to be uploaded by bidder with the tender documents.
xi)	Power of Attorney	Bidder need to provide Power of Attorney/ Board Resolution in favour of one of its employees specifically for this EOI who will sign the Bid Documents. PoA should be issued on non-judicial stamp per of Rs, 100 or more and should be duly notarized.
xii)	Annexure-5	EMD (as PBG) Format
xiii)	Annexure-6	<p>Non-Disclosure Undertaking & Integrity Pact A detailed Integrity Pact Program along with Independent External Monitors (IEM)s is available on the RailTel Website.</p> <p>https://www.railtel.in/tenders/integrity-pact.html</p>
xiv)	Annexure-9	Price Bid Format (BOQ) (Financial Bid) with password protected PDF.

The technical qualification parameters areas under:

Particular	Marks Allocation	Maximum Marks
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<p>1. Relevant Project experience: “Experience in Design, Development and implementation of digital platforms, Software systems, Mobile applications, Dashboards, MIS, Archival of data in Government/State/Banking /PSU. The project should be live/ongoing/completed during the last 5 years”</p>	<p>1 project : 30≤ to 50: 10 Marks 1 project : >50 ≤ to 100: 12 Marks 1 project : >100 ≤ to 150: 14Marks 1 project : >150 ≤ to 200: 16 Marks 1 project : >200 ≤ to 300: 20 Marks 1 project : >300 ≤ to 400: 24 Marks 1 project : >400: 28 Marks</p> <p>All project value in crore.</p> <p>Work Order + Completion Certificates from the client Or Work order + Self certificate of completion (Certified by authorized signatory) Or Work Order + Phase Completion Certificate from the client OR self-certified by authorized signatory</p> <p>NOTE: 1. Completion / Phase Completion Certificate / Work Order shall include the Scope of Work and value of work that has been executed. 2. Bidder shall highlight the same in their documentation submitted as part of the Bid. 3. Phase completion certificate to indicate at least 50% of completion of scope of work.</p>	<p>28</p>
<p>2. Experience in Design, Development and implementation of Content Management portal</p>	<p>The Bidder shall have specific experience of developing Content Management System with facilities to user to create, edit, publish, and manage Content.</p> <p>GIGW guideline = 2 Marks Multilingual support ➤ 2 language support: 1 mark ➤ >2 to ≤ 5 language support: 2 marks ➤ >5 language support: 4 marks</p> <p>Page reading support = 0.5 marks Accessibility options for disabled = 0.5 Marks</p> <p>Proofs to be Provided: Work Orders, Completion Certificates with the details of the above components mentioned from the Client and Live URL's</p>	<p>7</p>

3. Experience in handling large databases	<p>Bidder should have successfully completed projects involving Fund Management / Scheme Management with any of the Central/State/Banking/PSU involving large databases in the last 05 years.</p> <p>Number of database records: 1 to 3 Crores: 3 marks >3 crores to 5 Crores: 4 Marks > 5 Crores: 5 marks</p> <p>Proofs to be Provided: Work Order + Completion Certificates from the client OR Work order + Self certificate of completion (Certified by authorized signatory); OR Work Order + Phase Completion Certificate from the client OR self-certified by authorized signatory</p> <p>NOTE: 1. Completion / Phase Completion Certificate / Work Order shall include the Scope of Work and the number of Database records that has been executed. 2. Bidder shall highlight the same in their documentation submitted as part of the Bid. 3. Phase completion certificate to indicate at least 50% of completion of scope of work</p>	5
4.Average Annual Turnover for last 03 Financial Years	75 Crore: 03 Marks >75 Crore ≤100 Crore: 5 Marks >100 Crore: 10 Marks	10
5.People in organization related to software development. (Full time Employees– FTE in ICT projects)	>100 FTE = 3 Marks 50 FTE to ≤100 FTE = 1 Mark Proofs to be Provided: Submission of labour certificate/Supporting documents/returns filed to state/central department along with HR certificate & latest Professional Tax returns for the last 3 months	3
6.Certificate	CMMI Level-5 certification: 4 Marks CMMI level 4 Certification: 3 Marks CMMI Level-3 certification: 2 Marks	4
7.Certificate	<p>The Bidder should possess below certifications which are valid at the time of bidding:</p> <ul style="list-style-type: none"> • ISO 9001:2015 for Quality Management System in IT/ ICT/ Software Development 	3

