

NOTICE INVITING EXPRESSION OF INTEREST (EOI)

EOI No. RCIL/SR/MAS/2024-25/EOI/1, dated 24.04.2024

Expression of Interest (EOI)

For

Selection of System Integrator for Implementation of the Project on *Design, Supply, Installation, Testing, Commissioning, Training, Operational Acceptance and Technical/Maintenance support of CCTV Video Surveillance System*



Issued by:

RAILTEL CORPORATION OF INDIA LTD.

(A Govt. of India Enterprise)

275e, EVR Periyar High Road

CAO/CN Office, Southern Railway

Egmore, Chennai – 600008

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 bid 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.

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NOTICE INVITING RFP

EOI No. RCIL/SR/MAS/2024-25/EOI/1

Date:24.04.2024

RailTel Corporation of India Ltd. (RailTel) invites EOI bids from Empaneled Partners against RFP for the work of “Design, Supply, Installation, Testing, Commissioning, Training, Operational Acceptance and Technical/Maintenance support of CCTV Video Surveillance System.”

The details are as under: -

a)	Release of RFP	24/04/2024
b)	Last date of receipt of queries	25/04/2024
c)	Closing date for Submission of e-Bids	27/04/2024 – 11.00 Hours
d)	Date of opening of E-Bid (Technical)	27/04/2024- 11.30 Hours
f)	Earnest Money Deposit (EMD)	Rs. 29,00,000/-in the form of Shall be Paid by BG/NEFT/RTGS/Demand Draft/SWIFT. Scanned copy of BG/NEFT/RTGS/DD/SWIFT to be uploaded online at the time of bid submission as per the RFP
g)	Cost of RFP Document	Nil
h)	RFP portal for Submission of Bids	Mail to CMRL.EOI@railtelindia.com
i)	Place of Opening of BID (Online)	RailTel Corporation of India Limited No.275E EVR Periyar Salai,CAO/CN Building 4th floor,Egmore, Chennai -600008
j)	Presentation and Proof of Concept for Technically qualified Bidders	To be notified later
k)	Date of opening of Commercial bids	27-04-2024

Note:

1. The **response** to EOI invited from eligible Empaneled Partners of RailTel only.
2. All the document must be submitted with proper indexing and page nos.
3. This is an exclusive pre-RFP partnership arrangement with empaneled business associate of RailTel for participating in the end customer RFP. Selected partner's authorized signatory has to give an undertaking **that** they will not submit directly or indirectly their bids and techno-commercial solution/association with any other Organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to prospective customer Organization by RailTel). **This undertaking has to be given with this EOI Response.**
4. Transfer and Sub-letting: The Business Associate has no right to give, bargain, sell, assign or sublet or otherwise dispose-off 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.

Bidder has to 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 as mentioned below:

Tender Ref. No.	CMRL/SYS/ASA_02B/2023
Date of floating	02-12-2023
Floated on portal	https://eprocure.gov.in/eprocure/app

5. Bidder also undertake to submit MAF of major items of the proposed solution and other documents required in the end Customer Organization's tender in favor of RailTel Corporation of India Limited against the proposed products. The selected BA has to provide MAF from the OEM in the name of RailTel Corporation of India Limited for bidding in the concerned tender of CMRL, if their proposed solution is quoted to the customer.
6. The selected bidder will have to accept all Terms & Conditions of CMRL RFP on back-to-back basis.
7. Any corrigendum(s) issued by CMRL against pertinent tender/RFP shall be the part and scope of

this EOI document on back-to-back basis.

8. No exemption/relaxation is applicable to MSME/Startups.
9. Only, the eligibility clause/criteria and marks scoring criteria for SI/BA (Prospective BA/SI) as mentioned in CMRL's RFP is not applicable on the bidder/BA applying against this EOI. Rest all Terms & Conditions of RFP floated for pertinent tender will be complied by SI/BA/bidders.
10. However, OEM considered by SI for this project have to mandatorily comply all the eligibility & technical criteria/compliance on back-to-back basis in line with COR RFP and corrigendum(s) issued thereof.
11. Please refer CMRL RFP Payment terms as this will remain applicable on back-to-back basis on successful bidders. Payment shall be made after actual receipt of payment from CMRL.
12. Bidder may check the price/commercial bid as per BOQ and match the same with FORMATS FOR SUBMISSION OF THE COMMERCIAL BID of CMRL's RFP and if found any discrepancy, maybe brought to the notice of RailTel immediately and may modify their financial bid format as per CMRL RFP financial bid document.
13. As this is a customer centric bid on back-to-back basis. The benefits of MSME shall not be applicable on this EOI & Work Order issued on the basis of this EOI.

Contact Details for this EOI:

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The Group General Manager
RailTel Corporation of India Limited
Chennai Territory

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 co location, 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 “Mini Ratna (Category-I)” 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 Corporation of India Ltd (hereafter referred to as ‘RailTel’) an ICT arm of Indian Railways has been in the forefront of building innovative platforms and solutions and vision to build range of Information and Communication Technology (ICT) Services for its customers.

In this regard, RailTel intends to participate in the tender floated by RailTel Corporation of India Limited (hereafter to as ‘CMRL’) and accordingly seeks to select a suitable partner for **pre-bid arrangement**.

RailTel intends to participate in Tender floated by CMRL (End Customer Organization) for “Design, Supply, Installation, Testing, Commissioning, Training, Operational Acceptance and Technical/Maintenance support of CCTV Video Surveillance System”.

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

Bidder has to 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. Bidder also undertake to submit MAF of major items of the proposed solution and other documents required in the end Customer Organization tender in favor of RailTel against the proposed products. The selected BA has to provide MAF from the OEM in the name of "RailTel Corporation of India Limited" for bidding in the concerned tender of CMRL, if their proposed solution is quoted to the customer.

The details of pertinent tender are as below:

Tender Title: Design, Supply, Installation, Testing, Commissioning, Training, Operational Acceptance and Technical/Maintenance support of CCTV Video Surveillance System

RailTel invites EOIs from RailTel's Empaneled Partners for the selection of suitable partner/ consortium member to participate in above mentioned work for the agreed scope work. The empanelled partner is expected to have excellent execution capability and good understanding of customer local environment.

System Integrator (SI) shall quote for only single OEM/ make and model for each item description. The make and model shall be clearly mentioned in the proposal. Series of make and model will not be accepted, and bid shall be summarily rejected.

3. Scope of Work & Partner Selection

The scope of work will be as mentioned in the pertinent end Customer organization RFP for “**Design, Supply, Installation, Testing, Commissioning, Training, Operational Acceptance and Technical/Maintenance support of CCTV Video Surveillance System**” Vide Ref No.: **CMRL/SYS/ASA_02B/2023** dated 02-12-2023 on the website <https://eprocure.gov.in/eprocure/app/> with all latest amendment/Corrigendum/ clarifications.

The scope of work of this RFP is to select System Integrator (SI) who shall **Design, Supply, Installation, Testing, Commissioning, Training, Operational Acceptance and Technical/Maintenance support of CCTV Video Surveillance System**. Mentioned below is an indicative list of activities to be performed by the System Integrator. The broad scope of work shall be as per the RFP **CMRL Tender CMRL/SYS/ASA_02B/2023** dated 02-12-2023.

Special Note: RailTel may retain some portion of the work mentioned in the end organization RFP, where RailTel has competence so that overall proposal becomes most winnable proposal.

3.1 Purpose of EOI

The intent of this RFP is to invite proposals from the prospective bidders for **Design, Supply, Installation, Testing, Commissioning, Training, Operational Acceptance and Technical/Maintenance support of CCTV Video Surveillance System** Vide Ref No.: **CMRL Tender CMRL/SYS/ASA_02B/2023** dated 02-12-2023 on the website <https://eprocure.gov.in/eprocure/app/> with latest amendment/ Corrigendum/ Clarifications, as per the scope of work of CMRL RFP.

3.2 Solution provider/BA need to offer solution with no single point of failure in hardware and without any downtime in operations of CMRL. SLA shall be applied as per CMRL's tender document and corrigendum released, if any on back-to-back basis.

3.3 Bidder may submit their response in form of duly signed and stamped and submit techno-commercial bid through Online mode vide email sent to “**CMRL.EOI@railtelindia.com**”, within the stipulated date and time, as mentioned in this EOI document.

3.8. Interested partners may note that this is a single stage, two Packet Bid.

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

3.10.

3.10. Stage -I : Technical Bid contains following :-**Mandatory General Documents:** Copy of PAN Card, GST, ITR for last 3 FY ending 31st March 2023, Certificate of Incorporation.

Eligibility and Qualification Criteria			Compliance Requirements				Mandatory Documentation
No.	Factor /Sub-Factor	Requirement	Single Entity				Submission Requirements
2.1 Eligibility							
2.1.1	Nationality	Nationality in accordance with ITB 4.3.	Must meet requirement	N/A	N/A	N/A	Forms ELI –1 and 2 ⁰ with attachments
2.1.2	Conflict of Interest	No conflicts of interests as described in ITB 4.2.	Must meet requirement	N/A	N/A	N/A	Letter of Technical Bid
2.1.3	JICA Ineligibility	Not having been declared ineligible by JICA as described in ITB 4.4	Must meet requirement	N/A	N/A	N/A	Letter of Technical Bid Form ACK
Notes for the Bidders (i) ELI -2 is required only if the Bidder is a JV. (ii) This requirement also applies to subcontractors if proposed by the Bidder under 1.1.3 above and 2.4.2(b) below.							
2.2 Historical Non- Performance							
2.2.1	History of non-performing Contracts	Non-performance of a Contract ⁽ⁱ⁾ did not occur as a result of Contractor’s default since 1st January 2019 .	Must meet requirement ⁽ⁱⁱ⁾	N/A	N/A	N/A	Form CON
2.2.2	Pending Litigation	All pending litigation shall in total not represent more than Hundred percent (100%) of the Bidder’s net worth and shall be treated as resolved against the Bidder.	Must meet requirement ⁽ⁱⁱ⁾	N/A	N/A	N/A	Form CON

Eligibility and Qualification Criteria			Compliance Requirements				Mandatory Documentation
No.	Factor /Sub-Factor	Requirement	Single Entity				
2.2.3	Litigation History	No consistent history of court/arbitral award decisions against the Bidder ⁽ⁱⁱⁱ⁾ since 1st January 2019.	Must meet requirement ⁽ⁱⁱ⁾	N/A	N/A	N/A	Form CON

Notes for the Bidder

(i) Non-performance, as decided by the Employer, shall include all Contracts:

(a) where nonperformance was not challenged by the Contractor, including through referral to the dispute resolution mechanism under the respective Contract, and

(b) that were so challenged but fully settled against the Contractor.

Non-performance shall not include Contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e., dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective Contract and where all appeal instances available to the Applicant have been exhausted.

(ii) This requirement also applies to Contracts executed by the Bidder as a JV member.

(iii) The Bidder shall provide accurate information on the related Bidding Form about any litigation or arbitration resulting from Contracts completed or ongoing under its execution over the last five (5) years. A consistent history of awards against the Bidder or any member of a joint venture may result in rejection of the Bid.

Eligibility and Qualification Criteria			Compliance Requirements				Mandatory Documentation
No.	Factor /Sub-Factor	Requirement	Single Entity				
2.3 Financial Situation							
2.3.1	Financial Performance	The audited balance sheets or, if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, for the last (5) FIVE years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and its prospective long-term profitability. As the minimum requirement, a Bidder's net worth calculated as the difference between total assets and total liabilities should be positive for any three years out of last five years.	Must meet requirement	N/A	N/A	N/A	Form FIN – 1 with attachments
				N/A	N/A	N/A	
2.3.2	Average Annual Turnover	Minimum average annual turnover of INR 50,00,00,000 (INR Fifty crores) calculated as total certified payments received for Contracts in progress and/or completed, within the last 3 years divided by 3	Must meet requirement	N/A	N/A	N/A	Form FIN – 2

Eligibility and Qualification Criteria			Compliance Requirements				Mandatory Documentation
No.	Factor /Sub-Factor	Requirement	Single Entity				
2.3.3	Financial Resources	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the cash flow requirements estimated as; INR 14,50,00,000 (INR Fourteen crore, fifty lakhs) or USD 1,741,000 (USD One Million seven Hundred and forty one thousand) or JPY 261,638,000 (JPY Two hundred sixty one Million six hundred thirty eight thousand): for the subject Contract(s) net of the Bidder's other commitments.	Must meet requirement	N/A	N/A	N/A	Form FIR – 1
		(ii) The Bidder shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.	Must meet requirement	N/A	N/A	N/A	Form FIR – 1 and Form FIR – 2

Eligibility and Qualification Criteria			Compliance Requirements				Mandatory Documentation
No.	Factor /Sub-Factor	Requirement	Single Entity				
2.4 Experience :							
2.4.1	General Experience	Experience under contracts in the role of prime contractor (single entity or JV member), Subcontractor, or management contractor ⁱ for at least the last five years starting 1 st January 2019 & Experience in working with Metro Organizations on similar works is preferred .	Must meet requirement	N/A	N/A	N/A	Form EXP - 1
2.4.2 (a)	Specific Experience	A minimum number of similar (please see below for definition of similar works)contracts that have been satisfactorily and substantially completed ⁽ⁱⁱⁱ⁾ as a prime contractor (single entity or JV member) between 1 st January 2019 and the Bid submission deadline.	Must meet requirement (ii),(iv),(v)	N/A	N/A	N/A	Form EXP - 2(a)

Eligibility and Qualification Criteria			Compliance Requirements				Mandatory Documentation
No.	Factor /Sub-Factor	Requirement	Single Entity				
		a. Three similar completed works each costing not less than the amount equal to INR 11,60,00,000 (INR Eleven Crores Sixty Lakhs) or USD 1,393,000 (USD One Million three hundred ninety three thousand); or JPY 209,311,000 (JPY Two hundred nine Million three hundred eleven thousand) or b. Two similar completed works each costing not less than the amount equal to INR 14,50,00,000 (INR Fourteen crore, fifty lakhs) or USD 1,741,000 (USD One Million seven Hundred and forty one thousand) or JPY 261,638,000 (JPY Two hundred sixty one Million six hundred thirty eight thousand) or c. One similar completed works each costing not less than the amount equal to INR 23,20,00,000 (INR twenty three crores twenty lakhs) or USD 2,786,000 (USD two Million seven hundred eighty six thousand) or JPY 418,621,000 (JPY Four hundred eighteen million six hundred twenty one thousand)					
2.4.2 (b)	Specific Experience	For the above or other contracts completed and under implementation as prime contractor (single entity or	Must meet requirement	N/A	N/A	N/A	Form EXP - 2(b)

Eligibility and Qualification Criteria			Compliance Requirements			Mandatory Documentation	
No.	Factor /Sub-Factor	Requirement	Single Entity				
		JV member) (directly responsible for the below mentioned key activities) between 1st January 2019 and the Bid submission deadline, the scope of the substantially completed⁽ⁱⁱⁱ⁾ works should have been for similar works: Similar work means, System Integrators having experience in Design, supply/delivery, installation, testing, commissioning, (including integrated testing), operational acceptance and providing technical / maintenance support including training of personnel for the systems Closed Circuit Television (CCTV) along with networking and/or Fibre Optic Communication (FOC), in Railways/ Metro Rail/ Monorail/LRT/Airport/Large Infra Projects/Smart City Projects. The above works for which experience is claimed must be in revenue service for at least 1 year. Individual systems (supply portion) may be sub-contracted but the overall responsibility for the systems including the preliminary & detailed design (hardware and application software parts), integration of CCTV Video					

Eligibility and Qualification Criteria			Compliance Requirements				Mandatory Documentation
No.	Factor /Sub-Factor	Requirement	Single Entity				
		Surveillance System and Video Analytics, testing & commissioning, DLP obligations (including performance demonstration), maintenance support etc should be undertaken by the System Integrator who should have requisite expertise for the same.					

