

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

**Expression of Interest for Selection of Partner  
from Empaneled Business Associate for EXCLUSIVE PRE-BID TEAMING  
ARRANGEMENT**

**For**

**“Framework for Creating Disaster Database”**

**EOI No: RailTel/EOI/DMA-Infra/2024-25    Dated 5<sup>th</sup> Feb 2025**

## EOI NOTICE

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

**EOI No: RailTel/EOI/DMA-Infra/2024-25**

**Dated 5<sup>th</sup> Feb 2025**

RailTel Corporation of India Ltd., (hereafter referred to as “RailTel”) invites EOI from RailTel’s Empaneled Partners for the selection of suitable partners as an Exclusive pre-bid teaming arrangement for “**Framework for Creating Disaster Database**”.

The details are as under:

1	Last date for submission of Technical Packet against EOIs by bidders	8 <sup>th</sup> Feb 2025 at 14:00 Hours
2	Opening of Technical Bid of EOIs	8 <sup>th</sup> Feb 2025 at 14:15 Hours
3	Number of copies to be submitted for scope of work	One
4	EOI fees inclusive tax (Non-refundable)	Rs. 5,000/- (Five Thousand only)
5	EMD (To be submitted along with EOI)	<p>Rs. 5,00,000/- (Five Lakh Only) to be submitted along with EOI</p> <p><b>(To be submitted via online bank transfer only).</b></p> <p>RailTel Bank Details: Union Bank of India, Account No. 340601010050446, IFSC Code - UBIN0534064.</p> <p>Partner needs to share the online payment transfer details like UTR No. date and Bank along with the proposal.</p> <p><b>EMD is submitted through Online Transfer, the same may be transferred in the following Bank Account.</b></p> <p>RailTel Bank Details: Union Bank of India, Account No. 340601010050446, IFSC Code - UBIN0534064.</p> <p>Partner needs to share the online payment transfer details like UTR No. date and Bank along with the proposal.</p>

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

Contact: sh. Shashidhar Uppal  
Designation: GM/EB  
Email: [shashi\\_uppal@railtelindia.com](mailto:shashi_uppal@railtelindia.com)

Contact: Rahul Agarwal  
Designation: GM/Finance  
Email: [carahul@railtelindia.com](mailto:carahul@railtelindia.com)

Contact: Shri Chandra  
Designation: GM/CNOC  
Email: [shrichandra@railtelindia.com](mailto:shrichandra@railtelindia.com)

Note:

1. Empaneled partners are required to submit a soft copy of the technical packet through an e-mail at [eoiebc@railtelindia.com](mailto: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**.
3. All the documents must be submitted with **proper indexing** and **page no**.
4. This is an **exclusive pre-bid partnership arrangement with an empaneled business associate of RailTel for participating in the end customer EOI/RFP**. The selected partner's authorized signatory has to give an undertaking they will not submit directly or indirectly their bids and techno-commercial solution/association with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to the end customer organization by RailTel). This undertaking has to be given with this EOI Response.
5. **Transfer and Sub-letting**. The Business Associate/Consortium 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. Introduction about RailTel