	<p>Valid ISO 27001:2013 for Information Security Management in Open-Source Technologies</p> <ul style="list-style-type: none">• ISO 20000 for IT Service Management <p>One mark each for certificates. Copy of valid certificates to be submitted</p>																																			
8.People on Project	Each of the following profiles suggested by the bidder will be evaluated:	16																																		
	<table><tr><th>Resource for deployment</th><th>Marks allotted</th></tr><tr><td>Project Manager (On Site)</td><td>1</td></tr><tr><td>Project Lead</td><td>1</td></tr><tr><td>Solution Architect</td><td>1</td></tr><tr><td>Technology Lead</td><td>1</td></tr><tr><td>UI/UX/Visual designer</td><td>1</td></tr><tr><td>Full Stack Developer</td><td>1</td></tr><tr><td>Sr. Developers</td><td>1</td></tr><tr><td>Developers</td><td>1</td></tr><tr><td>Mobile developer</td><td>1</td></tr><tr><td>Database Expert</td><td>1</td></tr><tr><td>Database administrator (On site)</td><td>1</td></tr><tr><td>System administrator</td><td>1</td></tr><tr><td>Cyber Security Engineer</td><td>1</td></tr><tr><td>Tester</td><td>1</td></tr><tr><td>Business Analyst -2 (On site)</td><td>2</td></tr><tr><td>Total</td><td>16</td></tr></table>		Resource for deployment	Marks allotted	Project Manager (On Site)	1	Project Lead	1	Solution Architect	1	Technology Lead	1	UI/UX/Visual designer	1	Full Stack Developer	1	Sr. Developers	1	Developers	1	Mobile developer	1	Database Expert	1	Database administrator (On site)	1	System administrator	1	Cyber Security Engineer	1	Tester	1	Business Analyst -2 (On site)	2	Total	16
	Resource for deployment		Marks allotted																																	
	Project Manager (On Site)		1																																	
	Project Lead		1																																	
	Solution Architect		1																																	
	Technology Lead		1																																	
	UI/UX/Visual designer		1																																	
	Full Stack Developer		1																																	
	Sr. Developers		1																																	
	Developers		1																																	
	Mobile developer		1																																	
	Database Expert		1																																	
	Database administrator (On site)		1																																	
	System administrator		1																																	
	Cyber Security Engineer		1																																	
	Tester		1																																	
	Business Analyst -2 (On site)		2																																	
	Total		16																																	
	<p>All the resources mentioned above need to be deployed on site by the SI for a period of at least 4 months from the Project initiation to Go Live.</p> <p>Over and above the SI shall ensure the onsite availability of the above-mentioned resources as and when required by the end customer</p> <p>The criteria for evaluation will be as below</p> <ul style="list-style-type: none">• Educational capability•Number of years of experience•Number of similar projects delivered.• Certifications <p>Proof to be Submitted: Detailed CVs certified by HR</p>																																			

	The resources to be deployed on site during the development phase are Program Manager (1), Database administrator (1), Business Analyst (2).	
9. Presentation on approach and methodology	Detailed presentation by bidder	24 Marks
Total		100 Marks

- Bidders need to cover below details in their Technical presentation for evaluation purpose:
 - o Understanding of requirements
 - o Proposed solution
 - o Delivery approach and methodology
 - o Team structure
 - o Details of similar past experience
 - o Any other information which can value add
- Bidders are also requested to provide response against clarification/queries (if any) raised by the evaluation committee within stipulated time.
- Bidders scoring at least 70% marks from the Technical Evaluation criteria described below would be considered technically qualified

Financial Capability

- Financial Proposal of technically qualified bidders will only be opened and evaluated based on the following,
- Composite Technical Score (Ts) = (Technical Score / Total Marks) x 100
- Composite Financial Score (Fs) = (Lowest Commercial cost among agencies / Commercial cost quoted by agency) x 100
- Total Score = (0.7 x Ts) + (0.3 x Fs)
- Bidder with overall highest "Total Score" will be awarded with the work

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	
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7. Evaluation Criteria

7.1 The commercial scores will be calculated as $F_n = F_{min} / F_b * 100$; where, F_n = final financial score of the bidder under consideration, F_b = Financial bid by the Bidder under consideration F_{min} = Lowest Bid quoted by any bidder under consideration Final Evaluation

Evaluation of Bid :- Following completion of evaluation of Technical and Financial Proposals, final ranking of the Proposals will be determined on basis of Quality and Cost Based Selection (QCBS). 70% weightage shall be provided to Technical Score –17– (T_n) & 30% weightage shall be provided to Financial Score (F_n).

