

RailTel Corporation of India Ltd

(A Navratna CPSE under Ministry of Railways)



NOTICE INVITING EXPRESSION OF INTEREST (EOI)

EOI No. : RailTel/EoI/CO/BD/2025/01/UPCL-TPA-01

Dated 20th January 2025

Expression of Interest (EOI) for **Selection of Consortium Partner for Third Party Audit Services for ICT Infrastructure**

Issued by:

RailTel Corporation of India Ltd

(A Navratna PSU under Ministry of Railways)

Corporate Office,

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

East Kidwai Nagar, New Delhi - 110023,

Ph No. +91-011- 22900600

Fax No. +91-011-22900699

<https://www.railtelindia.com>

Disclaimer

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

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

SCHEDULE OF EVENTS

1	EOI Document Availability	EOI document can be downloaded from RailTel's website www.railtel.in and RailTel's eNivida Portal www.railtel.enivida.com from 20-Jan-2025 onwards till last date of submission of the EOI
2	Cost of the EOI Document	NIL
3	EOI Earnest Money Deposit (EOI-EMD) to be submitted along with EOI Response	EOI-EMD of Rs. 5,00,000 /- (Rs. Five Lakhs Only) is to be submitted along with EOI response by all interested bidders, and remaining EMD of Rs. 5,00,000/- (Rs. Five Lakhs Only) is to be submitted by selected partner before the last date of bid submission to End User Organization. Interested bidders, at their discretion, can also submit EOI-EMD of Rs 10,00,000/- (Rs. Ten Lakh Only) along with EOI. EOI EMD can be submitted via online bank transfer or in form of BG. In case of BG, original BG with SFMS report, should be submitted at RailTel office mentioned in this document, on or before the date of submission of EOI response. For the case of online bank transfer below are the details : RailTel Bank Details: Union Bank of India Account No.: 340601010050446 IFSC Code: UBIN0534064 RailTel PAN : AABCR7176C
4	Last date of submission of response to EOI Response	12:00 Hrs on 23-Jan-2025
5	Date & Time of Opening of EOI Response	12:30 Hrs on 23-Jan-2025
6	Mode of Submission of EOI Response	Through RailTel's eNivida Portal www.railtel.enivida.com All interested partners please note that this is a 'Single Packet Single Envelope Bid Submission'. EOI response submitted through any other mode will not be accepted.

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

Contact Details for this EOI:

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

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

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

Ph No. +91-011- 22900600

1. About RailTel

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

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

2. Background of EOI

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

In this regard, RailTel intends to participate in the RFP floated by U.P. Electronics Corporation Limited i.e., User Organization (**hereafter referred to as 'UON'**) and accordingly seeks to select a suitable consortium partner for pre-bid arrangement. The details of RFP floated by UON is as below:

Tender Title: RFP for Selection of Third-Party Audit (TPA) Agency for Last Mile Connectivity Project in the State of Uttar Pradesh

UON Tender No: Tender No. UPLC-TPA-USOF-SPECIAL_ ASSISTANCE-2024-25 dated 26-Dec-2024

UON Tender Document Availability (including corrigenda): <https://etender.up.nic.in>

Note: Interested partners are strongly advised to refer the pertinent tender documents, corrigenda or any other document published by UON in this regard at the link mentioned above or as mentioned by UON. Interested partners must search on their own, all the relevant information / documents published by UON on the e-tender portal mentioned above / UON's website, for the pertinent tender of UON.

3. Scope of Work & Partner Selection

3.1. Interested partners may refer to the UON's requirement as mentioned above and in the pertinent UON's RFP, to understand the overall Scope of Work.

3.2. Interested partners may note that this is a 'Single Packet Single Envelope' Bid.

3.3. Only those bids shall be opened, which have been submitted within the stipulated time as mentioned in this EOI document.

3.4. For the opened bid, the bidder will be selected on the lowest quote (L-1) basis for complete 'Scope of Work' as cited at the Clause 3.1. above, subject to the respective overall bid is complying to the requirements of this EOI. The so selected partner will be termed as 'Commercially Suitable Partner / Consortium Partner (hereafter referred to as 'CSP')'. It is re-mentioned, that the final selection of CSP will be on the L-1 basis only. Further, RailTel reserves the right to have negotiation with the CSP.