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

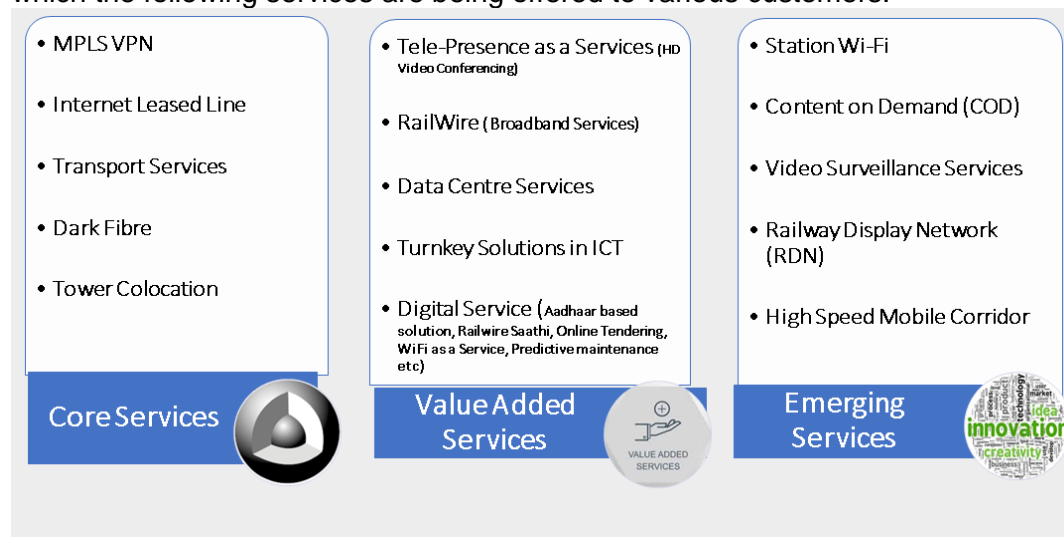
RailTel has approximately 61000 kms of OFC along the protected Railway tracks. The transport network is built on high-capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon 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 Kolkata, New Jalpaiguri, Guwahati, Patna, Bhubaneswar & Ranchi in East, Chandigarh, Jaipur, Lucknow, Prayagraj, Delhi, Delhi(NCR) in North, Chennai, Ernakulam, Bangalore, Vijayawada & Secunderabad in South, Nagpur, Mumbai, Bhopal & 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 granularity 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 granularity from E1, DS-3, STM-1 & above
- MPLS VPN: Layer-2 & Layer-3 VPN available for granularity from 2 Mbps & above
- Dedicated Internet Bandwidth: Experience the "Always ON" internet connectivity at your fingertips in granularity 2 Mbps to several Gbps

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

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

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

**e) Retail Services – RailWire**

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

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

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

RailTel intends to participate in EOI floated by end Customer organization for **“Framework for Creating Disaster Database” with end customer EOI ref. no. 28/01/2025/DB/CIT, dated 23.01.2025.**

RailTel invites EOIs from RailTel's Empaneled Partners/Business Associates for the selection of suitable partner for participating in below mentioned work for the agreed scope work. The empaneled partner is expected to have excellent execution capability and good understanding customer local environment.

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

RailTel intends to participate in **EOI floated** by end Customer organization for **“Framework for Creating Disaster Database”**.

The disaster database will play a significant role in supporting the AI-driven systems for disaster mitigation, response, and recovery. It will serve as the foundation for collecting, organizing, storing, and analyzing critical data needed for various aspects of disaster management. The database is expected to help with the processes as under:

The brief scope of work is provided below for reference: -

- I. Data Aggregation and Integration
- II. Real-time data processing and analysis.
- III. Predictive impact modeling and refined early warning.
- IV. Damage Assessment and Recovery.
- V. Community & Infrastructure Vulnerability Analysis.
- VI. Post Disaster Recovery & Long-term Mitigation.
- VII. Insights on Policy Development.
- VIII. Collaboration & Data Sharing.
- IX. Public Awareness.

The Detailed specification is mentioned in **Appendix A.**

The above scope of work is indicative, and the detailed scope of work is given in the end customer EOI document.

In case of any discrepancy or ambiguity in any clause / specification pertaining to scope of work

area, the EOI released by end customer organization shall supersede and will be considered sacrosanct. (All associated clarifications, response to queries, revisions, addendum and corrigendum, associated prime service agreement (PSA)/MSA/SLA also included.).

Business associate can participate as a sole bidder or as a consortium (maximum three members are allowed in the consortium). In case of consortium, lead bidder of the consortium must be RailTel's empaneled partner.