The overall score will be calculated as follows: - $B_n = 0.70 * T_n + 0.30 * F_n$ Where B_n = overall score of bidder under consideration T_n = Technical score for the bidder under consideration F_n = financial score of the bidder under consideration The bidder with highest score shall be awarded the work.

Bidder with the highest total score will be awarded the work

7.2 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 bidder as per RailTel policy for shortlisting partner against this EOI.

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

8. Payment terms

8.1 RailTel shall make payment to selected Business Associate(s)/OEM after receiving payment from Customer for the agreed scope of work. 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 and after submission of all documents as specified in end customer's enquiry.

8.2.1 Payment will be released after receiving the invoice for the work / services and after RailTel has received the payment from the Customer for the same work / services. Any deduction /Penalties levied by Customer on invoices of RailTel will be carried **back-to-back** and will be deducted from selected BA's invoices, subject to the cause to deduction / penalty is due to deviation in terms and conditions of service standards by the BA.

8.3 No advance payment will be given to selected BA if RailTel gets the same from end customer.

8.4 Selected bidder shall support RailTel to submit invoices to end customer on time by providing completion certificates for its scope of work.

8.5 Bidder/selected partner understands that if he so selected will be treated as Bidder and not vendor in any manner. It is categorically agreed without any doubt that provision related to MSME shall not be applicable to the selected partner and payment terms shall be governed in accordance with the definitive agreement entered into with bidder.

8.6 Railtel shall raise the invoices to end customer as per project milestones. Successful bidder has to ensure that project milestones are met so that invoicing can be done in time bound manner

9. SLA

The selected bidder will be required to adhere to the SLA matrix as defined in the end Customer organization tender for its 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.

10. Variation in Contract

+/- 50 % variation may be operated during the period of validity of agreement with the approval of competent authority with similar terms and procedure as specified in the agreement with customer or EOI.

11. Penalty

Any penalty or deduction (LD) from customer shall be passed on to selected bidder on proportionate basis.

12. Billing Authority

Bill passing authority is JGM/GB/CO and Bill payment authority is DGM/Finance /CO or GM/Finance/CO.

13. Limitation of Liability towards RailTel

The SELECTED BIDDER liability under the contract shall be determined as per the Law in force for the time being. The SELECTED BIDDER shall be liable to RailTel for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the SELECTED BIDDER and its employees (direct or indirect), including loss caused to RailTel on account of defect in goods or deficiency in services on the part of SELECTED BIDDER or his

agents or any person / persons claiming through under said SELECTED BIDDER, However, such liability of the SELECTED BIDDER shall not exceed the total value of the contract.

This limit shall not apply to damages for bodily injury (including death) and damage to real estate property and tangible personal property for which the SELECTED BIDDER is legally liable.

14. Insurance

The SELECTED BIDDER agrees to take insurances to cover all the elements of the project under this EOI including but not limited to Manpower, Hardware, Software.

15. Restrictions on 'Transfer of Agreement'

The SELECTED BIDDER 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.

16. Suspension, Revocation or Termination of Contract / Agreement

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

16.2. 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 SELECTED BIDDER, terminate/or suspend the contract / agreement under any of the following circumstances:

- a) The SELECTED BIDDER failing to perform any obligation(s) under the contract / agreement.
- b) The SELECTED BIDDER failing to rectify, within the time prescribed, any defect as may be pointed out by RailTel.
- c) Non adherence to Service Level Agreements (SLA) which RailTel has committed to RAILTEL CUSTOMER for the pertinent tender.
- d) The SELECTED BIDDER going into liquidation or ordered to be wound up by competent authority.
- e) If the SELECTED BIDDER is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to RailTel in writing. In that case, the written notice can be modified by RailTel as deemed fit under the circumstances. RailTel may either decide to issue a termination notice or to continue the agreement by suitable modifying the conditions, as it feels fit under the circumstances.

f) It shall be the responsibility of the SELECTED BIDDER 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 SELECTED BIDDER's PBG related to contract / agreement along with PBG related to the Empanelment Agreement with RailTel shall be forfeited, without any further notice.

g) Breach of non-fulfillment of contract / agreement conditions may come to the notice of RailTel through complaints or as a result of the regular monitoring. Wherever considered appropriate RailTel may conduct an inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the successful bidder or not.

The SELECTED BIDDER shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry. In case of default by the SELECTED BIDDER in successful implementation and thereafter maintenance of services / works as per the conditions mentioned in this EOI document, the PBG(s) of SELECTED BIDDER available with RailTel will be forfeited.

17. Dispute Settlement

17.1. In case of any dispute concerning the contract / agreement, both the SELECTED BIDDER 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.