3.5 As of now, EoI response from interested partners is invited considering that the selected partner will be responsible for delivering of complete 'Scope of Work' as cited at Clause 3.1. above. However, RailTel at its discern, may take-up a certain portion / percentage of 'Scope of Work' by communicating to the CSP at any point of time during the engagement period. (*The day at which 'CSP' is declared, will mark the start of engagement period. The period will be valid till outcome of the UON's inquiry is announced. In case, RailTel comes out to be winner of the CBN's inquiry, then the engagement period will get auto-extended to the period RailTel serves UON for the case, unless terminated earlier by RailTel as per terms and conditions mentioned in this EoI document*). In this scenario, commercial engagement with the CSP will be for that portion / percentage only, which has not been taken by RailTel. Accordingly, resultant value of work will be derived based on negotiated (*in case*) commercial bid of the CSP.

3.6. RailTel based on inputs / factors available to it from various resources, past experiences of its ICT projects etc. and based on negotiated (*in case*) commercial bid of the CSP, will endeavour to place best techno-commercial bid in response to the pertinent UON's inquiry. Further relationship with CSP will be based on the outcome pertinent UON's inquiry.

3.7. Post selection of CSP, in case UON further issues Corrigendum / Clarification, RailTel shall continue to have engagement with CSP with mutual consent.

4. Compliance Requirements for Interested Bidder

4.1. The interested partner (also called as 'interested bidder') should be an Empanelled Partner with RailTel on the date of bid submission.

Copy of RailTel's Empanelment Letter may be submitted in this regard.

4.2. The interested partner should submit EOI-EMD through online transfer / BG, as per the details mentioned in this document.

Details of transaction i.e. UTR Number, Transaction Date and Amount should be submitted in the EoI response, in case of online transfer. EoI response without 'EOI-EMD' details is liable for rejection without assigning any further notice.

4.3. The interested bidder should comply to insertion of Rule 144(xi) in the GFR, 2017 vide office OM no. 6/18/2019-PPD dated 23-July-2020 issued by Ministry of Finance, Government of India, including revisions.

Self-Undertaking is to be submitted in this regard.

4.4. The interested bidder should not be backlisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body in India, on the last date of submission of EOI.

Self-Undertaking is to be submitted in this regard.

4.5. There should not be any ongoing or past, arbitration case(s) between 'RailTel' and 'Interested Bidder' on the last date of submission of EOI.

Self-Undertaking is to be submitted in this regard.

4.6. The interested partner should have a valid PAN & Goods and Service Tax Identification Number (GSTIN), as on the last date of submission of EOI.

Copy of PAN & GSTIN is to be submitted in this regard.

4.7. The bidder should have positive net worth as on 31-Mar-2024.

CA certificate bearing UDIN and copy of audited balance sheet with relevant extracts, is to be submitted in this regard.

4.8. The bidder should be registered under Companies Act, 1956 or as amended, have at least 3 Years of operations in India, as on bid submission date.

Copy of Certificate of Incorporation / Registration Certificate is to be submitted in this regard.

4.9. The interested bidder / any of the consortium member, should have minimum cumulative turnover from operation of Rs. 7.50 Crores in last three financial years and current financial year, as on last date of submission of this EoI.

CA certificate bearing UDIN and copy of audited balance sheet with relevant extracts, is to be submitted in this regard.

4.10. The bidder should have an experience of 04 or more projects of working as a Third-Party Audit / Inspection of ICT Infrastructure project with Central Government / State Government / PSUs / Private Enterprises in last 05 Years as on EoI submission date.

Completion certificate issued and signed by the competent authority of the client entity along with the supporting documents such as Work Order / Purchase Order OR Contract clearly highlighting the scope of work, bill of material and value of the contract / order, is to be submitted in this regard. Ongoing Phase completion certificate issued and signed by the competent authority is accepted. The phase completion here means the project must be completed minimum one (01) year of duration.

4.11. The bidder should have experience of working as a Third-Party Audit / Inspection in Bharatnet Last Mile Connectivity Project, with Central Government / State Governments / PSUs in last 05 Years as on bid submission date.