#### **4. Response to EOI guidelines**

##### **4.1 Language 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 before 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**

Bids shall remain valid for 180 days from the last date of submission of bids to the end Customer organization.

##### **4.5 Bidding Process**

The bidding process as defined in para 4.10 & 8.

##### **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 favor of "RailTel Corporation of India Limited" along with the offer.

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

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

**4.6.4 Return of EMD for successful Business Associate:** Earnest Money Deposit if applicable of the successful bidder will be discharged/returned as promptly as possible after the receipt of RailTel's EMD 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.

**4.6.5 Forfeiture of EMD and or Penal action as per EMD Declaration:**

**4.6.5.1** 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 the validity period.

**4.6.5.2** In case of non-submission of SD/PBG (as per clause no. 4.7) leads to forfeiture of EMD,

#### **4.7 Security Deposit / Performance Bank Guarantee (PBG)**

**4.7.1** In case the bid is successful, the EMD/PBG of the requisite amount proportionate to the agreed scope of the work will have to be submitted to RailTel by the bidder.

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

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

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

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

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

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

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

#### **4.10 Details of Financial bid & Partner Selection for further process**

The bidder (Sole partner/ consortium) meeting eligibility criteria will be selected for Technical Evaluation and financial bid will be opened as described in Para-8 of this EOI.

***Business Associates will be selected for an exclusive pre-bid arrangement (as per the evaluation criteria mentioned in Para-8 of this EOI) to optimize technical and commercial solutions so that the most winnable solution is submitted to the end customer against the***



**customer requirement, i.e., the present EOI and/or all subsequent selection processes against the subject requirement.**

The final bid against the proposed opportunity against the Customer's present EOI and further selection process like RFP/Limited tender for the customer, will be prepared jointly with the selected Business Associate/Consortium so that the optimal bid can be put with a good chance of winning the Tender.

#### 4.11 Clarification of EOI Response

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

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

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

### 5. Eligibility Criteria for Bidding Business Partner of RailTel

S No.	Particulars	Criteria for Tender Package
		(Mandatory Compliance & Document Submission)
<b>A)</b>	<b>Financial Conditions</b>	
i)	Sole Partner/all consortium members should be registered under the Companies Act, 1956 or Companies Act 2013 or LLP Act 2008 as amended and should have at least 5 years of operations in India as on the bid submission date.	<ol style="list-style-type: none"> <li>1. Certificate of Incorporation</li> <li>2. GST Registration</li> <li>3. PAN Card</li> </ol>
ii)	Bidder (Sole Partner/ Consortium) should have a cumulative annual turnover of at least INR 600 Cr for the last seven years (FY 17-18, 18-19, 19-20, 20-21, 21-22, 22-23, 23-24).	Turnover Certificate issued by the Chartered Accountant. The certificate should contain UDIN no. issued by ICAI.
iii)	Bidder (Sole partner/Lead Bidder in case of consortium) should have a positive net worth in the last 3 financial years (21-22, 22-23, 23-24).	<b>Positive Net Worth Certificate</b> issued by the CA for the last three financial years (21-22, 22-23, 23-24). Certificate should contain UDIN no. issued by ICAI.
<b>B)</b>	<b>Technical Conditions</b>	
iv)	<p>Bidder/ consortium should have experience of successful implementation of large-scale IT infrastructure or O&amp;M support during last 7 years in India as:</p> <p>One project of value of Rs. 115 Cr.</p> <p>Or</p>	Documentary evidence such as: Certificate from Customer/ or CA Certificate for services/supply/ Payments received against the project along with Customer's purchase orders/ work orders etc. for ongoing/ completed project.