17.2. 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.

17.3 All arbitration proceedings shall be conducted in English.

18. Governing Laws

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.

19. Statutory Compliance

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

19.2. 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 there from and/or related thereto.

20. Intellectual Property Rights

20.1. Each party i.e. RailTel and SELECTED BIDDER, 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.

20.2. 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.

21. Severability

In the event any provision of this EOI and subsequent contract with SELECTED BIDDER 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.

22. Force Majeure

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

22.2. In the event of a Force Majeure, the affected party will be excused from performance during the existence of the force Majeure. When a Force Majeure occurs, the affected party after notifying the other party will attempt to mitigate the effect of the Force Majeure as much as possible. If such delaying cause shall continue for more than sixty (60) days from the date of the notice stated above, the party injured by the inability of the other to perform shall have the right, upon written notice of thirty (30) days to the other party, to terminate this contract. Neither party shall be liable for any breach, claims, and damages against the other, in respect of non-performance or delay in performance as a result of Force Majeure leading to such termination.

23. Indemnity

23.1. The SELECTED BIDDER 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 SELECTED BIDDER; or

b) The failure by the SELECTED BIDDER 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 SELECTED BIDDER pursuant to this contract, or any equipment, software, information, methods of operation or other intellectual property created by SELECTED BIDDER 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 SELECTED BIDDER or

d) Claim filed by a workman or employee engaged by the SELECTED BIDDER 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.

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

24. Confidentiality cum Non-disclosure

24.1. 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.

2.2. 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.

24.3. 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.

24.4. 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.

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

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

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
Sincerely,
[BIDDER'S
NAME]

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 compliance

- 1) Having examined the Technical specifications mentioned in this EOI & end customer tender, we hereby confirm that we meet all specifications.
- 2) We agree to abide by all the technical, commercial & financial conditions of the end customer for which EOI is submitted (except pricing, termination & risk purchase rights of RailTel). We understand and agree that RailTel shall release the payment to the selected sole partner/lead partner in case of consortium after the receipt of the corresponding payment from the end customer by RailTel. Further, we understand that in case the selected sole partner/lead partner in case of consortium fails to execute an assigned portion of work, then the same shall be executed by RailTel through a third party or departmentally at the risk and cost of the selected sole partner/lead partner in case of consortium.
- 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 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 sole partner/ consortium 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 the scope of work where RailTel has competence.
- 8) We hereby agree to submit that in case of being selected by RailTel as the sole partner/ consortium for the proposed project (for which EOI is submitted), we will submit all the forms, appendix, relevant documents etc. to RailTel that are required and desired by end Customer well before the bid submission date and as and when required.
- 9) We hereby undertake to sign the Partnership Agreement and 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 solutions/association with any other organization once selected in this EOI for partnership arrangement (before and after submission of bid to end customer organization by RailTel)

Authorized Signatory Name & Designation

Annexure 3: Undertaking for not Being Blacklisted

<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 confirm that our Company << >> as on date of submission of the proposal for **EOI No.....** has not been blacklisted by the Central Government / any State Government / PSU entity in India for corrupt, fraudulent or any other unethical business practices.

Sincerely,

(Signature of the Authorized signatory of the Bidder)

Name:

Designation:

Seal:

Date:

Place:

Business Address:

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. 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

Place: Dated:

SEAL AND SIGNATURE
OF THE BA

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 _____, 2021 (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 unauthorized 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 _____

By _____

Name:

Name:

Title:

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, 6th 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: INTEGRITY PACT

RailTel Corporation of India Limited, hereinafter referred to as “The Principal”. And
....., hereinafter referred to as “The Bidder/ Contractor”

1. Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for

The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

2. Section 1- Commitments of the Principal

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

3. Section 2- Commitments of the Bidder(s) / Contractor(s)

- 1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation

in the tender process and during the contract execution.

- a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure A.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4. Section 3: Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process & exclude him from future business dealings as per the existing provisions of GFR,2017,PC ACT 1988) or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings" and any other Financial Rules/Guidelines applicable to the Principal. Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annexure "B".

5. Section 4: Compensation for Damages

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

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

6. Section 5: Previous Transgression

1.The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti- corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.

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

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

1.The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a signed commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

2.The Principal Contractor shall take the responsibility of the adoption of IP by the sub-contractors. It is to be ensured that all sub-contractors also sign the IP.

3.In case of a Joint Venture, all the partners of the Joint Venture should sign the Integrity pact.