Notes for the Bidder

- (i) A management contractor is a firm which takes on the role of contract management as a “general” contractor of sort could do. It does not normally perform directly the work(s) associated with the Contract. Rather, it manages the work of other (sub) contractors while bearing full responsibility and risk for price, quality, and timely performance of the contract.
- (ii) Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.
- (iii) Substantial completion shall be based on 80% (Financial progress) or more works completed under the Contract. Completion shall be evidenced by submission of end-user certificates such as Taking-over Certificates and Completion Certificates as required to be submitted as attachment to Form EXP-2(a) or Form EXP-2(b) of Section IV - Bidding Forms
- (iv) For Contracts under which the Bidder participated as a JV member or as a Specialist Subcontractor, only the relevant CCTV portion of the works executed by him, as a member of JV or as a Specialist Sub-contractor, by value, shall be considered to meet this requirement.
- (v) In case of a JV, the value of Contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single Contract has been met. In determining whether the JV meets the requirement of total number of Contracts, only the number of Contracts completed by each member, each of value equal or more than the minimum value required shall be aggregated .

Subcontractors/manufacturers

Subcontractors/manufacturers for the major items of supply or services must meet the following minimum criteria, herein listed for that item:

Item No.	Description of Item	Minimum Criteria to be met
1	Video Analytics	Should fulfil the functional performance, reliability and availability requirements listed in Employer's Requirements and provide proof of satisfactory field performance for a year, under similar conditions. At least one work, incorporating the requirement, of Supply, Installation, Testing and Commissioning of Video Analytics for Metro Rail Projects/Suburban Rail/ LRT/High Speed Rail Network/Huge Infra/Smart City Projects and having satisfactorily completed and in Operation for a year in the duration between 1st January 2014 and 1 st January 2024. Proven-ness certificate of working satisfactorily outside the country of origin (for foreign company), in a Metro Rail/Suburban Rail/ LRT/High Speed Rail system/ Huge Infra/Smart City Projects, is required in case of supply from foreign companies.
2	CCTV Cameras	At least one work, involving a minimum of cameras, incorporating the requirement, of Supply, Installation, Testing and Commissioning of CCTV for Metro Rail Projects/Suburban Rail/ LRT/High Speed Rail Network/Huge Infra/Smart City Projects and having been satisfactorily completed and in Operation for a year in the duration between 1st January 2014 and 1 st January 2024. Proven-ness certificate of working satisfactorily outside the country of origin, in a Metro Rail/Suburban Rail/ LRT/High Speed Rail system/ Huge Infra/Smart City Projects, is required in case of supply from foreign companies.
3	VMS Software	At least one work, incorporating the requirement, of Supply, Installation, Testing and Commissioning of CCTV for Metro Rail Projects/Suburban Rail/ LRT/High Speed Rail Network/Huge Infra/Smart City Projects and having been satisfactorily completed and in Operation for a year in the duration between 1st January 2014 and 1 st January 2024. Proven-ness certificate of working satisfactorily outside the country of origin, in a Metro Rail/Suburban Rail/ LRT/High Speed Rail system/ Huge Infra/Smart City Projects, is required in case the supplier is from a foreign country.

Failure to comply with this requirement will result in **rejection of the Subcontractor.**

In the case of a Bidder who offers to supply and install major items of supply under the Contract that the Bidder did not manufacture or otherwise produce, the Bidder shall provide the manufacturer's authorization, using Form MAN provided in Section IV, Bidding Forms, showing that the Bidder has been duly authorized by the manufacturer or producer of the related plant and equipment or component to supply and install that item in the Employer's country. The Bidder is responsible for ensuring that the manufacturer or producer complies with the requirements of ITB 4 and ITB 5 and meets the minimum criteria listed above for that item.

- i. The Technical Compliance of the Scope of Work.
- ii. The Technical Compliance sheet provided with Hard Copy of Technical Specs.
- iii. **Price quote in the attached format .**
- iv. Compliance of OEM with their MAF's and all mandatory documents asked by CMRL from OEM.
- v. Unconditional Acceptance of the Tender document of CMRL and any Other/General Document of CMRL Tender RFP along with corrigendum and addendum.
- vi. This EOI acceptance.
- vii. Annexure Formats as mentioned in this EOI.
- viii. All documents mentioned in checklist and annexures of this EOI.
- ix. The Seller agrees to undertake Warranty, Maintenance contract for a minimum **period as per CMRL**. Undertaking in this regard is to be submitted along with the technical bid.

- x. Delivery Period Undertaking – As per pertinent tender floated by CMRL.
- xi. The bid should be duly signed and submitted by Authorized Signatory. The bidder has to submit notarized of non-judicial stamp paper of appropriate value Power of Attorney having authorized signatory's nomination along with board resolution in favour of power of attorney.
- xii. The bidder has to mandatorily submit all required documents

3.11. Prospective bidder's bid evaluation will be done based on above mentioned documents. Bids of those Bidders will be summarily rejected who submit Technical Documents without OEM Name, Make and Model, technical Compliance, and unconditional acceptance of the CMRL hard Copies and this EOI.

3.12. Based on evaluation of outcome against 3.10, whoever may qualify as per 3.10.i and further complying technical requirement with supporting documents of OEM MAF, datasheets, BOQ/BOM may be treated as Technically qualified partner for Stage-1.

3.13. Bidders selected as per Para 3.12 above will be treated as eligible for financial bid opening.

3.14 Stage-II: Financial Bid:

3.15 For the opened bid as per outcome of Clause 3.10 above, the bidder will be selected on the **lowest quote (L-1)** basis for complete 'Scope of Work' as mentioned in the EOI document and Physical documents of technical specifications of CMRL, subject to the respective overall bid is in compliance to the requirements of this EOI. The so selected partner will be termed as 'Commercially Suitable 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.

3.16 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 mentioned in the CMRL's tender document and subsequent corrigendum. 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 final outcome of this tender is announced by CMRL. In case, RailTel comes out to be winner of the CMRL tender, then the engagement period will get auto-extended to the period RailTel serves CMRL for the concerned tender, 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 on the basis of negotiated (in case) commercial bid of the CSP.

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

4. Compliance Requirements and Eligibility Criteria for Interested Bidders

4.1. The interested bidder should be an Empanelled Partner with RailTel on the last date of bid submission of EOI & has to provide relevant documents to qualify as per Clause 3.10.i of this EOI.

4.2. The interested bidder should submit Earnest Money Deposit (EMD) if applicable, in the format as mentioned in this EOI document along with the bid.

4.3. The interested bidder should be in compliance 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.

4.4. The interested bidder should submit an undertaking for maintaining of 'Local Content Compliance' and shall submit a certificate mentioning the 'Local Content Percentage' duly signed and stamped by statutory auditor or cost auditor or authorized signatory of the interested partner. This will not be a binding clause in cases where end customer has not asked Local Content Clause/Make in India Clause in their Current RFP.

4.5 The bidder has to mandatorily provide all Annexures of CMRL's RFP and corrigendum(s) thereof, in the name of RailTel Corporation of India Limited addressing the tender issuing authority.

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

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

4.8. The interested bidder shall not have a conflict of interest with one or more bidding parties.

Participation of interested bidder(s) with a conflict-of-interest situation will result in the disqualification of all bids in which it is involved. A bidder may be in a conflict of interest with one or more parties if including but not limited to:

- a. Have controlling shareholders as his/her family members viz. spouse, son, daughter, father, mother or brother etc. in common or;
- b. Have a relationship with each other directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another interested partner.

4.9. The interested bidder should not be seeking / extending / exploring similar arrangements / engagements with any other organization except RailTel, for the CMRL tender.

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

4.11. In addition to above clauses, bid of interested bidder should be in compliance to terms and conditions and technical requirements of the pertinent CMRL tender as referred above.

Note: The interested bidder should submit duly signed and stamped EOI cover letter as per the format mentioned at Annexure-02 of this EOI document, as unconditional submission of meeting the clauses mentioned above, from Clause 4.1. to Clause 4.11.

5. Resources to be Deployed

- i. The bidder shall carry out all necessary activities during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.
- ii. Adequate training, required to carry out the activities mentioned in the scope of work above, shall be provided by Bidder to all deployed resources.
- iii. Boarding, lodging, transportation, and all other expenses of the deployed resources are to be borne by bidder,
- iv. The Authority shall be at liberty to object to and require the bidder to remove from the works any person who in his opinion misconducts himself or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Authority to be undesirable. Such person shall not be employed again at works site without the written permission of the Authority and the persons so removed shall be replaced within a week's time by competent substitutes.
- v. The Authority has agreement with the bidder only, it is the responsibility of the bidder to ensure all due diligence is carried out for background verification of resources deployed. And in any case, the Authority will not be responsible for the violation of due diligence or offence committed by the bidder or any of its resources.

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 (www.railtelindia.com) website only. The interested bidders are advised to visit the RailTel website on regular basis for checking necessary updates. RailTel also reserves the rights to amend the dates mentioned in this EOI for bid process. RailTel may, at its discretion, extend the last date for receipt of EOI response.

8. Bid Validity Period

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

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

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 bidder's participation in this process may result in RailTel selecting the CSP 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 bidder should take into account 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 bidders in their own interest are advised to submit the EOI response well intime before the last date and hence to avoid any inconvenience at the last moment.

11.3. An Organization / Interested Bidder can submit only 'One EOI Response'. Submission of multiple EOI Response by interested bidder(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 bidder(s), 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 CMRL's RFP.

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

13.3. Documents list required at the time of payment/invoice submission by selected bidder shall be: -

i. PO copy issued to selected vendor.

ii. Payment Proof that the end customer has paid to RailTel for the period claimed by Selected bidder/vendor against invoices raised by RailTel for such services.

iii. Submission/Declaration of applicable BG amount against PO issued to selected bidder/vendor.

iv.Original Invoice for the period claimed.

V. TDS declaration.

vi Photocopy of all documents submitted by RailTel along with their invoice to Customer.

14. Performance Bank Guarantee (PBG)

- 14.1. In case of successful participation by RailTel in the pertinent CMRL's tender and subsequent engagements with CSP, The CSP shall at its own expense, deposit with department, within fifteen (15) days of the notification of award (done through issuance of the Purchase Order / Work Order etc.) and communicated through email, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized/ Commercial Scheduled Indian Bank as per the format enclosed in this EOI, payable on demand, for the due performance and fulfilment of the contract by the CSP. This PBG will be for an amount of '5 (%)' of the contract value. The quantum of this 'percentage (%)' will be equal to the PBG % as asked by CMRL from RailTel. All charges whatsoever such as premium, commission, etc. with respect to the PBG shall be borne by the CSP. Besides, if the total BG amount comes upto ₹05 Lakhs, then same may be deposited through DD/RTGS/NEFT. Along with submission of PBG, CSP needs to submit PBG issuing bank's SFMS report. The SFMS report is also to be submitted in case of renewal / extension of PBG.
- 14.2. The PBG should have validity for a period as per CMRL RFP and **shall be on back to back basis**. 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 discretion. 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 CMRL, PBG should also be extended accordingly.
- 14.5. During the contract period, RailTel may issue Purchase Order(s) for the additional

services ordered by CMRL (in case) to RailTel. In such scenario(s) also, Clause No. 13.1. to Clause No. 13.4. are to be followed by the CSP.

14.6. In case the CMRL has sought PBG of the contract in the terms of Indemnity Bond from RailTel, the selected bidder has to provide the equivalent value PBG from scheduled Bank to RailTel. No Indemnity Bond from Selected Bidder will be accepted in lieu of PBG from Scheduled Bank.

14.7. In case CMRL has sought any other types of PBG in this contract at present or in future or else Integrity Pact PBG (presently or in future), same remain applicable on selected Bidder. The Said PBG will be issued by Selected Bidder from Scheduled Bank favoring RailTel Corporation of India Limited. No Indemnity Bond in lieu of such PBG will be accepted by RailTel.

14.8 **If, CMRL asks for submission for value more than 5%, same also needs to be submitted by the selected BA.**

14.9 Integrity pact in the format if any, as per CMRL to be provided by the Bidder.

15. Details of Commercial Bid / Financial Bid

15.1. Interested partner should submit commercial bid strictly as per the format mentioned by CMRL in the pertinent tender document or subsequent corrigendum (if any).

15.2. The commercial bid should clearly bring out the cost of the services with detailed break- up of taxes.

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

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

15.5. It is also possible that CMRL may surrender / increase, 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, at sole discern of RailTel.

15.6. It is also possible that during the contract period, CMRL may raise Purchase Order to RailTel for the line items (and respective quantities) which are not mentioned in the pertinent tender of CMRL. In such scenario, RailTel at its sole discretion, may extend the scope of the contract with CSP by placing order to CMRL, **on back-to-back basis.**

15.7. In addition to the Payment Terms, all other Contractual Terms will also be on '**back- to-**

back' basis between RailTel and CSP, as mentioned in the pertinent CMRL's tender. MAF (Manufacturer's Authorization Form) in the name of RailTel and another MAF in Bidders Name (separately with reference to this EOI) from the OEMs, whose product is mentioned in commercial bid format, should also be ensured by the partner. The MAF format and required content should be in-line with CMRL's tender, if specifically asked by CMRL in a particular format.

16. Duration of the Contract Period

16.1. The contract duration shall be same as of CMRL's contract duration with RailTel until otherwise terminated earlier. Indicative contract duration is 2 Years DLP + 5 years CAMC as per CMRL, unless otherwise terminated earlier, as mentioned in this EOI document and subject to successful participation of RailTel in the pertinent CMRL's tender. The contract duration can be renewed /extended by RailTel at its discern, in case CMRL extends / renews services with RailTel by virtue of extending / renewing / new issuance of one or more Purchase Order(s) placed by CMRL 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 or as per CMRL tender condition whichever is earlier 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 CMRL 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 suitably modifying the conditions, as deemed 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 with RailTel shall be forfeited, without any further notice.
- g) Breach of non-fulfillment of contract / agreement conditions may come to the notice of RailTel through complaints or as a result of the regular monitoring. Wherever considered appropriate RailTel may conduct an inquiry either Suo- moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the successful bidder or not. The 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 can 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 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. Limitation of Liability towards RailTel

- 26.1. The CSP liability under the contract shall be determined as per the Law in force for the time being. The CSP shall be liable to RailTel for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the CSP and its employees (direct or indirect), including loss caused to RailTel on account of defect in goods or deficiency in services on the part of CSP or his agents or any person / persons claiming through under said CSP, However, such liability of the CSP shall not exceed the total value of the contract.
- 26.2. This limit shall not apply to damages for bodily injury (including death) and damage to real estate property and tangible personal property for which the CSP is legally liable.