<b>S No.</b>	<b>Particulars</b>	<b>Criteria for Tender Package</b>
		(Mandatory Compliance & Document Submission)
	Two projects of cumulative value of Rs 132 Cr.  Or  Three projects of cumulative value of Rs. 150 Cr.	
v)	Bidder/Consortium shall have at least 200 technical personnel having new-age technology competencies like AI/Cloud Computing/Data Management on its payroll.	Undertaking from authorized signatory or HR Head of the Company on its letterhead.
vi)	Bidder/Consortium should have the following certificates: - 1. ISO-9001 Certificate 2. ISO 20000 Certificate 3. ISO 27001 Certificate 4. CMMI ML3 or above Certificate	Copy of valid Certificates.
vii)	Technical Proposal and Proposed Solution	Technical Solution consist of a capability presentation along with a Quasi Project Plan Report (PPR) which will provide a clearer picture of partner's execution preparedness and commitment, as per the Scope of the Work as mentioned in Appendix-A.
<b>C)</b>	<b>Annexures</b>	
viii)	<b>Annexure 1</b>	<b>Covering Letter:</b> Self-certification duly signed by authorized signatory on company letter head.
ix)	<b>Annexure 2</b>	The Bidder should agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted.  Self-certification duly signed by authorized signatory on company letter head.
x)	<b>Annexure 3</b>	An undertaking signed by the Authorized Signatory of the company to be provided on letter head. The Bidder/Consortium should not have been blacklisted/debarred by any Governmental/ Non-Governmental Organization in India as on bid submission date.
xi)	<b>Annexure-4</b>	Format for Affidavit to be uploaded by sole partner/ all consortium partners with the tender documents.

xii)	<b>Annexure-5</b>	Non-disclosure agreement with RailTel.
xiii)	Power of Attorney	<p>In case of Sole Partner: Power of Attorney and Board Resolution in favor of one of its employees who will sign the Bid Documents.</p> <p>In case of consortium:</p> <p>1) Board resolution of each consortium members authorizing and appointing the authorized signatory for signing the EOI documents.</p> <p>2) Power of Attorney by all the members of consortium in favor of the lead member</p> <p>The Consortium Agreement duly signed by all authorized members of consortium.</p>
xiv)	Additional Documents to be Submitted	Technical Proposal with overview of the project with strength of the Partner.
xv)	Presentation	RailTel may seek a detailed presentation from the Partner during the technical evaluation of the EOI. The date & Time may be shared with the bidder after EOI opening separately.
xvi)	<b>Annexure-6</b>	<p>Integrity Pact</p> <p>A detailed Integrity Pact Program along with Independent External Monitors (IEM)s is available on the RailTel Website.</p> <p><a href="https://www.railtel.in/tenders/integrity-pact.html">https://www.railtel.in/tenders/integrity-pact.html</a></p>
xvii)	<b>Annexure-7</b>	<b>Price Bid Format (Estimated Cost breakdown up to Level 2 &amp; Tentative Budget estimation) with password-protected PDF.</b>

## 6. Bidder's Profile

The bidder shall provide the information in the below table:

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

## 7. Technical Evaluation Criteria:

Sr No.	Particulars	Documentary Evidence	Parameters	Marks	Maximum Marks
1	Cumulative turnover of Sole Bidder/Lead Bidder of the consortium in the last seven Financial years (FY 17-18, 18-19, 19-20, 20-21, 21-22, 22-23, 23-24).	Turnover Certificate issued by the Chartered Accountant. The certificate should contain UDIN no. issued by ICAI.	600 Cr to upto 700 Cr	15	25
			<700 Cr to upto 800 Cr	20	
			>800 Cr	25	
2	Technically qualified Professionals (IT/ICT) Manpower	Undertaking from authorized signatory or HR Head of the Company on its letterhead.	200 to upto 300	5	15
			<300 to upto 400	10	
			401 and above	15	
3	Number of Years of existence	Certificate of Incorporation/PAN	5 to upto 7	5	10
			<7 to upto 10	7	
			more than 10 Years	10	
4	Technical Presentation as per the Scope Document: Technical Solution consists of a capability	Technical Presentation	Understanding of the Project & Capabilities	10	50
			Scope Definition	10	