4.The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions

8. Section 7: Criminal charges against violation by Bidder(s) / Contractor(s)

/ Sub contractor(s)

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

9. Section 8: Independent External Monitor / Monitors

1. The Principal appoints competent & credible Independent External Monitors for this pact as nominated by the Central Vigilance Commission (CVC) Government of India, from the panel of IEMs maintained by it. The task of the Monitors is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2.The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, RailTel.

3.The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor.

4.The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

5.The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

Note: However, the documents /records/information having National Security implications and those documents which have been classified as

Secret/Top Secret are not to be disclosed.

6.For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

The advice of the IEM panel is restricted to resolving issues raised by a bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders.

7.The panel of IEMs are expected to submit a joint written report to the CMD, RailTel within 30 days from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the RailTel Board.

9.The IEMs would examine all complaints received by them and give their recommendations/views to the CMD, RailTel at the earliest. They may also send their report directly to the CVO in case of suspicion of serious irregularities requiring legal/administrative action. Only in case of very serious issue having a specific, verifiable vigilance angle, the matter should be reported directly to the Chief Vigilance Commission.

10.The word 'Monitor' would include both singular and plural.

11.In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms & conditions of the contract. However, not more than five meetings shall be held

for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties.

10. Section 9: Pact Duration

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the completion of contract. After award of work, the IEMs shall look into any issue relating to execution of contract, if specifically raised before them. However, the IEMs may suggest systemic improvements to the management of the organization concerned, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.

In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the contract has been awarded.

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

11. Section 10: Other Provisions

1.This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.

2.Changes and supplements as well as termination notices need to be made in writing.

3.If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4.Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5.The parties signing the IP shall not approach the Courts while representing the matters to the IEMs and he/she will await the decision in the matter.

6.Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor

7.The Integrity pact shall be deemed to form a part of contract and parties shall be bound by its provision.

8.Issues like warranty/guarantee etc. should be outside the purview of IEMs. (For & on behalf of the Principal) (For & On behalf of

Bidder/Contractor)

(Office Seal)

(Office Seal)

Place:

Date:



Witness 1:

Address:

Witness 2:

Address:

Witness 1:

Address:

Witness 2:

Address

Annexure-8: Power of Attorney* Format

AUTHORIZATION

We, _____ ((CIN: _____), having its registered and Corporate Office at _____ India, do hereby constitute, appoint and authorize _____, who is presently employed with us and holding the position of _____ and whose signature is given below, as our Attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid in response to the EOI by RailTel Corporation of India for “their Customer Bid Number _____ and for RCIL EOI no. _____ including signing and submission of the bid and all documents specified in the bid, including, undertakings, letters, certificates, acceptances, clarifications, guarantees, etc., participating in the meetings, responding to the queries, submission of information or documents and generally to represent us in all the dealings with RailTel and Customer of RailTel, in all matters in connection with our bid response for the said Project.

Dated –

Place –

Name

Designation

For and on the behalf of

Accepted:

Signature of Attorney

Name:

Designation:

Company name:

***Note: Chain of attorney should be attached herewith.**

Annexure-9 Price Bid format

Table 1- Development and warranty

S. No	Item	Total Price (excluding taxes)	Taxes (wherever applicable)	Total cost (including taxes)
1	Development/Configuration/Workflow of the all modules, Go-live and warranty			
2	Training to stakeholders			
Total Cost				
Total cost in figures				

Table 2 – Operations, maintenance, and support for new features Cost(Resource cost on monthly basis) :

S. No	Role	Total Price (excluding taxes)	Taxes (wherever applicable)	Total cost (including taxes)
1				
2				
Total Cost				
Total cost in figures				

Table 3- Man-month Rate

#	Roles	Man Month Rate (INR)	Taxes	Man-month rate inclusive of Taxes (INR)
1	Program Manager			
2	Project Lead			
3	Solution Architect			
4	Technology lead			
5	UI/UX/Visual Designer			
6	Fullstack developer			
7	Sr. Developer			
8	Mobile Developer			
9	Database Expert			
10	Database Administrator			
11	System Administrator			
12	Cyber Security Engineer			
13	Tester			
14	Business Analyst			
15	Devops Engineer			

16	Developer			
17	Technical Support			

PRICE AND VALIDITY

- All the prices mentioned by us in this Financial Bid are in accordance with the terms as specified in the end customer RFP Document/RailTel EOI. All the prices and other terms and conditions of this RFP are valid for a period of 180 calendar days from the date of submission of the Bid.
- We hereby confirm that our prices include all taxes, charges, levies etc. to be payable to various govt./non-govt./local authorities.