Completion certificate issued and signed by the competent authority of the client entity along with the supporting documents such as Work Order / Purchase Order OR Contract clearly highlighting the scope of work, is to be submitted in this regard.

5. Initial EOI-EMD

5.1. The EOI-EMD amount of non-successful bidder will be returned and EOI-EMD of CSP will be retained.

5.2. The EOI-EMD will be returned to CSP :

- (i) In case, RailTel is not the successful bidder for UON's inquiry, OR
- (ii) PBG is submitted by CSP, as mentioned at clause No. 14 of this EOI document.

5.3. In case of part EOI-EMD of ₹ 5,00,000/- is submitted by CSP, then CSP needs to ensure for submission of remaining EOI-EMD of ₹ 5,00,000/- before last date of UON's bid submission date. In case of failure, part EOI-EMD will be forfeited and CSP will be delisted from empanelled partners' list.

6. Proposal Preparation and Submission Cost

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

7. Amendment to EOI Document

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

8. Bid Validity Period

8.1. Bid of Interested partners shall remain valid for the period of 180 days from the date of submission of EOI, as mentioned in this EOI document. Further, bid should be made valid for 180 days from the date of issuance of work order / purchase order by UON in favour of RailTel, in case RailTel emerges as successful bidder in pertinent UON's inquiry.

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

9. Right to Terminate the Process

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

10. Language of Bid

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

11. Submission of Bid

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

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

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

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

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

13. Payment Terms

13.1. Payment will be on 'back-to-back' basis and as per the payment terms mentioned in the pertinent UON's inquiry mentioned in this EOI document.

13.2. Payment will be released after receiving the invoice for the work / services and after RailTel has received the payment from UON for the same work / services. Any deduction / penalties levied by UON on invoices of RailTel will be carried back-to-back and will be deducted from CSP's invoices.

13.3. Bill passing authority is Addl.GM/EB/CO and Bill paying authority is GM/Fin/CO, or as decided by RailTel from time to time.

14. Performance Bank Guarantee (PBG)

14.1. In case of successful participation by RailTel in the pertinent UON's inquiry and subsequent engagements with CSP, the CSP shall at its own expense, deposit with RailTel, within seven (07) days, Performance Bank Guarantee of an amount 3% of total order value in the form of unconditional irrevocable Bank Guarantee which shall remain valid for a period of sixty days beyond the validity of work order. Claim period of PBG should be till 01 Year after PBG Validity. An unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled Commercial Bank as per the format enclosed in this EOI is to be submitted, payable on demand, for the due performance and fulfilment of the contract by the CSP. All charges whatsoever such as premium, commission, etc. with respect to the PBG shall be borne by the CSP. Further,

if the total BG amount comes upto ₹ 05 Lakhs, then same needs to be deposited through DD/RTGS/NEFT in favour of RailTel.

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

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

14.4. If the service period gets extended by virtue of extension of same by UON, PBG should also be extended accordingly.

14.5. During the contract period, RailTel may issue Purchase Order for the additional services ordered by UON (*in case*) to RailTel. In such scenario(s) also, Clause No. 14.1. to Clause No. 14.4. are to be followed by the CSP.

15. Details of Commercial Bid / Financial Bid

15.1. Interested partner should submit commercial bid strictly as per the format mentioned in this EOI document / eNvida portal, or subsequent corrigendum (if any).

15.2. The rates mentioned in the commercial bid of the CSP will form basis of commercial transaction between RailTel and bidder.

15.3. The quantity of 'Line Items' may vary at the time of placing of Purchase Order or during the Contract Period, as communicated by UON (*in case*) to RailTel. In such scenarios, the 'Per Unit' cost (*in case*) will be considered to arrive on contractual amount between RailTel and CSP.

15.4. It is also possible that UON may surrender some or all of the quantities of service items ordered to RailTel during the contract period and accordingly the contractual amount between RailTel and CSP shall be considered.

15.6. In addition to the Payment Terms, all other Contractual Terms will also be on '**back-to-back**' basis between RailTel and CSP.