27. Confidentiality cum Non-disclosure

- 27.1. 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.
- 27.2. Notwithstanding the foregoing, neither Party shall have any obligations regarding non- use or non-disclosure of any confidential information which:
- 27.2.1. Is already known to the receiving Party at the time of disclosure:
 - 27.2.2. Is or becomes part of the public domain without violation of the terms hereof;
 - 27.2.3. Is shown by conclusive documentary evidence to have been developed independently by the Receiving Party without violation of the terms hereof:
 - 27.2.4. Is received from a third party without similar restrictions and without violation of this or a similar contract.

27.3 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.

27.4 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.

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

28 Assignment

28.1 Neither this contract nor any of the rights, interests or obligations under this contract 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 contract will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

29 Insurance

The CSP agrees to take insurances to cover all the elements of the project under this EOI including but not limited to Manpower, Hardware, Software etc. as per CMRL tender specified terms.

30 Exit Management

30.1 Exit Management Purpose

30.1.1 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.

30.1.2 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.

30.2 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):

30.2.1 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;

30.2.2 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).

30.3 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.

30.4 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.

31. Waiver

31.1. Except as otherwise specifically provided in the contract, no failure to exercise or delay in exercising, any right, power or privilege set forth in the contract will operate as a waiver of any

right, power or privilege.

32. Changes in Contract Agreement

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

1.1

Letter of Technical Bid

Date : [insert date of Bid submission]
IFB No. : ASA-02B

To,

The Group General Manager,
RailTel Corporation of India Limited,
No.275E EVR Periyar Salai,
4th floor CAO/CN Construction Building,
Egmore ,Chennai- 600008

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including addenda issued in accordance with Instructions to Bidders (ITB) 8. [*insert the number and issuing date of each addendum*];
- (b) We, including any Subcontractors/ manufacturers, for any part of the Contract, meet the eligibility requirements in accordance with ITB 4 and ITB 5;
- (c) We, including any Subcontractors/ manufacturers, for any part of the Contract, have no conflict of interest in accordance with ITB 4;
- (d) We offer to execute in conformity with the Bidding Document the following Works: **“Design, Supply, Installation, Testing, Commissioning, Training, Operational Acceptance and Technical/Maintenance support of CCTV Video Surveillance System”**
- (e) Our Bid shall be valid for a period of **180** days from the date fixed for the Bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We are not participating, as a Bidder or as a subcontractor /manufacturer, in more than one Bid in this bidding process in accordance with ITB 4.2(c); and
- (g) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud or corruption.
- (h) We (Single Bidder or JV Partners) hereby declare that we have not been debarred by Multilateral and bilateral funding agencies/ Government of India/ Railway Administration/ any state Government undertaking as on the due date of submission of bid.

Name of the Bidder¹ [*insert name of the Bidder*]

Name of the person duly authorized to sign the Bid on behalf of the Bidder² [*insert complete name of person duly authorized to sign the Bid*]

Title of the person signing the Bid [*insert complete title of the person signing the Bid*]

Signature of the person named above [*insert signature of person whose name and capacity are shown above*]

Date signed [*insert date of signing*] day of [*insert month*], [*insert year*]

Notes for the Bidders

1. In the case of a Bid submitted by a Joint Venture, specify the name of the Joint Venture as Bidder.
2. Person signing the Bid shall have the Power of Attorney given by the Bidder to be included in the Technical Bid.

[Prepare this Letter of Price Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.]

1.2 Letter of Price Bid

Date : *[insert date of Bid submission]*
IFB No. : **ASA-02B**

To:

The Group General Manager,
RailTel Corporation of India Limited,
No.275E EVR Periyar Salai,
4th floor CAO/CN Construction Building,
Egmore ,Chennai- 600008

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including addenda issued in accordance with Instructions to Bidders (ITB) 8. *[insert the number and issuing date of each addendum]*;
- (b) We offer to execute in conformity with the Bidding Document and Technical Bid the following Works: **“Design, Supply, Installation, Testing, Commissioning, Training, Operational Acceptance and Technical/Maintenance support of CCTV Video Surveillance System”**
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is:
[Insert the total Bid Price in words and figures, indicating the amounts in the respective currencies.]
- (d) The discounts offered and the methodology for their applications are:
The discounts offered are: *[specify in detail each discount offered]*
The total bid price including discounts is:
- (e) Our Bid shall be valid for a period of **180** days from the date fixed for the Bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents;
- (g) We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract

is prepared and executed; and

- (h) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

Name of the Bidder¹ [*insert name of the Bidder*]

Name of the person duly authorized to sign the Bid on behalf of the Bidder² [*insert complete name of person duly authorized to sign the Bid*]

Title of the person signing the Bid [*insert complete title of the person signing the Bid*]

Signature of the person named above [*insert signature of person whose name and capacity are shown above*]

Date signed [*insert date of signing*] day of [*insert month*], [*insert year*]

Notes for the Bidders

1. In the case of a Bid submitted by a Joint Venture, specify the name of the Joint Venture as Bidder.
2. Person signing the Bid shall have the Power of Attorney given by the Bidder to be attached along with the bid.

2. Instructions for completing the pricing document:

2.1 General Requirements:

- 2.1.1 This is a Lump Sum Price Contract for "Design, Supply, Installation, Testing, Commissioning, Training, Operational Acceptance and Technical/Maintenance support of CCTV Video Surveillance System".
- 2.1.2 The Bidder shall quote his Lump Sum Price towards individual Price centers inclusive of all taxes, levies, duties, cess, insurance as per GST / Custom tariff act etc., and other charges leviable and payable to the authorities, including GST and customs duty. The Contractor shall be solely responsible for payment of all royalties, custom duties, custom clearances, port handling charges, freight and fees etc., for all imports. The Contractor shall be solely responsible for all statutory clearances, including customs, excise, taxes, levies, octroi, transportation etc. required for successful execution of this Contract. However, GST & Custom duty shall be reimbursed upon production of documentary evidence towards discharging of Contractor's liability up to the ceiling limit indicated in BoQ excel sheet. (Price bid form)
- 2.1.3 The Bidder shall be required to provide the breakdown of the tax components considered in their lumpsum price of Pricing schedule and in compliance with the notes specified therein. Price Centre Total (Bid Price) which is inclusive of all taxes, duties, levies, cess etc., will be considered for Price bid evaluation. Provisional sum shall be excluded from bid evaluation.
- 2.1.4 The successful Bidder shall maintain complete records of duties, taxes, and levies etc. payable to various authorities in respect of completely assembled / manufactured plants / equipment and works and to submit the receipts / records as and when demanded in writing by the Employer for verification.
- 2.1.5 As single rate of custom duty is available under project imports scheme under heading 98.01 of Custom Tariff Act 1975 for import of capital goods, the advantage of the same may be considered under project import scheme. After award of the Contract, Employer at the written request of a contractor shall facilitate the contractor for obtaining sponsoring / Recommendation letter from the Ministry of Housing and Urban Affairs (MoHUA) / GOI for getting themselves registered for availing Project Import benefits. However, the responsibility to avail the concessional benefits under Project Import or otherwise as extended in accordance with the law of the land shall solely rest with the Contractor. Should the Employer obtain a waiver or exemption for any taxes and duties etc. in full or part there of, the Contractor will be advised on the process to be followed to obtain exemption / refund of such taxes, duties etc., from the concerned Authorities. The Contractor shall arrange for the remittance of the refund so obtained to the Employer. In case of exemption, the Contractor shall pay the amount calculated by the Employer on account of exemption to the Employer either separately or the Employer at its discretion shall deduct the calculated amount from any payments due to the Contractor under the

Contract. In case of failure by the Contractor to obtain and remit the refund within one month time to the Employer, the same will be recovered by the Employer from the amounts due as payment to the Contractor or as debt due from the Contractor. If the Contractor fails to take the required action to obtain refund or exemption, the Employer may take action in accordance with the Conditions of Contract.

2.2 Quantity Variation

- 2.2.1 During the Contract Period, the Employer may procure additional works up to the maximum of $\pm 25\%$ of Contract Price. In such event, the Employer/ the Engineer reserves the right to instruct the Contractor, to execute the corresponding additional Works prior to issuance of the Taking over Certificate for Last Stage of the commissioning.
- 2.2.2 The variation cost for the above additional requirement shall be derived proportionately from Price Centre 'B', Price Centre 'C', 'D' and 'E' of the Pricing Summary. The total Contract Price will be adjusted accordingly and no additional payment on any other account whatsoever shall be payable to the Contractor.
- 2.2.3 In case this quantity variation exceeds beyond 25% of Contract Price, the cost for the additional quantity (only for the portion which exceeds beyond 25% of Contract Price), shall be mutually agreed.

3. Price Schedules

3.1 Preamble

- 3.1.1 The Price Schedules shall be read in conjunction with NIT, Instructions to Bidders and all bidding documents, General conditions of contract, Particular Conditions of Contract and the Employer's Requirement etc., as listed in contents of Bidding documents
- 3.1.2 The Schedules may not generally give a full description of the works to be performed and the plant or equipment to be supplied under each item. Bidders shall be deemed to have read the Employer's Requirements and other sections of the Bidding Documents and reviewed the Drawings to ascertain the full scope of the requirements included in each item to filling the rates and prices.
- 3.1.3 The item descriptions given, are general summaries only, therefore no omission from, or error in item descriptions within this Pricing Document shall warrant an adjustment of the Contract Price nor entitle the Contractor to seek an extension of time under the Contract.
- 3.1.4 This is a lumpsum price Contract for "Design, Supply, Installation, Testing, Commissioning, Training, Operational Acceptance and Technical/Maintenance support of CCTV Video Surveillance System". Bidder shall quote its lumpsum price inclusive of all taxes, levies, duties and other charges, including taxes to be deducted at source, leviable and payable to the authorities.
- 3.1.5 The payment to the Contractor will be according to achieved milestones unless otherwise specified in Contract.
- 3.1.6 The whole of Works including design, are divided into Price Centres. Each of these Price Centres represents a major item associated with the Works.
- 3.1.7 A rate or price shall be entered against each item in the priced Price Schedules, whether quantities are stated or not. The cost of items against which the Bidder has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Price Schedules.
- 3.1.8 Payment of the Contract Price shall be made in the currency or currencies in which the Bid Price is expressed in the Bid of the successful Bidder.
- 3.1.9 The whole of Works including design, are detailed in the Pricing Summary (Bid Total). Each Price Centre is further divided into the various Schedule of Payments according to their general scope of work.
- 3.1.10 Price Centres and Milestones there under are fixed and shall not be changed by the Bidder. These represent the major items of the Works for which the Employer will pay the Contractor, and the Bidder shall ensure that it has allowed for all costs it requires for the Contract to be apportioned among the Price Centres.
- 3.1.11 The scope and extent of the Works are to be ascertained by reference to the Contract

Documents as a whole and shall not be limited in any manner whatsoever by the descriptions of the Price centers and schedule of payments.

3.1.12 The Bidder is not to enter any sums or amounts in the Schedule of Payments, which includes predetermined percentages for sub-items which have been inserted by the Employer and will form the basis of payments.

3.1.13 Price Centre 'A1' (General Requirements), 'A2' (Preliminary design), 'B' (Detailed Design), 'C' (Manufacture and Delivery), 'D' (Installation and Site Testing), 'E' (System Acceptance Tests and Integration, Testing and Commissioning and Operational Acceptance), T&M (Training and Manuals), MISC (Spares and CAMC), shall include, but not limited to, the following as per the requirements and other details given in Employer's requirements, Drawings and Specifications;

- (i) Initial works Programme
- (ii) Three months rolling Programme
- (iii) Detailed works Programme
- (iv) Monthly progress report
- (v) Procurement Plan
- (vi) Environmental management plan
- (vii) Contractor's manufacturing management plan
- (viii) Design Submission Program
- (ix) Quality Assurance Plan
- (x) System Safety Program Plan
- (xi) Method statements
- (xii) Proto Type & Type Test plans
- (xiii) Factory test plans
- (xiv) Inspection and Test Plans
- (xv) Partial acceptance test plans
- (xvi) System acceptance test plans
- (xvii) Maintenance support plans
- (xviii) Software support plan
- (xix) Back-up copies of the software submission
- (xx) Handling, Storage, Packing and Preservation Plan
- (xxi) Comprehensive testing programme
- (xxii) Installation plan and programme
- (xxiii) Comprehensive testing and commissioning programme
- (xxiv) Provision, construction, maintenance and removal of the site office(s) for the Engineer/the Employer
- (xxv) Occupational Safety, Health & Environmental Plan
- (xxvi) OHS&E Manual requirements submission
- (xxvii) Interface design and management plan
- (xxviii) Contractor's staff organization plan
- (xxix) Construct, Furnish and Maintain Site office
- (xxx) Schedule of spare parts, consumables and tools etc.
- (xxxi) All interfacing works within the Project and other interfacing Contractors,

(xxxii) All other items included in the Part 2 - Employer's Requirements

-
- 3.1.14 The Price centre T&M (T&M A and T&M B) correspond to Training and Manuals including As build Drawings as detailed in the Part-2 Employer's Requirements.
- 3.1.15 Price Centre 'MISC', (MISC A and MISC B) are dedicated for Spares and Comprehensive Annual Maintenance of including 2 years Defect Liability period (DLP) and 5 years post DLP as detailed in the Part-2 Employer's Requirements.
- 3.1.16 The Bidder is to note that for specific Key Staff; Project Manager, Deputy Project Manager, Engineers, Chief SHE Manager, Quality Manager, Interface Manager & Civil/Structural Engineer not employed on site within 30 days after the proposed mobilization date in accordance with the approved baseline Programme, there shall be a deduction of INR 2 Lakhs for each Key Staff per month, or part thereof, as determined by the Engineer.
- 3.1.17 The Contractor shall be solely responsible for all the statutory clearances including customs, taxes, levies, octroi, transportation, Insurances, technical clearances by the Government, safety audits, other incidental services/expenses etc. required for the successful execution of this Contract including Comprehensive Annual Maintenance Period. The Lumpsum price quoted by the bidder is deemed inclusive of all these costs.