Sr No.	Particulars	Documentary Evidence	Parameters	Marks	Maximum Marks
	presentation along with a Quasi Project Plan Report (PPR) which will provide a clearer picture of the partner's execution preparedness and commitment, as per the Scope of the Work as mentioned in Appendix A.		Technology Stack recommendation	15	
			Use Cases Framework	15	
	<b>Total Maximum Marks</b>				<b>100</b>

## 8. Evaluation Criteria:

- 8.1 The Business Associates are first evaluated on the basis of the Eligibility Criteria as per para 5 above.
- 8.2 The Business Associate will be further evaluated on the basis of Technical Evaluation Criteria as per para 7 of this EOI. The Business Associate with the highest technical score will be selected for an exclusive pre-bid arrangement for optimizing technical and commercial solutions so that the most winnable solution is submitted to the end customer.
- 8.3 In case of Two or more Business Associates scoring equal highest technical scores, then the Partner will be selected on the basis of the lowest estimated commercial.
- 8.4 RailTel reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants. The RailTel evaluation committee will determine whether the proposal/ information is complete in all respects and the evaluation committee's decision shall be final. RailTel may at its discretion assign a lead factor to the Business associate as per RailTel policy for shortlisting partners against this EOI.
- 8.5 All General requirements mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable.

## 9. Payment terms

- 9.1 RailTel shall make payment to the selected Business Associate after receiving payment from the Customer for the agreed scope of work. In case of any penalty or deduction made by the customer for the portion of work to be done by BA, the same shall be passed on to Business Associate.
- 9.2 All payments by RailTel to the Partner will be made after the receipt of payment by RailTel from the end Customer organization.

## 10. SLA

- 10.1 The selected bidder will be required to adhere to the SLA matrix if and as defined in the end Customer organization tender/EOI for his scope of work and the SLA breach penalty will be applicable proportionately on the selected bidder, as specified in the end Customer organization

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

**Note: Depending on RailTel's business strategy RailTel may choose to work with Partner who is most likely to support in submitting a winning bid.**

**Annexure 1: Format for COVERING LETTER (to be submitted by sole partner/Each of consortium partner)**

COVERING LETTER (To be on company letterhead)

To,

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

Dear Sir,

SUB: Participation in the Eol process

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

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

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

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

Authorized Signatory  
Name  
Designation

**Annexure 2: Format for Self-Certificate & Undertaking (to be submitted by sole partner/Each of consortium partner)**

Self-Certificate (To be on company letter head)

Eol 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 RFP for which EOI is submitted (except pricing, termination & risk purchase rights of the RailTel). We understand and agree that RailTel shall release the payment to selected partner after the receipt of corresponding payment from end customer by RailTel. Further we understand that in case selected partner fails to execute assigned portion of work, then the same shall be executed by RailTel through third party or departmentally at the risk and cost of selected partner. 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.
- 3) 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.
- 4) We hereby undertake to work with RailTel as per end customer's EOI terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Criteria as required in the end customer's EOI terms and conditions like technical certificates, OEM compliance documents.
- 5) We understand and agree that RailTel is intending to select partner who is willing to accept all terms & conditions of end customer organization's EOI for the agreed scope of work. RailTel will strategies to retain scope of work where RailTel has competence



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

Authorized Signatory

Name & Designation

**Annexure 3: Undertaking for not Being Blacklisted/Debarred (to be submitted by sole partner/each of the consortium partners)**

<On Company Letter Head>

To,

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

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

We, Company Name, having its registered office at Address

hereby declares that that the Company has not been blacklisted/debarred by any

Governmental/ Non-Governmental organization in India for past 3 Years as on bid submission date.