16. Duration of the Contract Period

16.1. The contract duration shall be same as of UON's contract duration with RailTel until otherwise terminated earlier, subject to successful participation of RailTel in the pertinent UON's inquiry. The contract duration can be renewed / extended by RailTel at its discern, in case UON extends / renews services with RailTel by virtue of extending / renewing / new issuance of one or more Purchase Order(s) placed by UON to RailTel.

17. Restrictions on 'Transfer of Agreement'

17.1. The CSP 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.

18. Suspension, Revocation or Termination of Contract / Agreement

18.1. 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 CSP shall be payable by RailTel.

18.2. 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 CSP, terminate/or suspend the contract / agreement under any of the following circumstances:

- a) The CSP failing to perform any obligation(s) under the contract / agreement.
- b) The CSP 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 UON for the pertinent tender.
- d) The CSP going into liquidation or ordered to be wound up by competent authority.
- e) If the CSP 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 CSP 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 CSP's PBG related to contract / agreement along with PBG related to the Empanelment Agreement (if any) 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 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 CSP or not. The CSP shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry. In case of default by the CSP, in successful implementation and thereafter maintenance of services / works as per the conditions mentioned in this EOI document, the PBG(s) of CSP available with RailTel will be forfeited.

19. Dispute Settlement

19.1. In case of any dispute concerning the contract / agreement, both the CSP 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.

19.2. 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.

19.3. All arbitration proceedings shall be conducted in English.

20. Governing Laws

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

21. Statutory Compliance

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

21.2. The Bidder shall comply and ensure strict compliance by his/her employees and agents of all applicable Central, State, Municipal and Local laws and Regulations and undertake to indemnify RailTel, from

and against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule, including but not limited to the claims against RailTel or its Customer under Employees Compensation Act, 1923, The Employees Provident Fund and Miscellaneous Provisions Act, 1952, The Contract Labour (Abolition and Regulation) Act 1970, Factories Act, 1948, Minimum Wages Act and Regulations, Shop and Establishment Act and Labour Laws which would be amended/modified or any new act if it comes in force whatsoever, and all actions claim and demand arising therefrom and/or related thereto.

22. Intellectual Property Rights

22.1. Each party i.e. RailTel and CSP, 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.

22.2. 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.

23. Severability

23.1. In the event any provision of this EOI and subsequent contract with CSP 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.

24. Force Majeure

24.1. 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.

24.2. 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.

25. Indemnity

25.1. The CSP 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 CSP or
- b) The failure by the CSP 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 CSP pursuant to this contract, or any equipment, software, information, methods of operation or other intellectual property created by CSP 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 UON or any third party against RailTel arising out of any act, deed or omission by the CSP or
- d) Claim filed by a workman or employee engaged by the CSP 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.

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

26. Confidentiality cum non-disclosure

26.1. 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.

26.2. 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.

26.3. 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.

26.4. 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.

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

27. Exit Management

27.1. Exit Management Purpose

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

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

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

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

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

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

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

28. Changes in Contract Agreement

28.1. No modification of the terms and conditions of the Contract Agreement shall be made except by written amendments signed by both CSP and RailTel.

Annexure - 01**EOI COVER LETTER**
(On Organization Letter Head)

Bid Ref No.:

Date:

To,

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

Ref: EOI No. RailTel/EoI/CO/BD/2025/01/UPCL-TPA-01

Dear Sir,

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

Signature of Authorised Signatory

Name

Designation

Annexure – 02**Compliance to Rule 144 (xi) of GFR, 2017 including amendments till date**
(On Organization Letter Head)

Bid Ref No.:

Date:

To,

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

Ref: EOI No. RailTel/EoI/CO/BD/2025/01/UPCL-TPA-01

Dear Sir,

I, the undersigned, on behalf of M/s , have read the clause/para regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

- (a) I certify that M/s is not from such a country and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I also certify that M/s will not offer any products / services of entity from such countries unless such entity is registered with the Competent Authority.

OR (Strikeout either (a) or (b), whichever is not applicable)

- (b) I certify that M/s is from such a country and has been registered with the Competent Authority. I also certify that M/s has product/services of entity from such countries and these entity / entities are also registered with the Competent Authority.

(Where applicable, evidence of valid registration by the Competent Authority is to be attached with the bid.)

I hereby certify that M/s fulfills all requirements in this regard and is eligible to be considered.