3.2 LIST OF STATIONS INCLUDED FOR THIS PROJECT

The Details as given in CMRL Tender Document

3.3 Pricing Summary (BID TOTAL)

The bidder may quote his offer in any of the following currencies or in any combination: **Indian Rupees (INR)** and/or in **Japanese Yen (JPY)**, **US Dollars (USD)**, **EURO (EUR)**

The offer should be submitted in the proforma as given in the Price Bid Form of e-procurement portal:

S. No	Description	Total Amount with taxes				Allowable apportionment to the tender total
		INR	JPY	USD	EURO	
1.	Price Centre A1: <i>General Requirements</i>					≤2.5%
2.	Price Centre A2: <i>Preliminary Design</i>					≤2.5%
3.	Price Centre B: Detailed Design					= (10±2) %
4.	Price Centre C: <i>Material Delivery in Stores</i>					= (40±4)%
5.	Price Centre D: <i>Installation & Testing at various stations</i>					≤ 25%
6.	Price Centre E: <i>Integrated testing & commissioning</i>					≤17%
7.	Price Centre T&M <i>Training and Manuals</i>					≤3%
8.	Part Price Total = (A1+A2+B+C+D+E+T&M) <i>(Bid Price)</i>					100%
9.	MISC A <i>Spares</i>					≤4%
10.	MISC B <i>CAMC during 2 years of DLP and Further 5 years</i>					
11.	Provisional Sum <i>DB</i>					30,00,000
12.	Bid price total					

Note:

- (i) Payment of the Contract Price shall be made in the currency or currencies in which the Bid Price is expressed in the Bid of the successful Bidder.
- (ii) Bidders shall quote for the above Price Centres including all taxes and duties, including GST, Customs Duty, levies and fees. A self-declaration from the Contractor based on Clause 171 of GST (Anti-profiteering rule) shall be attached by the Contractor along with their invoices.
- (iii) The 'Price centre total' mentioned above, shall be converted into Indian Rupees (INR) if other currencies are used and the exchange rates(s) shall be as published by the Reserve Bank of India selling rates of exchange/FBIL reference rates at the close of business hours of Financial Benchmarks India Pvt Ltd (FBIL) as delegated by the Reserve Bank of India vide their order no. RBI/2018-19/34 DBR.Ret.BC.No.01/12.01.001/2018-19 dated August 02, 2018, 28 days prior to submission of the Bid.

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- (iv) The 'Price Centre Total' which is inclusive of all the taxes, duties & levies and also converted into INR equivalent as stated above shall be considered for bid evaluation. Provisional Sum shall not be considered during evaluation.
 - (v) The bidder shall be responsible to ensure that their quoted price towards individual Price Centres in various currencies (if any), converted into INR equivalent as above, are in compliant with the apportionment percentage indicated against each Price Centres. In case of any deviation in the quoted price towards individual Price Centres with respect to its allowable apportionment percentage, the Employer will readjust the prices among the Price Centres without altering the Total Bid Price, before entering into the Contract agreement.

3.3.1 Cost Center Summaries for Training and Manuals (T&M)

Cost Centers	Description of Cost Centers	INR	USD	EURO	JPY	Allowable Apportionment to tender total %
T&M-A	Training					<3%
T&M-B	Manuals and As built Drawings / Documents					
Total T&M: Carried to Bid Total Price Summary						

Payment on completion of each cost centres.

3.3.2 Comprehensive Annual Maintenance Contract (CAMC) Cost Center Summaries for MISC B

Cost Centers	Description of Cost Centers	INR	USD	EURO	JPY
MISC-B1	CAMC (preventive maintenance and other maintenance works part of Scheduled maintenance activities) during 2 Years of DLP period.				
MISC-B2	Comprehensive Maintenance Cost for five years beyond 2 years DLP period				
Total MISC B: Carried to Bid Total Price Summary MISC B					

Note:

- Maintenance team proposal for the above CAMC period to be submitted by the Contractor in compliance to tender conditions.
- For Price Centre MISC A(Contract spares), out of the allowable apportionment percentage of 4%.
- Contract spares and consumables shall be in line with conditions defined in Particular Specifications of Part 2 - Employers Requirements and shall be sufficient to cover the maintenance requirements after the issuance of taking over certificate and until the end of Comprehensive Annual Maintenance Period (2 years Defect Liability Period (DLP) and 5 years post DLP), under normal operation and maintenance conditions.

4. Bidders are to submit lists of spares and consumable for the above, complete with Unit Prices.
The following format shall be used for this purpose. However, this is not part of evaluation:

No. Item	Item	Qty	Unit Price			Total Price		
			Indian Rupees A	Foreign Currency 1 B	Foreign Currency 2 C	Indian Rupees A	Foreign Currency 1 B	Foreign Currency 2 C

3.4 DETAILS OF TAXES / DUTIES / LEVIES ETC. INCLUDED IN THE LUMP SUM PRICE (PRICE CENTRE WISE)

DETAILS NOT TO BE FILLED HERE. IT SHALL BE FILLED AND UPLOADED IN THE PRICE BID OF E-PROCUREMENT PORTAL ONLY.

Table 3.4.1: Taxes, Duties, Levies, etc.

Price Centre	Taxes, Duties, Levies etc. (In INR)												
	Customs Duty						Goods and Services Tax				Any other taxes /duties / levies		Total amount of all taxes, duties, levies, cess etc.
	Basic Custom Duty		IGST		Social Welfare Surcharges		CGST		SGST				
	Rate (%)	Amount	Rate (%)	Amount	Rate (%)	Amount	Rate (%)	Amount	Rate (%)	Amount	Rate (%)	Amount	Amount
A1													
A2													
B													
C													
D													
E													
T&M													
MIS C-A													
MIS C-B													

Notes:

The Bidder is required to submit these filled in tables as above.

1. Goods and Services Tax (GST) on the complete finished components/parts indigenously manufactured.
2. Customs duty on all imported equipment, components, special equipment brought and installed as part of the facilities.
3. Customs duty on imported spares, jigs, fixtures, special tools, and diagnostic equipment etc., along with rate of Custom duty and supplied to the Employer.
4. GST on the indigenous complete finished spares, jigs, fixtures etc, sourced in India and supplied to the Employer.
5. Customs duty on imported components / parts which go into manufacturing of Plant & Equipment / facilities in India shall not be mentioned in the above table and deemed to be included in the base price.
6. The bidders shall note that the customs duty, GST, leveis, etc. indicated in the above table are considered to be included in the lumpsum price (Price centre wise) i.e. Bid Total in INR currency and will be reimbursed by the Employer in INR only, upon submission proof of discharge of contractor's liability subject to the ceiling of the amounts indicated in the above table i.e., Sum total of all the amounts indicated in the above table against individual price centres Cost towards Currency fluctuations if any shall be deemed included in the Lumpsum Price and the Ceiling limit shall not be adjusted on this account. This ceiling limit shall proportionately be increased or decreased based on the work variation / Optional additional order (if any) as awarded by the Employer during the contract period. This ceiling limit shall also be increased or decreased based on the actual tax components incurred by the contractor towards Price variation payments during the contract period, as per approval of the Engineer / the Employer.

If any rates of tax are increased or decreased, a new tax is introduced, an existing tax is abolished in the course of performance of contract, an equitable adjustment of the contract price shall be made to fully take into account any such change by addition to the contract price or deduction therefrom, as the case may be.

3.5 SCHEDULE OF PAYMENTS**3.5.1 PRICE CENTRE 'A1' –PRELIMNARIES and GENERAL REQUIREMENTS:**

Cost Centers	Description	Quantity	INR	USD	EURO	JPY	Percentage for Sub-Items
	Obtain the" Notice of No Objection" or "Notice of No Objection subject to....." from the Employer's Representative for :						
A1.1	Project Management	10Months					25%
A1.2	Various Plans to be submitted throughout the Contract.	Item					5%
A1.3	Monthly Program to be submitted throughout the Contract.	10No.					10%
A1.4	Provide, Erect, Equip and Maintain Project Office and other Site Offices as required for Contractor's Staff.	Item					5%
A1.5	System Reliability, Availability and. Maintainability Plans and audits.	Item					10%
A1.6	OHS&E Plans.	Item					5%
A1.7	Compliance with Occupational Safety, Health and Environmental Plans & Audits	Item					10%
A1.8	Interface Management Plan and audits	Item					10%
A1.9	Quality Assurance & Quality Control Plans & Audits	Item					10%
A1.10	Submission of PI Insurance, Performance Security, and other insurances, etc...	Item					5%
A1.11	Contractor's Staff Organisation Plan & Key Staff.	Item					5%
A1.12	any other item(s) considered necessary to comply with the scope of works (nature to be precised hereunder)						0%
Total for Cost Center A1							100%

Proportionate payment for the completed items under each cost centre.

3.5.2 PRICE CENTRE 'A2' – PRELIMINARY DESIGN

Cost Centers	Description	INR	USD	EURO	JPY	Percentage for Sub-Items to be worked out at the time of signing of Contract Agreement)
	Obtain the "Notice of No Objection" or "Notice of No Objection subject to....." from the Employer's Representative for :					
A2.1	Overall System Design					3%
A2.2	Preliminary System design for CCTV Video Surveillance systems.					12%
A2.3	Interface definitions with the designated contractors/departmetns and internal interface definitions.					15%
A2.4	Documentation for line side equipment for all sections Including the requirement of power, space and mounting details					10%
A2.5	Documentation for indoor /station field equipment for all sections including the requirement of power, space and mounting details					20%
A2.6	Layout Plan of equipment and cables etc. in various Control Centres.					10%
A2.7	Updating of the preliminary System design for CCTV Video Surveillance systems.					10%
A2.8	Updating of the specifications for line side equipment for all sections Including the requirement of power, space and mounting details					10%
A2.9	Updating of the specifications for indoor equipment for all sections including the requirement of power, space and mounting details					10%
A2.10	Any other item(s) considered necessary to comply with the scope of works (nature to be described hereunder).					0%
Total for Cost Center A2						100%

Note: Proportionate payment for the completed items under each cost centre.Requirements.

3.5.3 PRICE CENTRE 'B' – Detailed Design

Cost Centers	Description	INR	USD	EURO	JPY	Percentage for Sub-Items
B.1						
B.2						
B.3						
B.4						
B.5						
B.6						
B.7						
B.8						
B.9						
Total for Cost Center B					100%	

The List of detailed design deliverables and percentage of payment will be included part of contract agreement. Proportionate payment for the completed items under each cost centre.

3.5.4 PRICE CENTRE 'C' – Manufacture and Delivery

Cost Centers	Description	INR	USD	EURO	JPY	Percentage for Sub-Items
	Obtain the "Notice of No Objection" or "Notice of No Objection subject to....." from the Employer's Representative for each of the following Items after:					10%
	certification of type tests					
	certification of factory acceptance test					
	submission of Bank guarantee					
	proof of insurance					
C.1	Equipment installation methods, floor plans, cable route plans, cable termination and distribution plans.					10%
C.2	Delivery of CCTV and associated accessories for the OCC and Stations at Contractor's premises in Chennai					60%
C.3	Delivery of Video Analytics and associated Hardware/Software					20%
C.4	Any other item(s) considered necessary to comply with Scope of Work.					
Total for Cost Center C						100%

Note: The percentage of payment for individual subsystems will be included as part of contract agreement.

90% payment for each sub system will be made on completion of detailed design and delivery of materials at site, with Open Case inspection. Balance 10% payment will be made on completion of Installation Acceptance Certificate of the respective system.

3.5.5 PRICE CENTRE 'D' – Installation and Site testing

Cost Centers	Description	INR	USD	EURO	JPY	Percentage for Sub-Items
	Obtain the "Notice of No Objection" or "Notice of No Objection Subject to ---" from the Employer's Representative for:					
D.1	Delivery to Site from Contractor's Premises in Chennai, installation and testing (includes pre-installation tests, post installation tests and PAT) of all equipment such as CCTV system, Video Analytics and associated accessories for Elevated stations of Corridor-2.					50%
D.2	Obtain as above for remaining Elevated and under ground stations as per proposed list of stations as per Bid.					50%
Total for Cost Center D					-	100%

Note: Payment for each item above 30% on bringing items to site, 40% on completion of IAT and 30% on completion of PAT.

3.5.6 PRICE CENTRE 'E' - SYSTEM ACCEPTANCE TESTS AND INTEGRATION TESTING AND COMMISSIONING AND OPERATIONAL ACCEPTANCE

Cost Centers	Description	INR	USD	EURO	JPY	Percentage for Sub-Items
	Obtain the "Notice of No Objection" or "Notice of No Objection Subject to ---"from the Employer's Representative for:					
E.1	Completion of System Acceptance Tests (SAT) for the CCTV Video Surveillance Systems along with Video Analytics.					30%
E.2	Obtain as above for: Completion of Integration Testing and Commissioning Tests for CCTV Video Surveillance Systems along with Video Analytics.					30%
E.3	Obtain as above for: Completion of Trials.					10%
E.4	On completion of services for inspection					10%
E.5	Submission of 'As Built Drawings'					5%
E.6	Operational acceptance certificate for CCTV Video Surveillance Systems along with Video Analytics.					15%
E.7	Any other item(s) considered necessary to comply with Scope of Work. (Nature to be précised hereunder)					0%
Total for Cost Center E						100%

Proportionate payment for the completed items under cost centre E.1; rest of the cost centres on completion.

3.5.7 PRICE CENTRE 'T&M-A Training'

Cost Centers	Description	INR	USD	EURO	JPY
	Obtain the "Notice of No Objection" or "Notice of No Objection Subject to ---" from the Employer's Representative for:				
T&M-A1	Training of Employer's maintenance personnel as per the requirements in Part 2, cost per instructor week				
T&M-A2	Training of Employer's operating personnel as per the requirements in Part 2, cost per instructor week				
T&M -A COST CENTER TOTAL: Carried To Cost Center Summary					

Payment on completion of each cost centres.**3.5.8 PRICE CENTRE 'T&M-B Manuals'**

Cost Centers	Description	INR	USD	EURO	JPY
	Obtain the "Notice of No Objection" or "Notice of No Objection Subject to ---" from the Employer's Representative on delivery of the following draft Manuals and final manuals as per requirements specified in Part 2.				
T&M-B1	Draft Operating Manual (Original plus copies in the required format)				
T&M-B2	Final Operating Manual (original plus copies in the required format)				
T&M-B3	Draft Maintenance Manual (Original plus copies in the required format)				
T&M-B4	Final Maintenance Manual (original plus copies in the required format)				
T&M-B5	Sub-systems/Systems spare parts catalogue (original plus copies in the required format)				

T&M-B6	Any other item(s) considered necessary to comply with Scope of Work. (nature to be specified hereunder)				
T&M -B COST CENTER TOTAL: Carried To Cost Center Summary					

Payment on completion of each cost centres.

3.5.9 PRICE CENTRE 'MISC A -Contract spares'

Cost Centers	Description	INR	USD	EURO	JPY
	Obtain the "Notice of No Objection" or "Notice of No Objection Subject to ---"from the Employer's Representative for delivery of the following in accordance with the Employer's Requirements:				
MISC-A1	Delivery to Site of Contract Spares, as per requirements specified in Part 2				
MISC-A2	Any other item(s) considered necessary to comply with Scope of Work.				
MISC -A COST CENTER TOTAL: Carried To Cost Center Summary					

Payment on completion of each cost centres.

3.5.10 PRICE CENTRE 'MISC B -Comprehensive Maintenance'

Cost Center s	Description	Man Month s	Prices per Man Month				Total Prices			
			IN R	US D	EUR O	JP Y	IN R	US D	EUR O	JP Y
	Obtain the “Notice of No Objection” or “Notice of No Objection Subject to --- “from the Employers’ Representative for completion of the following in accordance with the Employer’s Requirements:									
MISC- B1	CAMC (preventive maintenance and other maintenance works part of Scheduled maintenance activities) during 2 Years of DLP period.									
MISC- B2	Comprehensiv e Maintenance of the CCTV Video Surveillance system, as per requirements spelt out in Part 2, for 5 years from date of completion of DLP.									
	COST CENTER MISC-B TOTAL CARRIED TO COST CENTER SUMMARY									

Payment on Quarterly basis for MISC-B.