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Bidder's Company Seal:

**Annexure 4: Format of Affidavit (to be submitted by sole partner/each of the consortium partners)**

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

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

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

DEPONENT  
SEAL AND SIGNATURE  
OF THE BA

#### VERIFICATION

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

DEPONENT  
SEAL AND SIGNATURE  
OF THE BA

Place:

Dated:

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

**Annexure-5: Non-Disclosure Agreement (NDA) Format (to be submitted by sole partner/each of the consortium partners)**

**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 unauthorised disclosure, but in no event shall a less than reasonable degree of care be exercised by either party.

## **2. Designation.**

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

- (i) written or other tangible form, such Information is clearly marked as proprietary or confidential when disclosed to Receiving Party; or
- (ii) oral or other intangible form, such Information is identified as confidential or proprietary at the time of disclosure.

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

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

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

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

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

- (i) termination of this Agreement;

- (ii) expiration of this Agreement; or
- (iii) Receiving Party's determination that it no longer has a need for such Information.

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

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

## 8. **Notice.**

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

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

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

### **RailTel Corporation of India limited:**

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

\_\_\_\_\_:

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

## 9. **Term, Termination and Survivability.**

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

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

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

(i) In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and

- (ii) not apply to any materials or information disclosed to it thereafter.

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

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

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

**13. Settlement of Disputes:**

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

**14. CONFIDENTIALITY OF NEGOTIATIONS**

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

**15. REPRESENTATION**

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

**16. ASSIGNMENT**

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



## **17. EMPLOYEES AND OTHERS**

Each Party shall advise its Representatives, contractors, subcontractors and licensees, and shall require its Affiliates to advise their Representatives, contractors, subcontractors and licensees, of the obligations of confidentiality and non-use under this Agreement, and shall be responsible for ensuring compliance by its and its Affiliates' Representatives, contractors, subcontractors and licensees with such obligations. In addition, each Party shall require all persons and entities who are not employees of a Party and who are provided access to the Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions no less stringent than those set forth in this Agreement. Each Party shall promptly notify the other Party in writing upon learning of any unauthorized disclosure or use of the Confidential Information by such persons or entities.

## **18. NO LICENSE**

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

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

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

## **20: UNPULISHED PRICE SENSITIVE INFORMATION (UPSI)**

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

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

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

\_\_\_\_\_:

**RailTel Corporation of India Limited:**

By\_\_\_\_\_

Name:

Title:

By\_\_\_\_\_

Name:

Title:

Witnesses

**Annexure -6: INTEGRITY PACT (to be submitted by sole partner/lead partner in case of consortium)**

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-7: (Estimated Cost breakdown upto Level 2 & Tentative Budget estimation) with password-protected PDF.**

S. No.	Item Description	Rate	GST	Total Price per Unit Including GST
		A	B	C=A+B
1				
Total Price				

*Note: - The bidder may use its own Template.*

- All the above price would be in INR only.
- The bidder has to compulsorily quote for all items failing which bid is liable to be rejected.
- GST shall be payable at prevailing rates.
- The bid price should include all taxes and levies.
- Any conditional bid would be rejected.



## Appendix (A) : Abstract of of Customer EOI

### 2. Indicative Scope of Work

The disaster database will play a significant role in supporting the AI-driven systems for disaster mitigation, response, and recovery. It will serve as the foundation for collecting, organizing, storing, and analyzing critical data needed for various aspects of disaster management. The database is expected to help in the processes as under:

#### 2.1 Data Aggregation and Integration

- **Central Repository** The database will aggregate data from multiple sources, including historical disaster records, satellite imagery, IoT sensors, weather stations, drones, social media feeds, and real-time sensor data. This offers a comprehensive view of disaster patterns and conditions.
- **Data Standardization** The database will standardize data from dissimilar sources, ensuring compatibility and seamless integration across various systems, enabling effective real-time analysis.

#### 2.2 Real-Time Data Processing and Analysis

- **Dynamic Updates** The database will continuously receive and update data during an event, enabling AI systems to process real-time information. This will allow assessment of a developing situation and provide accurate, real-time insights to support various aspects of disaster management.
- **Event Monitoring** It will store time-series data and event logs, helping the system monitor ongoing events.