Signature of Authorised Signatory

Name

Designation

Annexure – 03

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

Bid Ref No.:

Date:

To,

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

Ref: EOI No. RailTel/EoI/CO/BD/2025/01/UPCL-TPA-01

Dear Sir,

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

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

Signature of Authorised Signatory

Name

Designation

Annexure – 04**CHECKLIST OF DOCUMENTS FOR TECHNICAL BID**

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

Note:

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

Annexure – 05**Proforma for EMD in form of Bank Guarantee**

To,

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

1. WHEREAS the RailTel Corporation of India Limited (CIN: L64202DL2000GOI107905), having its registered office at Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 (Herein after referred to as "RailTel" which expression shall unless repugnant to the context includes their legal representatives, successors and assigns), has issued the EOI No dt for, including corrigenda ("EOI Document").
2. AND WHEREAS M/s ----- [*insert name of the organization with registered office address*] [herein after referred to as "Bidder" which expression shall unless repugnant to the context includes their legal representative, successors and assigns) has decided to submit response for the said EOI as per the terms and conditions of the EOI document.
3. AND WHEREAS one of the conditions of the said EOI document is that Bidder's EOI response shall be accompanied by a Bank Gurarantee towards Earnest Money of Rs [*insert value*] from a schedules commercial bank of India.
4. We [*insert the name and address and other particulars of the Bank (hereinafter referred to as "the Bank")*] at the request of [*insert name of the Bidder*] do hereby undertake to pay RailTel an amount not exceeding Rs (Rs Only) against any loss or damage caused to or suffered or would be caused to or sufferd by the RailTel by reason of any breach by the said bidder of any terms or conditions contained in the said EOI.
5. We, the Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage by the said Bidder of any of terms or conditions contained in the said Agreement by reason of any breach by the said Bidder of any of the terms or conditions contained in the said tender. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs (Rs..... Only).
6. We, the Bank undertake to pay the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.
7. We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect during the validity period till RailTel certifies that the terms and conditions of the said tender have been fully and properly carried out by the said Bidder and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before, We shall be discharged from all liability under this Guarantee thereafter.
8. We, the Bank further agree with the RailTel that the RailTel shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of

the terms and conditions of the tender or to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said tender and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Bidder.

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

Dated the day of 2025

for
(indicate the name of the Bank)

Witness

- a. Signature
Name
- b. Signature
Name

Encl : SFMS Report

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

BG advising message – IFN 760COV/ IFN 767COV via SFMS
To mandatorily send the Cover message at the time of BG issuance.
IFSC Code of ICICI Bank to be used **(ICIC00000007)**.
Mention the unique reference **(RAILTEL6103)** in field 7037

Annexure – 06**Proforma for Performance Bank Guarantee**

To,

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

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

and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s) / Tenderer(s).

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

Dated the day of 2025

for
(indicate the name of the Bank)

Witness

- a. Signature
Name
- b. Signature
Name

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

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

Annexure 07**Commercial Bid Format****Ref: EOI No. RailTel/EoI/CO/BD/2025/01/UPCL-TPA-01**

S.No	Item Description	No of GPs to be Covered	Unit Rate to be entered by the Bidder per GP (INR)
1	Total Cost of Third-Party Audit Work as per the Scope of Work Mentioned in the UON Document	8,000	
	Total Cost (INR) in Figures		
	Total Cost (INR) in Words		

Notes for Commercial Bid :

1. The Bidder has to fill per GP rate in the specified cell in the above format.
2. The above rates shall be exclusive of taxes.
3. The commercial bid should be neatly typed and there should not be any cutting / overwriting, as illegible commercial bid may lead to rejection of the EOI response.
4. Commercial bid should be duly signed and stamped by authorised signatory of interested bidder.
5. Bidder quoting lowest 'Total Cost INR' will be considered as L-1 / CSP, subject to the overall response is in compliance with requirements, mentioned in this EOI document.
6. In case of any calculation error, the unit rates mentioned, will be considered to derive 'Total Cost'.
7. Applicable Taxes are understood to be GST @18% for all line items. However, if bidder has otherwise observation, same may be mentioned in the EOI response.
8. RailTel may ask for bifurcation / components of line items and their respective cost.