4 Technical Proposal

- 4.1 Site Organization
- 4.2 Method Statement
- 4.3 Mobilization Schedule
- 4.4 Construction Schedule
- 4.5 Design Schedule
- 4.6 Plant
- 4.7 Occupational Health, Safety and Environmental Plan
- 4.8 Schedule of Guarantee
- 4.9 Personnel – Form PER-1: Proposed Personnel
- 4.10 Personnel – Form PER-2: Resume of Proposed Personnel
- 4.11 Form EQU- Equipment
- 4.12 Spare parts
- 4.13 Proposed subcontractors for Major items of Plant design, supply and Installation Services
- 4.14 Certificate confirming No deviation from tender conditions

4.1 SITE ORGANISATION

[Insert technical proposal for Site Organization]

4.2 METHOD STATEMENT

[Insert technical proposal for Method Statement]

4.3

MOBILIZATION SCHEDULE

[Insert technical proposal for Mobilization Schedule]

4.4 CONSTRUCTION SCHEDULE

[Insert technical proposal for Installation, Testing & Commissioning and Maintenance Plans, Activities and Schedule]

4.5 Design Schedule

[Insert and/or draw Design Calculations, Plans and Submissions in accordance with Employer's Requirement and Drawing.]

4.6 PLANT

[Insert technical proposal for proposed plant setup and its capabilities if applicable]

4.7 Occupational, Health, Safety and Environmental Plan

[Insert Technical Proposal for OHSE Plan including
Environmental Management Plan (EMP),
Resettlement Plan (RP),
Gender Action Plan (GAP) and
Social Development Plan (SDAP) etc.,]

4.8 Form SOG: Schedule of Guarantee

[The Bidder shall copy in the left column of the table below, the identification of each Performance/Specific Guarantee required in Technical Requirements stated by the Employer.]

(NOT USED)

Required Performance/ Specific Guarantee	Value of Performance/Specific of Guarantee of the Proposed Plant and Equipment
1.	
2.	
3.	
..	

4.9 Form PER-1: Proposed Personnel

Date: *[insert date of Bid Submission]*
Bidder's Legal Name: *[insert full name]*
JV Member Legal Name: *[insert full name]*
IFB NO: ASA-02B
Page *[insert page number]* of *[insert page number]*

[The Bidder shall provide the names of suitably qualified personnel to meet the specified requirements stated in Part-2, Employer's Requirements. 'Title of Position' shall be filled in with key positions as listed in the above clause]

1.	Title of position
	Name
2.	Title of position
	Name
3.	Title of position
	Name
4.	Title of position
	Name

4.10 Form PER-2: Resume of Proposed Personnel

Date: *[insert date of Bid Submission]*Bidder's Legal Name: *[insert full name]*JV Member Legal Name: *[insert full name]*

IFB NO: ASA-02B

Page *[insert page number]* of *[insert page number]*

[The Bidder shall provide the data on the experience of the personnel indicated in Form PER-1, in the form below:]

Name of the Bidder		
Position		
Personnel Information	Name	Date of Birth
	Professional Qualifications:	
Present Employment:	Name of the Employer:	
	Address of Employer:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	E-mail:
	Job Title:	Years with present employer:

[The Bidder shall summarize professional experience over the last 20 years, in a reverse chronological order. Indicate particular technical and managerial experience relevant to the position of the proposed personnel.]

From	To	Relevant Technical and Management Experience
		Company:
		Project:
		Position:
		Experience:
		Company:
		Project:
		Position:
		Experience:

		Company:
		Project:
		Position:
		Experience:
		Company:
		Project:
		Position:
		Experience:

Certification:

Key Personnel

I, the undersigned, certify to the best of my knowledge and belief that:

- (i) This CV correctly describes my qualifications and my experience;
- (ii) I am committed to undertake the assignment within the validity of Proposal;
- (iii) I am, pursuant to Part 2 of this document, eligible for engagement.

I understand that any incorrect information given above may lead to my disqualification or dismissal, if engaged.

_____ **Date:** _____

[Signature of Key Personnel]

Bidder

Certified that I have verified the credentials of Mr proposed for the key position of

Authorized Signatory

4.11 Form EQU: EQUIPMENT

Date: [insert day, month, year] Bidder's Legal Name: [insert full name]

JV Member Legal Name: [insert full name]

IFB NO: ASA-02B

Page [insert page number] of [insert page number]

[The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria, Clause 1.1.2 for Single-Stage Bidding or Clause 1.2 for Two-Stage Bidding. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder]- Note: Clause 1.1.2 -requirements of Key equipment, could not be located in EQC.

Item of Equipment		
Equipment information	Name of manufacturer:	Model and power rating:
	Capacity:	Year of manufacture:
Current status	Current Location:	
	Details of current commitments:	
Source	Indicate source of the Equipment: ☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured	

Omit the following information for equipment owned by the Bidder.

Owner	Name of Owner:	
	Address of owner:	
	Telephone:	Contact name and title:
	Fax:	Telex:
Agreements	Details of rental/lease/manufacture agreements specific to the project:	

4.12 Form SPA: Spare Parts

[Insert spare parts, consumable list]

4.13 Form SUB: Proposed Subcontractors for Major Items of Plant and Installation Services

(Bidders to propose this form for each of the following items in line with Cl. No. 12.20 of Part-2, Section VI-A General Specification).

A list of major items of Plant and Installation Services is provided below.

The following Subcontractors and/or manufacturers are proposed for carrying out the item of the facilities indicated. Bidders are free to propose **more than one** for each item.

Proposed Manufacturer						
Country of manufacture						
Governing standard(s)						
Outline specifications and catalogue extractions (to be provided in a separate attachment)						
Total Experience of Manufacturer						
Units provided:						
EQC Criteria:						
Evidence of previous service history (including client's certificate or System Integrator Certificate)						
Equipment Manufacturer	Country (Origin of Manufacturing)	Project Name	Client's Name	Date of Commissioning	Years in Service	Nos. of Unit

4.14 Certificate confirming No deviation from tender conditions

This is to certify that we, M/s. *[Insert name of the company (Single Entity / JV)]* have carefully examined all the contents of the bidding documents including all Addendums / Corrigendum.

We hereby confirm that our technical bid is fully and truly compliant with the tender conditions in totality (Part 1, Part 2 and Part 3) inclusive of all addendums / corrigendum.

We hereby confirm that all implicit and explicit deviations, comments, remarks, mentioned elsewhere in our technical bid shall be treated as NULL and VOID and stand withdrawn.

It is further certified that there are no additional comments, remarks, deviations, terms & conditions in our financial package. If any deviation found, it shall be treated as NULL and VOID and stands 'withdrawn from bid.'

Signature of the Bidder

5. Form MAN: Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]

Date: *[insert date (as day, month and year) of Bid Submission]*
IFB No.: *[insert number of bidding process]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer or Manufacturer's authorized agent]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a Bid the purpose of which is to provide the following goods, manufactured by us *[insert name and/or brief description of the goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 11, Defect Liability, of the General Conditions of Contract, with respect to the goods offered by the above firm.

Name: *[insert complete name of person signing the Bid]*

In the capacity of *[insert legal capacity of person signing the bid]*

Signed: *[insert signature of person whose name and capacity are shown above]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

6. Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding Forms included hereunder:

Form ELI -1	: Bidder Information Form
Form ELI -2	: JV Member Information Form
Form SOB-JV	: Structure of the Bidder (In case of JV/Consortium)
Form CON	: Historical Contract Non-Performance and Litigation
Form FIN -1	: Financial Situation
Form FIN -2	: Average Annual Turnover
Form FIR -1	: Financial Resources
Form FIR -2	: Current Contract Commitments
Form EXP -1	: General Experience
Form EXP -2(a), 2(b)	: Specific Experience

Form ELI-1: BIDDER INFORMATION FORM

Date: *[insert day, month, year]*

IFB NO: ASA-02B

Page *[insert page number]* of *[insert page number]*

[Bidders shall provide the following information:]

Bidder's legal name

[insert full name]

In case of a JV, legal name of the representative member and of each member:

[insert full name of each member in the JV and specify the representative member]

Bidder's actual or intended country of registration:

[insert country of registration]

Bidder's actual or intended year of incorporation:

[insert year of incorporation]

Bidder's legal address in country of registration:

[insert mailing address]

Bidder's authorized representative information

Name: *[insert full name]*

Address: *[insert mailing address]*

Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]*

E-mail address: *[insert e-mail address]*

1. Attached are copies of original documents of Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above.
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form ELI-2: JV MEMBER INFORMATION FORM

Date: *[insert day, month, year]*

IFB NO: C1&2-

Page *[insert page number]* of *[insert page number]*

[The following form is additional to Form ELI-1, and shall be completed to provide information relating to each JV member, in case if the Bidder is a JV. The documents listed /stated as required shall be submitted as attachments hereto.]

Bidder's legal name:

[insert full name]

JV Member's legal name:

[insert full name of Bidder's Party]

Percentage participation in the JV for each JV members:

JV Member's country of registration:

[insert country of registration]

JV Member's year of incorporation:

[insert year of incorporation]

JV Member's legal address in country of registration:

[insert mailing address]

JV Member's authorized representative information

Name: *[insert full name]*

Address: *[insert mailing address]*

Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]*

E-mail address: *[insert E-mail address]*

1. Attached are copies of original documents of Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above.
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Note: Memorandum of understanding / JV agreement shall be provided separately.

Form SOB – JV: Structure of the Bidder (Only for JV/Consortium)

The Bidder shall supply a chart particularizing the structure of the Bidder (identifying all companies comprising the Bidder in the event that the Bidder is a consortium) and the ownership of the Bidder including the ownership of each of the companies comprising the Bidder, identifying all respective intermediate and ultimate holding companies.

COMPOSITION OF THE BIDDER

1. A notarized copy of Consortium Agreement or MoU relating to the composition of the Bidder shall be submitted, if the Bidder is a Consortium. Should the Bidder be an entity established or to be established to Bid for this Contract, details of the shareholders' agreement or proposed shareholders' agreement shall be supplied together with the percentage participation and percentage equity in the agreements.
2. The contractual agreements and copies of agreements or MoU in relation thereto must, as a minimum, provide information on all members or particulars involved, their respective participation in the Bid, the management structure, ownership and control of the members or participants comprising the Bidder and the name of the Lead Member who would have overall lead management responsibility for the Works, the registered addresses of all parties and the names of their respective senior partners, chairmen or managing directors as appropriate. Such agreements should also reflect the joint and several liabilities of the members to the Employer in the event that the Contract is awarded to them and provide "deadlock" provisions in the event that decisions of the Consortium cannot be reached by unanimous agreement.
3. The Bidder shall confirm and provide the broad scope split of work amongst the Consortium members. However, the JV bidder shall be responsible to meet the contract obligations on jointly and severally as per GC 1.14 of conditions of contract.
4. The Bidder shall provide written confirmation that *(To be submitted in Contractor's letter Head)*:
 - a) The agreement or agreements submitted represent the entire agreement between the members or participants comprising the Bidder as to the Bidder's legal persona;
 - b) There is or are no other agreements relating to the Bidder's incorporation, powers or organization which may affect in any way its ability to carry out the Works; and
 - c) No changes will be made to any such agreements during the Bidding period or during the contract period (if contract awarded) without first obtaining the Employer's agreement to the proposed change or changes.
5. In case of MoU, a proper JV agreement shall be submitted to the Employer after award of the Work.

Form CON: HISTORICAL CONTRACT NON-PERFORMANCE AND LITIGATION*[The following table shall be filled in for the Bidder, and for each member if the bidder is a JV]*Date: *[insert day, month, year]* Bidder's Legal name: *[insert full name]*JV Member's Legal Name: *[insert full name]*

IFB NO: ASA-02B

Page *[insert page number]* of *[insert page number]***1. History of Non-Performing Contracts:**

Non-Performing Contracts			
In accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.1, since 1st January 2020,			
<i>[The Bidder shall indicate the applicable wording below by checking the appropriate box.]</i>			
☐ contract non-performance did not occur.			
☐ contract non-performance occurred as indicated below:			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract identification: <i>[insert complete contract name, number, and any other identification]</i> Name of the Employer: <i>[insert full name]</i> Address of Employer: <i>[insert mailing address]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> Email address: <i>[insert email address]</i> Reason(s) for non-performance: <i>[indicate main reason(s)]</i>	<i>[insert current value, currency, exchange rate and INR equivalent]</i>

2. Pending Litigation

Pending Litigation				
In accordance with Section III, Evaluation and Qualification criteria, sub factor 2.2.2, <i>[The Bidder shall choose the relevant wording below by checking the appropriate box.]</i> ☐ there is no pending litigation involving the bidder. ☐ there is pending litigation involving the bidder as indicated below:				
Year of dispute	Amount in dispute (currency)	Outcome as Percentage of Net Worth	Contract Identification	Total Contract Amount
<i>[insert year]</i>	<i>[insert amount]</i>	<i>[insert percentage]</i>	Contract identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of the Employer: <i>[insert full name]</i> Address of Employer: <i>[insert mailing address]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> Email address: <i>[insert email address]</i> Party who initiated Litigation: <i>[indicate "Employer" or "Contractor"]</i> Matter in dispute: <i>[indicate main issues in dispute]</i>	<i>[insert current value, currency, exchange rate and INR equivalent]</i>

3. Litigation History

Litigation History		
In accordance with Section III, Evaluation and Qualification criteria, sub factor 2.2.3, Since 1st January 2017, <i>[The Bidder shall choose the relevant wording below by checking the appropriate box.]</i> ☐ there are no court orders against the bidder. ☐ there are court orders against the bidder as indicated below:		
Year of award	Contract Identification	Total Contract Amount
<i>[insert year]</i>	Contract identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of the Employer: <i>[insert full name]</i> Address of Employer: <i>[insert mailing address]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> Email address: <i>[insert email address]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the litigation: <i>[indicate "Employer" or "Contractor"]</i> Abstract of the court order: <i>[state concisely the court order concerning main issues in dispute]</i>	<i>[insert current value, currency, exchange rate and INR equivalent]</i>

Form FIN-1: FINANCIAL SITUATION

[The following table shall be filled in for the Bidder, and for each member of a JV if the Bidder is a JV. The document listed / stated as required shall be submitted as attachments hereto]

Date: [insert day, month, year] Bidder’s Legal name: [insert full name]

JV Member’s Legal Name: [insert full name]

IFB NO: ASA-02B

Page [insert page number] of [insert page number]

1. Financial Data

Type of Financial information in (Currency)	Historic information for previous five (5) years (amount in currency, currency, exchange rate, INR equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Information from Balance Sheet					
Total Assets (TA)					
Total Liabilities (TL)					
Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Profits After Taxes (PAT)					

2. Financial Documents

The Bidder and its parties shall provide copies of the financial statements⁽ⁱ⁾ for 5 years indicated in Section III, Evaluation and Qualification Criteria Sub-Factor 2.3.1. The financial statements shall:

- (a) Reflect the financial situation of the legal entity(ies) comprising the Bidder or in case of JV, of each member, and not of the affiliated entities (such as parent company(ies), group companies or subsidiaries) of the Bidder unless they are parties to the Bidder under a JV in accordance with ITB 4.1.
- (b) Be independently audited or certified in accordance with local legislation.
- (c) Be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

Attached herewith are copies of financial statements for 5 years required above; and complying with the requirements.