#### 2.3 Predictive Impact Modeling and Refined Early Warnings

- **Historical Data Utilization** By storing vast amounts of historical disaster data (e.g., past floods, earthquakes, or storms), the database will allow other AI models to find trends, patterns, and triggers involved.
- **Risk Assessment** The database will support AI algorithms in generating predictive models that assess risks based on past and present data, providing early warnings for imminent disaster events (e.g., a flood forecast or earthquake risk).

#### 2.4 Damage Assessment and Recovery

- **Damage Tracking** The database will store data on damage levels from previous and ongoing disasters, such as building damage, infrastructure loss and human casualties to create damage models that provide right assessments during disaster events.
- **Resource Allocation** The database will track resource inventories (e.g., medical supplies, emergency teams, IDRN etc) and their locations, ensuring efficient allocation and distribution during a crisis. AI systems will use this data to optimize coordination and deploy resources to the most impacted areas.

#### 2.5 Community and Infrastructure Vulnerability Analysis

- **Risk Profiling** The database will store demographic, infrastructure, and environmental data to identify vulnerable populations and critical infrastructure. AI systems will analyze this data to assess community risks (risk index) and recommend mitigation strategies, such as strengthening buildings or improving evacuation routes.

- **Geospatial Data** The inclusion of geographic information system (GIS) data will help AI systems to evaluate geographical risks, such as flood zones or earthquake-prone areas, industrial and CBRN risks, forest fire risks etc and inform disaster preparedness and planning.

## **2.6 Post-Disaster Recovery and Long-Term Mitigation**

- **Recovery Tracking** After a disaster, the database will store post-event data such as recovery progress, economic impact, and rehabilitation efforts. AI systems can analyze this data to show successful recovery strategies and recommend improvements for future events.
- **Resilience Metrics** By analyzing data from past recovery efforts, the database will provide insights into long-term resilience building, helping to inform better urban planning and infrastructure decisions moving forward.

## **2.7 Actionable Insights for Policy Development**

- **Policy Support** The database will store records of disaster policies, past mitigation strategies, and their outcomes. AI systems can evaluate the effectiveness of various approaches and recommend new policies for disaster risk reduction, urban planning, and community preparedness.
- **Scenario Simulation** The database will allow AI systems to run simulations based on different policy scenarios, testing how changes in infrastructure, emergency protocols, or community preparedness can change disaster outcomes.

## **2.8 Collaboration and Information Sharing**

- **Cross-Agency Data Sharing** The database will help data sharing between different government agencies, NGOs, research agencies, academia, and international organizations. This collaborative approach ensures all stakeholders have access to up-to-date and correct data, improving coordination during all stages of disaster risk management.
- **Public Awareness** The database can be used to develop public-facing platforms that share real-time information and disaster preparedness resources, helping communities understand the risks they face and what actions to take.

## **2.9 Learning and Continuous Improvement**

- **Data-Driven Insights** As new disaster events occur, the database will be updated with fresh data, which will feed back into AI models to improve their accuracy over time. This allows for continuous learning, helping the system adapt to appearing trends and evolving risks.
- **Post-Event Analysis** After each disaster, the database can store lessons learned, best practices, and strategies that were effective, enabling AI to refine its recommendations for future disaster management.

**2.10 Conclusion** The envisaged project will act as the backbone of the various AI systems, providing a centralized and structured data repository for everything from real-time event monitoring to historical trends. By enabling comprehensive data collection, predictive analytics, real-time assessments, and continuous learning, the database will ensure that AI-driven disaster mitigation efforts are accurate, prompt, and effective.

*(The above given scope is only indicative in nature to assist in preparing the response)*

**Note:** Regarding updated Specifications, may you please refer to the end customer's latest EOI.