Notes for the bidder:

1. If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

Form FIN-2: AVERAGE ANNUAL TURNOVER

[The following table shall be filled in for the Bidder, and for each JV member if the Bidder is a JV]

Date: *[insert day, month, year]* Bidder's Legal name: *[insert full name]*

JV Member's Legal Name: *[insert full name]*

IFB NO: ASA-02B

Page *[insert page number]* of *[insert page number]*

Annual Turnover Data			
Year	Amount and Currency	Exchange rate	INR Equivalent
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>	<i>[insert applicable exchange rate]</i>	<i>[insert amount in INR equivalent]</i>
Average Annual Construction Turnover			

Notes for the Bidders:

Total INR equivalent for all years divided by the total number of years, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.2 as appropriate.

Form FIR -1: Financial Resources

[The following table shall be filled in for the Bidder, and for each JV member if the Bidder is a JV.]

Date: [insert day, month, year] Bidder's Legal Name: [insert full name]

JV Member's Legal Name: [insert full name]

IFB No.: ASA-02B

Page [insert page number] of [insert total number] pages

[Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract as specified in Section III, Evaluation and Qualification Criteria, sub-factor 2.3.3 as appropriate.]

Financial Resources		
No.	Source of financing	Amount (INR equivalent)
1		
2	RE	
3		

Notes for the Bidders

1. Sources of financing may include working capital (to be taken from FIN-1), Credit Line (to be substantiated by a letter from the bank issuing the line of credit), etc.

Form EXP-1: GENERAL EXPERIENCE

[The following table shall be filled in for the Bidder, and for each JV member if the Bidder is a JV.]

Date: [insert day, month, year]
Bidder’s Legal name: [insert full name]

JV Member’s Legal Name: [insert full name]

IFB NO: ASA-02B

Page [insert page number] of [insert page number]

[The Bidder shall Identify contracts that demonstrate continuous experience pursuant to Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.1. and list contracts chronologically, according to their commencement (starting) dates.]

General Construction Experience			
Starting Year	Ending year	Contract Identification	Role of Bidder
[indicate year]	[indicate year]	Contract Name: [insert full name] Brief description of the contract performed by the Bidder: [describe the contract performed briefly] Amount of Contract: (insert amount in currency, mention currency used, exchange rate and INR equivalent) Name of Employer: [insert full name] Address: [insert mailing address]	[insert “Prime Contractor (single entity or JV member)” or “Subcontractor”]

Form EXP-2 (a): SPECIFIC EXPERIENCE

[The following table shall be filled in by the Bidder, and for each JV member if the Bidder is a JV.]

Date: [insert day, month, year]
Bidder's Legal name: [insert full name]

JV Member's Legal Name: [insert full name]

IFB NO: ASA-02B

Page [insert page number] of [insert page number]
[The Bidder shall fill out one (1) form per contract, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.2(a)]

Contract of Similar Size and Nature			
Similar Contract No. [insert number] of [insert number of similar contracts required]	Information		
Contract Identification	[insert contract name and reference identification number, if applicable]		
Award Date	[insert day, month, year; e.g., 15 March, 2015]		
Completion Date	[insert day, month, year; e.g., 15 July, 2017]		
Role in Contract [check in appropriate box]	Prime Contractor		
	Single entity ☐	JV Member ☐	
Total Contract Amount	[insert total contract amount and currency(ies)]		INR [Insert exchange rate and total contract amount in INR equivalent]
If member in a JV, specify participation in total Contract amount	[insert percentage participation]	[insert total contract amount and currency(ies)]	INR [Insert exchange rate and total contract amount in INR equivalent]
	[describe participation in JV and work performed]		
Employer's Name:	[insert full name]		
Address:	[insert mailing address]		
Telephone/fax number	[indicate telephone/fax number, including country and city area codes]		
E-mail:	[insert E-mail address, if available]		
Description of the similarity in accordance with Sub-Factor 2.4.2(a) of Section III:	[Fill the respective criteria / rows related to the proposed experience credential]		
1. Physical size of required works items	[insert physical size of items]		
2. Complexity	[insert description of complexity]		

Contract of Similar Size and Nature	
Similar Contract No. <i>[insert number] of [insert number of similar contracts required]</i>	Information
3. Methods/Technology	<i>[insert specific aspects of the methods/technology involved in the Contract]</i>
4. Other Characteristics	<i>[insert other characteristics as described in Section VI, Employer's Requirements]</i>
Attached herewith are the copies of originals of: (a) abstracts of contract documents, JV Agreements, etc. evidencing that the size and nature of the above-mentioned contract meets the requirements specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.2(a). (b) the end-user certificate(s) (i.e., Taking-over Certificate(s)/ Completion Certificate(s)), evidencing that the above-mentioned contract has been successfully completed.	

Form EXP-2 (b): Experience in Key Activities

[The following table shall be filled in for Contracts performed by the Bidder and by each member of a JV.]

Date: [insert day, month, year] Bidder's Legal Name: [insert full name]

Joint Venture Party Legal Name: [insert full name] Subcontractor's Legal Name: [insert full name]

IFB No.: [insert number]

Page [insert page number] of [insert total number] pages

[Fill out one (1) form per Contract, in accordance with Section III, Evaluation and Qualification Criteria (Without Prequalification), Sub-Factor 2.4.2(b).]

1. Key Activity No. (1): [insert brief description of the Activity, emphasizing its specificity]

Total Quantity of Activity under the Contract: _____

Contract with Similar Key Activities Information				
Item	Information			
Contract Identification	[insert Contract name and number, if applicable]			
Award date	[insert day, month, year, e.g., 15 June, 2015]			
Completion date	[insert day, month, year, e.g., 03 October, 2017]			
Role in Contract [check the appropriate box]	Prime Contractor Single ☐ JV member ☐		Management Contractor ☐	Sub-contractor ☐
Total Contract Amount	[insert Contract amount(s) and currency(ies)]		INR [insert Exchange rate and total Contract amount in INR equivalent]	
Quantity (as applicable) performed under the Contract per year or part of the year [insert extent of participation indicating actual quantity of key activity successfully completed in the role performed]	Total quantity in the Contract (i)	Percentage participation (ii)	Actual Quantity Performed (i) x (ii)	
Year 1				
Year 2				
Year 3				
Year 4				
Employer's Name	[insert full name]			

Address	<i>[indicate street / number / town or city / country]</i>
Telephone/fax number	<i>[insert telephone/fax numbers, including country and city area codes]</i>
E-mail	<i>[insert E-mail address, if available]</i>

- 2. Activity No. (2) _____
- 3. Activity No. (3) _____

7. FORM FOR SEEKING CLARIFICATION ON BIDDING DOCUMENTS

(Editable Word copy shall also be submitted by e-mail along with the signed PDF copy)

Name of the Bidder:

SI No.	Part/ Section No.	Clause No.	Original Bid Condition	Bidder's Query
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
..				
..				
Continue as required				

8. SAMPLE FORMAT FOR BANKING REFERENCE LIQUIDITY

[To be submitted on the letter head of the Bank with Contact Details, Address, Phone Number, E-mail ID etc.]

BANK CERTIFICATE

This is to certify that M/s is a reputed company with a good financial standing.

If the contract for the work, namely.....is awarded to the above firm, we shall provide overdraft/credit facilities to the extent of Rs. to meet their working capital requirements for executing the above contract.

Signature: _____

Name of the Bank: _____

Bank Manager: _____

Address of the Bank: _____

Change the text as follows for Joint Venture/Consortium

[This should be given by the JV Members in proportion to their percentage participation]

This is to certify that M/swho has formed a JV/Consortium with M/s And M/s for participating in this Bid, is a reputed company with a good financial standing.

If the contract for the work, namely.....is awarded to the above joint venture/consortium, we shall provide overdraft/credit facilities to the extent of Rs.to meet their working capital requirements for executing the above contract.

Signature: _____

Name of the Bank: _____

Bank Manager: _____

Address of the Bank: _____

9. FORM ACK. Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans

A) I, [insert name and position of authorized signatory], being duly authorized by [insert name of Bidder/members of joint venture ("JV")] (hereinafter referred to as the "Bidder") to execute this Acknowledgement of Compliance with the Guidelines for Procurement under Japanese ODA Loans, hereby certify on behalf of the Bidder and myself that:

- (i) all information provided in the Bid submitted by the Bidder and its subcontractors for [insert name of the Project, and name, number and identification of lot(s) (contracts(s)) as stated in BDS 1.1] is true, correct and accurate to the best of the Bidder's and my knowledge and belief; and
- (ii) the Bidder or any of its subcontractors has not, directly or indirectly, taken any action which is or constitutes a corrupt or fraudulent practice and is not subject to any conflict of interest as stipulated in the relevant section of the Guidelines and the Bidding Document.

<If debarment for more than one year by the World Bank Group is NOT imposed, use the following sentence B).>

B) I certify that the Bidder has NOT been debarred by the World Bank Group for more than one year since the date of issuance of Invitation for Bids.

<If debarment for more than one year by the World Bank Group has been imposed BUT three (3) years have passed since the date of such debarment decision, use the following sentence B').>

B') I certify that the Bidder has been debarred by the World Bank Group for a period more than one year BUT that on the date of issuance of Invitation for Bids at least three (3) years had passed since the date of such debarment decision. Details of the debarment are as follows:

Name of the debarred firm	Starting date of debarment	Ending date of debarment	Reason for debarment

C) I certify that the Bidder will not enter into a subcontract with a firm which has been debarred by the World Bank Group for a period more than one year, unless on the date of the subcontract at least three (3) years have passed since the date of such debarment decision.

D) I certify, on behalf of the Bidder and its subcontractors, that if selected to undertake works and services in connection with the Contract, the Bidder and its subcontractors shall carry out such works and services in continuing compliance with the terms and conditions of the Contract.

E) I further certify, on behalf of the Bidder and its subcontractors, that if the Bidder and any of its subcontractors is requested, directly or indirectly, to engage in any corrupt or fraudulent practice under any applicable law, such as the payment of a rebate, at

any time or any stage of a process of procurement such as negotiations, execution or implementation of contract (including amendment thereof), the Bidder shall report all relevant facts regarding such request to the relevant section in JICA (details of which are specified below) in a timely manner.

JICA's information desk on fraud and corruption (A report can be made to either of the offices identified below.)

(1) JICA Headquarters: Legal Affairs Division, General Affairs Department

URL: <https://www2.jica.go.jp/en/odainfo/index.php>

Tel: +81 (0)3 5226 8850

(2) JICA India office:

16th Floor, Hindustan Time House, 18-20, Kasturba Gandhi Marg,

New Delhi - 110-001, INDIA

Tel: +91-11-4768 5500

The Bidder acknowledges and agrees that the reporting obligation stated above shall NOT in any way affect the Bidder's responsibilities, obligations or rights, under relevant laws, regulations, contracts, guidelines or otherwise, to disclose or report such request or other information to any other person(s) including the Employer or to take any other action, required to or allowed to, be taken by the Bidder. The Bidder further acknowledges and agrees that JICA is not involved in or responsible for the procurement process in any way.

- F) If any of the statements made herein is subsequently proven to be untrue or incorrect based on facts subsequently determined, or if any of the warranties or covenants made herein is not complied with, the Bidder will accept, comply with, and not object to any remedies taken by the Employer and any sanctions imposed by or actions taken by JICA.

Authorized Signatory

[insert name of signatory; title]

For and on behalf of

[insert name of the Bidder] Date: [insert date]

10. Form of Bid Security (Bank Guarantee)

[*Guarantor letterhead or SWIFT identifier code*]

Beneficiary: [*insert its name and address*]

IFB No.: [*insert number of Invitation for*

Bids] **Date:** [*insert date of issue*]

BID GUARANTEE No.: [*insert guarantee reference number*]

Guarantor: [*insert name and address of place of issue, unless indicated in the letterhead*]

We have been informed that [*insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof*] (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of [*insert description of contract*].

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [*insert amount in words*] ([*insert amount in figures*]) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letters of Technical Bid and Price Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders of the Beneficiary's bidding document.

This guarantee shall expire and be returned to us: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i)

our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[signature(s)]

[Note: All italicized text is for use in preparing this form and shall be deleted from the final product]

11. FORM OF PARENT COMPANY UNDERTAKING

(If Applicable)

THIS UNDERTAKING is made the day of
BY[] [whose registered office is at]/[of] [], together with
its successors and assigns, ("the Parent Company"). TO M/S RAILTEL
CORPORATION OF INDIA LIMITED, whose registered office is located at No.275E
EVR Periyar Salai, 4th floor CAO/CN Construction Building, Egmore , Chennai- 600008,
together with its successors and assigns, ("the Employer").

WHEREAS

(A) By a Contract No. [] dated [] ("the Contract") made
between (1) the RAILTEL CORPORATION OF INDIA LIMITED ("the Employer") and (2)
[] ("the Contractor"),

the Contractor has agreed to design, execute, complete and remedy any defects in
the works ("the Works") upon the terms and conditions contained in the Contract.

(B) Pursuant to the terms of the Contract, the Contractor has agreed to procure the
provision of an undertaking in the terms hereof.

(C) The Parent Company is the beneficial owner of [] % [see Note 1]
of the issued share capital of [the Contractor] [see Note 2].

(D) At the request of the Contractor, the Parent Company has agreed to provide
this undertaking.

NOW IT IS HEREBY UNDERTAKEN AND AGREED as follows:

1. In consideration of the Employer entering into the Contract with the Contractor, the
Parent Company hereby undertakes to the Employer that, the parent company will
inform the Employer, in the event, it:

(a) sells, transfers, assigns or otherwise dispose of or deal with ownership of the whole
or any part of EITHER [the shareholding or other interest in the [Contractor] [see Note
3] OR [the share holdings or other interests] [see Note 4] referred to in Recital (C) in
any way which will affect the beneficial ownership and control in [the Contractor] [see
Note 3] of the Parent Company [and the other companies referred to in Recital (C)]
[see Note 5]; and

(b) transfers the ownership / control of the subsidiary or of the parent company, an
updated Parent Company Guarantee and Parent Company Undertaking will be
provided from the new holding/Parent Company.

Further, the Parent Company shall not take any action which may result in the
Contractor being unable to comply with his obligations or perform in any way his duties
under the Contract [or take any action which may result in [the subsidiary forming part
of the Contractor] [see Note 3] being unable to comply with his obligations or perform
in any way his duties under the [joint venture or other relevant] agreement] [see Note
6]]

until such time as the Works shall have been completed, all the Contractor's
obligations under the Contract shall have been performed and the Maintenance and
Defects Liability Period (as defined in the Contract) for the whole and every part of the
Works shall have elapsed and further that it will ensure [that the subsidiary forming
part of the Contractor will take all steps necessary to ensure [see Note 6]] compliance
by the Contractor with the provisions of the Contract.

2. The obligations of the Parent Company under this Undertaking shall remain in full force and effect and shall not be affected or discharged in any way and the Parent Company hereby waives notice of: -

(a) any suspension of the Works, variation or amendment to the Contract (including without limitation extension of time for performance) or any concession or waiver by the Employer in respect of the Contractor's obligations [and/or the obligations of [] [see Note 7];

(b) any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;

(c) the termination of the Contract or of the employment of the Contractor [and/or] [see Note 7] under the Contract for any reason;

(d) any forbearance or waiver of any right of action or remedy the Employer may have against the Contractor [and/or [] [see Note 7] or negligence by the Employer in enforcing any such right of action or remedy;

(e) any bond, undertaking, security or other guarantee held or obtained by the Employer for any of the obligations of the Contractor [and/or [] [see Note 7] under the Contract or any release or waiver thereof.

3. This Undertaking shall extend to any variation of or amendment to the Contract and to any agreement supplemental thereto agreed between the Employer and the Contractor [and/or [] [see Note 7] and for the avoidance of doubt the Parent Company hereby authorises the Employer and the Contractor [and/or [] [see Note 7] to make any such amendment, variation or supplemental agreement.

4. All documents arising out of or in connection with this Undertaking shall be served:

(a) Upon the Employer, at [] marked for the attention of [];

(b) Upon the Parent Company, at [] India. [Note 8]

5. The Employer and the Parent Company may change their respective nominated addresses for service of documents to another address in India but only by prior written notice to each other. All demands and notices must be in writing.

6. This Undertaking shall be governed by and construed according to the laws for the time being in force in India and the Parent Company agrees to submit to the jurisdiction of the courts in Chennai.

IN WITNESS where of this Undertaking has been executed as a deed on the date first before written.

THE COMMON SEAL of)

[])

Was affixed hereto)

In the presence of: -)

Notes: (for preparation of but not for inclusion in the engrossment of this Undertaking)

1. If the Parent Company is not the immediate parent company, the chain of ownership must be recited, identifying each company in the chain and the shareholdings or other interests in each subsidiary.

2. If the Contractor comprises more than one company, that fact and the joint venture or other relevant agreement must be recited. In such case, insert the name of the subsidiary forming part of the joint venture, partnership or consortium, and in respect of which the parent company undertaking is being given.
3. If Note 2 applies, refer to the subsidiary of the Parent Company and not the Contractor.
4. If Note 1 applies, use this alternative.
5. If Note 1 applies, add this provision.
6. If Note 2 applies, add this provision.
7. If Note 2 applies, add this provision and insert the name of the subsidiary.
8. The address for service shall be in India.

12. FORM OF PARENT COMPANY GUARANTEE

(If Applicable)

THIS GUARANTEE is made the _____ day of _____

BY [_____] [whose registered office is at]/[of] [_____] , together with its successors and assigns, ("the Guarantor").

TO M/S **RAILTEL CORPORATION OF INDIA LIMITED**, whose registered office is located at No.275E EVR Periyar Salai,4th floor CAO/CN Construction Building, Egmore ,Chennai- 600008, together with its successors and assigns, ("the Employer").

WHEREAS

- (A) By a **Contract No.**[] dated [] ("the Contract") made between
- 1) the **RAILTEL CORPORATION OF INDIA LIMITED** ("the Employer") and
 - 2) [] ("the Contractor"), the Contractor has agreed to design, execute, complete and remedy any defects in the Works upon the terms and conditions contained in the Contract.
- (B) Pursuant to the terms of the Contract, the Contractor has agreed to procure the provision of a guarantee in the terms hereof. [see Note 1].
- (C) At the request of the Contractor, the Guarantor has agreed to guarantee performance of the Contract by the [Contractor] [see Note 2] as set out herein.

IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the Employer entering into the Contract with the Contractor, the Guarantor irrevocably and unconditionally guarantees to the Employer as a primary obligation and not as a surety due performance by the [Contractor] [see Note 2] of all of its obligations and liabilities under and in accordance with the Contract save that nothing herein shall be construed as imposing greater obligations or liabilities on the Guarantor than are imposed on the [Contractor] [see Note 2] in the Contract.
2. The obligations of the Guarantor under this Guarantee shall remain in full force and effect and shall not be affected or discharged in any way by and the Guarantor hereby waives notice of:-
 - (a) any suspension of the Works, variation to or amendment of the Contract (including without limitation extension of time for performance) or any concession or waiver by the Employer in respect of the Contractor's obligations [and/or the obligations of [] [see Note 3] under the Contract;
 - (b) any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
 - (c) the termination of the Contract or of the engagement of the Contractor [and / or []] [see Note 3] under the Contract for any reason;
 - (d) any forbearance or waiver of any right of action or remedy the Employer may have against the Contractor [and / or []] [see Note 3] or negligence by the Employer in enforcing any such right of action or remedy;
 - (e) any bond, undertaking, security or other guarantee held or obtained by the Employer for any of the obligations of the Contractor [and / or [.....]] [see Note 3] under the Contract or any release or waiver thereof.

3. This Guarantee shall extend to any variation of or amendment to the Contract and to any agreement supplemental thereto agreed between the Employer and the Contractor [and/or] [see Note 3] and for the avoidance of doubt the Guarantor hereby authorises the Employer and the Contractor [and/or []] [see Note 3] to make any such amendment, variation or supplemental agreement.
4. This Guarantee is a continuing guarantee and accordingly shall cover all of the obligations and liabilities of the [Contractor] [see Note 2] under the Contract and remain in full force and effect until all the said obligations and liabilities of the Contractor shall have been carried out, completed and discharged in accordance with the Contract. This Guarantee is in addition to any other security which the Employer may at any time hold and may be enforced without first having recourse to any such security or taking any steps or proceedings against the Contractor.
5. Until expiry of the Maintenance and Defects Liability Period (as defined in the Contract) for the whole and every part of the Works, the Guarantor shall not on any ground whatsoever make any claim or threaten to make any claim whether by proceedings or otherwise against the Contractor [and/or []] [see Note 3] for the recovery of any sum paid by the Guarantor pursuant to this Guarantee. Any such claim shall be subordinate to any claims (contingent or otherwise) which the Employer may have against the Contractor [and/or []] [see Note 3] arising out of or in connection with the Contract until such time as such claims shall be satisfied by the Contractor [and/or []] [see Note 31] or the Guarantor as the case may be. To that intent the Guarantor shall not claim or have the benefit of any security which the Employer holds or may hold for any monies or liabilities due or incurred by the Contractor [and/or []] [see Note 31] to the Employer and, in case the Guarantor receives any sum from the Contractor [and/or []] [see Note 3] in respect of any payment by the Guarantor hereunder, the Guarantor shall hold such sum in trust for the Employer for so long as any sum is payable (contingently or otherwise) under this Guarantee.
6. The Employer shall be entitled to assign the benefit of this Guarantee at any time without the consent of the Guarantor or the [Contractor] [see Note 2] being required.
7. All documents arising out of or in connection with this Guarantee shall be served:
 - (a) Upon the Employer, at [], marked for the attention of [];
 - (b) Upon the Guarantor, at [] India [Note 4]
8. The Employer and the Guarantor may change their respective nominated addresses for service of documents to another address in India but only by prior written notice to each other. All demands and notices must be in writing.
9. This Guarantee shall be governed by and construed according to the laws for the time being in force in India and the Contractor agrees to submit to the jurisdiction of the courts of India at Chennai.

IN WITNESS whereof this Guarantee has been executed as a deed on the date first before written.

THE COMMON SEAL of)

[])

Was affixed hereto in)

The presence of: -)

Notes (for preparation of but not inclusion in the engrossment of this Guarantee):

1. *If the Contractor comprises more than one company, that fact, the joint venture or other relevant agreement and the relationship of the Guarantor to its subsidiary forming part of the Contractor must be recited.*
2. *If Note 1 applies, replace the word "Contractor" with name of the subsidiary being guaranteed.*
3. *If Note 1 applies, add additional wording and insert the name of the subsidiary being guaranteed.*
4. *The address for service shall be in India.*

13. NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this "Agreement") is made and entered into on this _____ day of , _____

2024 (the "Effective Date") at By and between RailTel Corporation of India Limited, (CIN: L64202DL2000GOI107905), a Public Sector Undertaking under Ministry of Railways, Govt. of India, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower -2, East Kidwai Nagar, New Delhi-110023 & Southern Region office at 1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road, Opp. Shoppers Stop, Hyderabad- 500 016, (hereinafter referred to as 'RailTel'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of the ONE PART, AND (CIN:), a company duly incorporated under the provisions of Companies Act, having its registered office at, (hereinafter referred to as " "), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of OTHER PART RailTel and shall be individually referred to as "Party" and jointly as "Parties WHEREAS, RailTel and, each possesses confidential and proprietary information related to its business activities, including, but not limited to, that information designated as confidential or proprietary under Section 2 of this Agreement, as well as technical and non- technical information, patents, copyrights, trade secrets, know-how, financial data, design details and specifications, engineering, business and marketing strategies and plans, forecasts or plans, pricing strategies, formulas, procurement requirements, vendor and customer lists, inventions, techniques, sketches, drawings, models, processes, apparatus, equipment, algorithms, software programs, software source documents, product designs and the like, and third party confidential information (collectively, the "Information"); WHEREAS, the Parties have initiated discussions regarding a possible business relationship for

WHEREAS, each Party accordingly desires to disclose certain Information (each Party, in such disclosing capacity, the "Disclosing Party") to the other Party (each Party, in such receiving capacity, the "Receiving Party") subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the receipt of certain Information, and the mutual promises made in this Agreement, the Parties, intending to be legally bound, hereby agree as follows:

1. Permitted Use.

(a) Receiving Party shall:

- (i) hold all Information received from Disclosing Party in confidence;
- (ii) use such Information for the purpose of evaluating the possibility of entering into a commercial arrangement between the Parties concerning such Information; and

(iii) restrict disclosure of such Information to those of Receiving Party's officers, directors, employees, affiliates, advisors, agents and consultants (collectively, the "Representatives") who the Receiving Party, in its reasonable discretion, deems need to know such Information, and are bound by the terms and conditions of (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement.

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

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

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

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

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

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

2. Designation.

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

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

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

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

4. Ownership of Information. All Information remains the property of Disclosing Party and no license or other rights to such Information is granted or implied hereby.

Notwithstanding the foregoing, Disclosing Party understands that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Information of the Disclosing Party. Notwithstanding anything to the contrary, nothing in this Agreement will be construed asa 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.

(b) 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 contractor 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.

14. 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 part

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. UNPUBLISHED 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.

22. 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:

Signature of Bidder
Name:
Designation
Place:
Date:

Seal of BA Organization

14. Pre- Bid Agreement

(If Applicable)

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 200/-. The stamp paper has to be in the name of the BA)

This Pre-Bid Agreement (the "Agreement") is made at New Delhi on this _____ Day of _____ (month) 2024. BETWEEN M/s. RailTel Corporation Of India Limited, (CIN: L64202DL2000GOI107905) a company registered under the Companies Act 1956, having its registered and corporate office at Plate- A, 6th Floor, Office Block, Tower-2, East Kidwai Nagar, New Delhi India – 110 023 and Southern Regional office at 1-10- 39 to 44, 6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road, Opp. Shoppers Stop, Hyderabad- 500 016 (hereinafter referred to as "RailTel" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the FIRST PART. AND

M/s. _XXXX_, (CIN: _) a company registered under the Companies Act 1956, having its registered office at and its Corporate Office located at, (hereinafter referred to as "_XXXX_" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the SECOND PART.

RailTel and shall be hereinafter individually referred to as "Party"

And collectively as "Parties."

Whereas,

A) RailTel is a "Mini Ratna (Category-I)" CPSU of Ministry of Railways, having exclusive right of way along Indian Railways and has created an OFC backbone and associated transport and network infrastructure to provide carrier class telecom services. RailTel has Unified License issued by DoT to provide a range of telecom services. RailTel also has two tier III certified data centres at Secunderabad and Gurugram. RailTel has created a slew of digital services like cloud, hosting, hosted Video Conferencing service, Aadhar Services, Content delivery platform, WiFi as a service etc. RailTel has strong capabilities in managing telecom infrastructure, MPLS network infrastructure, data centre services like IaaS (Infrastructure as a Service) and PaaS (Platform as a Service).

B) (DETAILS OF SECOND PART)

C) RailTel had floated an EOI No: _____
dated _____ pursuant to the TENDER floated by End Customer for“ _____

for End Customer Organization for agreed Scope of Work”(hereinafter referred as “The said work/project/tender”), and subsequently, based on the offer submitted by M/s XXXX towards the RailTel’s EOI, M/s XXXX has been selected by RailTel as Business Associate for the said Project.

D) RailTel is in the process of participating in the tender issued by end customer, complete details of which have deliberately not been shared with XXXX and XXXX has waived its right to get the TENDER document of end customer owing to confidentiality concern raised by the end customer. However, a limited scope of work on ‘need to know basis’ and as detailed in clause

1.7 below, which will be carried out by XXXX has been shared with XXXX and based on the representation of “XXXX” that “XXXX” has read the said limited Scope of Work and has understood the contents thereof and that “XXXX” has sufficient experience to execute the said limited and defined scope of work, the Parties have mutually decided to form a “ Business association” wherein RailTel shall act as the “Bidder” and “XXXX” shall act as the “business associate” in terms of the said Tender and in accordance to the terms agreed hereunder;

E) RailTel shall submit Rupees YYYY as BG against pre integrity pact at the time of submission of bid as an Integrity Pact bank guarantee to end customer and accordingly “XXXX” shall submit Rupees ZZZZ as BG of pre integrity pact on back to back

basis to RailTel before final submission of the said bid to end customer. (This is applicable on cases to case basis as per KSITIL requirement. May please read in conjunction of the current TENDER.)

F) Party hereby acknowledges that RailTel has received Rs.

/(Rs. _____) from M/s XXXX as per the Terms and conditions of EOI
no. _____
dated _____ .

G) The Parties are thus entering into this Agreement to record the terms and conditions of their understanding and the matters connected therewith.

RailTel has agreed to extend all the necessary and required support to “XXXX” during the entire contract period.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein it is hereby agreed by and between the Parties hereto as under:

1. SCOPE OF CO-OPERATION

1.1. Parties have agreed to form a “business association” to co-operate with each other on an exclusive basis with respect to execution of the said Project.

1.2. It has been further agreed between the Parties that Parties shall not bid individually for the said Project nor shall they enter into any arrangement with other parties for the purpose of bidding for the said Project during the validity of this Agreement.

1.3. The Parties also agree that the terms of the said EOI for limited and defined scope of work along with the Corrigendum's issued thereafter shall apply mutatis-mutandis to this Agreement.

1.4. The Parties further agree that they shall, enter into a 'Definitive Agreement' containing elaborate terms and conditions, role and responsibilities and respective scope of work of this Agreement after declaration of RailTel as the successful bidder of the said Project.

1.5. RailTel shall submit the PG amounting Rs. XXXXX, earnest money deposit / EMD declaration (whichever is applicable) and performance bank guarantee to End customer and accordingly "XXXX" shall submit to RailTel, BG amounting to Rs. _____ as the earnest money deposit. Further, XXXX shall also pay the performance bank guarantee in proportionate to the extent of its defined scope of work.

1.6. RailTel may further retain some portion of the work mentioned in the end organization's TENDER, where RailTel has competence so that overall proposal becomes most winnable proposal.

XXXX agrees, undertakes and acknowledges that following shall be Scope of Work of XXXX out of the total project work.:

2. Technical Terms – As per KSITIL document

3. TERM AND TERMINATION

3.1. This Agreement shall come into force as of the date of signing and shall continue to be in full force and effect till the complete discharge of all obligations, concerning the carrying out of the

_____ said Project, except terminated earlier by the Parties in terms of this Agreement or in terms of _____ the said project, whichever is applicable.

3.2. This Agreement can be terminated by either Parties forthwith in the event of happening of the following events:

(a) End customer announces or notifies the cancellation of the said Project and / or withdrawing the said TENDER.

(b) The receipt of an official communication that End customer chooses not to proceed with RailTel for the said Project or RailTel is not short listed by End customer.

(c) Material breach of any of the terms and conditions of this Agreement by either of the Parties and the same is not rectified by the defaulting Party beyond 15 (fifteen) days (or a reasonable time period as mentioned under the notice issued by the other Party) from the date of receipt of notice from the other Party to cure the said breach.

3.3. Parties agree and understand that as of the execution of this Agreement they are contractually bound and obligated to perform the services, obligations and the scope of work entrusted, should RailTel be declared as the successful bidder of the said Project. Any Party shall not withdraw its participation subsequent to execution of this Agreement, at any point in time except in case of material breach of any of the terms of the Agreement.

3.4. In case "XXXX" breach the terms of Agreement i.e. defaulting party in such case the balance unsupplied quantity or service shall be completed by RailTel i.e. non-defaulting party and cost for completion of that balance unsupplied quantity or service of such defaulting party shall be executed by RailTel at the risk and cost of such defaulting party.

4. Liability:

It is understood that the parties are entering into this pre-bid teaming agreement for requirement of submission of bid against the TENDER floated by end customer for Implementation of Network Security System and Integration for end Customer Organization. Parties acknowledge and agree that "XXXX" shall be completely liable for the successful execution of this project, in relation to its defined scope of work (as detailed in clause 1.7 above), fully complying the end customer requirements . Accordingly, it is agreed that notwithstanding anything contained in the TENDER document, "XXXX" shall be liable to RailTel with regard to its obligations and liability to complete the agreed and defined scope of work as detailed in clause 1.7 above..

5. EXCLUSIVITY

Parties agree to co-operate with each other for the purpose of the said Project on an exclusive basis with respect to applying for, submitting and execution of the said Project including providing of technical demo, proof of concept for the agreed and defined scope of work.

6. PAYMENT TERMS

The payment terms between the parties shall be only on receipt of payment from end customer.

7. TAXES

Parties agrees that they will comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed / levied on them by the Indian Income Tax Authorities, for the payments received by them for the Project under this agreement and any other taxes, cess, surcharge, etc. for their respective scope of works;

8. INDEMNIFICATION

8.1 Parties agree to and undertake to indemnify and hold each other, its officers, directors, agents and employees harmless, from and against any and all claims, demands, causes of action, losses, damages, costs and expenses (including attorney's reasonable fees, costs of investigation and defence) arising out of or resulting from any claim, action or other proceeding(including any proceeding by any of the indemnifying party's employees, agents or contractors)based upon:

- i. any breach or contravention of any of the terms, conditions, covenants of this Agreement by the Party;
- ii. Unethical business practices;
- iii. any acts or omission of the Party and/ or any of its employees, agents or contractors, and the liability for damages to property arising from or out of party operations in connection with the performance of this agreement;
- iv. any claim for taxes that might arise or be imposed due to this performance of Services hereunder;
- v. any representation or warranty or information furnished by the Party being found to be false;
- vi. Parties failure to pay all applicable compensation to its respective personnel;
- vii. death or personal injury to any person;
- viii. destruction or damage to any property by acts or omissions of either Party, its representatives or personnel;
- ix. any violation/non-compliance by the Party with any applicable laws governmental regulations or orders;

- x. any third party liability;
- xi improper handling or misuse of the Confidential Information of the Party(ies) by the Party

8.2 XXXX shall be liable to all risks and consequences (including the risk of payments) suffered in the performance of services under the Project and undertakes to indemnify RailTel from and against any non payments (of RailTel's share payable to RailTel), recoveries and claim from End Customer or any other cost or losses incurred due to default/non performance on part of XXXX.

9. COMPLIANCES TO STATUTORY OBLIGATIONS

9.1. Parties shall also obtain and keep in place necessary insurance policies, mediclaim policies, group insurance schemes of adequate value to cover their workmen, supervisors, etc. with regard to any accidents, injury or the liability under the Employee Compensation Act.

9.2. Parties shall observe and be responsible for the compliance of all labour laws (including labour cess) as per government notifications and shall maintain necessary records for the same and shall submit the same to RailTel when so required.

9.3. Parties shall duly maintain all records / registers required to be maintained by them under various labour laws mentioned above and shall produce the same before the concerned Statutory Authorities whenever required and called upon to do so.

10. LEGAL STATUS

This Agreement constitutes a contractual relationship and shall relate solely to the Project and shall not extend to other activities or be construed to create a corporation, body corporate, partnership or any other form of legal entity.

11. REPRESENTATIONS AND COVENANTS

11.1. Each Party represents and warrants to the other Party as follows:

11.1.1. That it has full capacity, power and authority and has obtained all requisite consents and approvals to, enter into and to observe and perform this Agreement and to consummate the transactions contemplated hereunder. Each of the Persons / personnel executing this Agreement on behalf of the each of the Parties have full capacity and authority to sign and execute this Agreement on behalf of the respective Parties;

11.1.2. The execution, delivery and consummation of, and the performance by it, of this Agreement shall not conflict with, violate, result in or constitute a breach of or a default under, (a) any contract by which it or any of its assets or properties, are bound or affected, and/or (b) its constitutional documents;

11.1.3. This Agreement constitutes its legal, valid and binding obligations, enforceable against it, in accordance with their terms under Applicable Statutory Law(s);

11.1.4. It has the right, authority and title to execute this Agreement;

12. SUBCONTRACTING BETWEEN PARTIES

If a Party subcontracts certain supplies or services pertaining to its scope of work to the other party, then the resulting relationship between such parties shall be governed by a separate subcontract. This Agreement shall not in any way be affected thereby except as stated otherwise in this Agreement.

13. GOVERNING LAW AND JURISDICTION

The construction, validity and performance of this Agreement shall be governed in all respects by the Laws of India. The Parties hereby submit to the exclusive jurisdiction of the Indian courts at Delhi only.

14. GOOD FAITH NEGOTIATION AND DISPUTE RESOLUTION

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.

In the event of any dispute, difference, conflict or question arising between the parties here to, 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.

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.

15. FORCE MAJEURE

"Force Majeure Event" shall mean any event beyond the reasonable control of the affected Party including acts of God, fires, earthquakes, strikes, pandemic, epidemics, lock down, and labor disputes, acts of war or terrorism, civil unrest, economic and financial sanctions, or acts or omissions of any Governmental Authority occurring on or after the Signature Date.

No Party shall be liable to the other if, and to the extent, that the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with, due

to a Force Majeure Event. The Party affected by Force Majeure Event shall promptly inform the other Party in writing and shall furnish within 30 (thirty) days thereafter, sufficient proof of the occurrence and expected duration of such Force Majeure Event. The Party affected by Force Majeure Event shall also use all reasonable endeavours to mitigate the negative effects of such Force Majeure Event on such Party's ability to perform its contractual obligations. In the event of a Force Majeure Event, the Parties shall immediately consult with each other in order to find an equitable solution and shall use all reasonable endeavours to minimise the consequences of such Force Majeure Event.

The occurrence of a Force Majeure Event shall however, not relieve a Party of any obligation to pay any sum due under this Agreement prior to the occurrence of the Force Majeure Event.

If the Force Majeure lasts for more than 6 (six) months, the Parties may mutually decide in writing on the future course of action with respect to this Agreement.

16. INTELLECTUAL PROPERTY RIGHTS

16.1. Each Party shall remain the sole owner of all industrial or intellectual property rights, Technical Data, Know-How, designs, specifications and the like, generated or acquired before the signature, or beyond the scope of this agreement.

16.2. Each Party shall remain the sole owner of all industrial or intellectual property rights, technical data, know-how, design specifications and the like generated solely by that Party during the course of the performance of this agreement and shall not be free to use it by the other party and if the other party uses that intellectual property rights prior permission shall be taken with paying necessary fees for such rights.

16.3. In case of joint development, the work-share and associated ownership of intellectual property of each Party shall be mutually agreed upon and defined in advance in the definitive agreement for the specific program. However, should any invention be jointly made by the Parties in the performance of this agreement, without neither Party being in a position to reasonably claim the ownership of said intellectual property right, the said right shall be jointly owned by the Parties and

the corresponding measures of protection for both Parties of the said right as may be practicable shall be mutually agreed by both Parties and cost for such registration of such right shall be borne by the parties proportionately as per the ownership of the rights.

16.4 As on date, Parties confirms that there are no infringements of any Intellectual Property Rights of the products contemplated under this agreement, in accordance with the laws prevailing in the country.

16.5. The Parties undertake and confirm that the Technology / Knowhow / Design owned by each of them and intended to be put into use for execution of various Projects pursuant to this agreement has been originally developed by each of such Parties. The Parties are entitled to all the Intellectual Property Rights in Technology / Knowhow / Design intended to be put into use for execution of various Projects and no third-party Intellectual Property Rights have been put into use either in their original or modified form without proper authorisation of such third party. The Parties further vouchsafes that the foregoing undertaking is actuated by truth and accuracy and no misrepresentation is being put into use for inducing each other to enter into this agreement.

17. CONFIDENTIALITY

17.1. During the term of this agreement, either party may receive or have access to technical information, as well as information about product plans and strategies promotions, customers and related non-technical business information which the disclosing party considers to be confidential ("Confidential Information as per TENDER tender document"). In the event Confidential Information is to be disclosed, the Confidential Information must be marked as confidential at the time of disclosure, or if disclosed orally but stated to be confidential, and be designated as confidential in writing by the disclosing party summarizing the Confidential Information disclosed and sent to the receiving party within thirty (30) days after such oral disclosure.

17.2. Confidential Information may be used by the receiving party only with respect to the performance of its obligations under this Agreement, and only by those employees of the receiving party and its subcontractors who have a need to know such information for purposes related to this Agreement, provided that such subcontractors have signed separate agreements containing substantially similar confidentiality provisions. The receiving party must protect the Confidential Information of the disclosing party by using the same degree of care to prevent the unauthorized use, dissemination or publication of such Confidential Information, as the receiving party uses to protect its own confidential information of like nature.

17.3. The obligations is not applicable to any information which is:

17.3.1. Already known by the receiving party prior to disclosure;

17.3.2. Publicly available through no fault of the receiving party;

17.3.3. Rightfully received from a third party without being responsible for its confidentiality;

17.3.4. Disclosed by the disclosing party to a third party without being responsible for its Confidentiality on such third party;

17.3.5. Independently developed by the receiving party prior to or independent of the disclosure;

17.3.6. Disclosed under operation of law;

17.3.7. Disclosed by the receiving party with the disclosing party's prior written approval.

17.4 XXXX agrees and acknowledges that XXXX, 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. XXXX shall always and at all times comply with the obligations and restrictions contained in the said regulations. In terms of the said regulations, XXXX 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

17.5 Notwithstanding anything contained in this agreement, XXXX undertakes, agrees and acknowledges that being RailTel's Business Associate, XXXX shall maintain utmost confidentiality in relation to said Project. XXXX further, undertakes that any information relating to said Project which is or will be disclosed/ divulged by RailTel on need to know basis, will be received and treated by XXXX as strictly confidential and XXXX shall not, without the prior written consent of the RailTel or as expressly permitted herein, disclose or make available to any other person such information.

18. NOTICES

Notices, writings and other communications under this Agreement may be delivered by hand, by registered mail, by courier services or facsimile to the addresses as set out below:

To

RailTel Corporation Of India Limited

To: RailTel Corporation of India Ltd Kind Attn:

Executive Director / Southern Region

Address: 1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road, Opp. Shoppers Stop, Hyderabad- 500 016 No.: +91-40-27788000

To XXXX

To: XXXX

Kind Attn:

Address:

Mob.

No.:

Email:

19. AMENDMENT

No amendment or modification or waiver of any provision of these presents, nor consent to any departure from the performance of any obligations contained herein, by any of the Parties hereto, shall in any event be valid and effective unless the same is in writing and signed by the Parties or their duly authorized representative especially empowered in this behalf and the same shall be effective only in respect of the specific instance and for the specific purpose for which it is given.

20. PRIOR UNDERSTANDING

This Agreement contains the entire Agreement between the Parties to this Agreement with respect to the subject matter of the Agreement, is intended as a final expression of such Parties' agreement with respect to such terms as are included in this Agreement is intended as a complete and exclusive statement of the terms of such agreement, and supersedes all negotiations, stipulations, understanding, Agreements, representations and warranties if any, with respect to such subject matter, which precede or accompany the execution of this Agreement.

21. GENERAL

21.1. Binding Effect:

This Agreement shall be binding upon and inure to the benefit of the Parties here to and their respective legal successors.

21.2. Counterpart:

This Agreement may be executed simultaneously in 2 (two) counterparts, each of which shall be deemed to be original and all of which together shall constitute the same Agreement.

21.3. Non-Partnership:

21.3.1. This Agreement shall be on a principal-to-principal basis and shall not create any principal- agent relationship between the Parties.

21.3.2. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties or otherwise entitle either Party to have an authority to bind the other Party for any purpose.

21.4. Severability:

In the event any provision of this agreement is held invalid or un-enforceable by a court of competent jurisdiction, such provision shall be considered separately and such determination shall not invalidate the other provisions of this agreement and annexure/s which will be in full force and effect.

21.5. Waiver:

A failure by any Party to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time.

21.6. Time is of essence:

Time is the essence of this agreement and the Parties herein agree and acknowledge to abide by the same.

22. Miscellaneous

22.1. No Party to this agreement will have any rights or obligations arising from or in relation to this agreement in excess of those rights and obligations expressly declared herein.

22.2. No Party to this agreement is entitled to sell, assign or otherwise transfer any of its rights and/or obligations arising from or in relation to this agreement to any third party, without the prior written consent of the other Party of this agreement.

22.3. Each Party shall be solely responsible for its own actions or failures to act and for its own commitments and undertakings. Neither Party shall present itself as the representative or agent of the other Party, nor shall it have the power or the authority to commit the other Party, unless it receives the other Party's prior written consent.

22.4. No release shall be made by any Party to the news media or the general public relating to this agreement and/or the subject matter thereof without prior written approval of the other Party..

22.5. During the term of this agreement, each party shall refrain from taking any action or attempt to take any action with the intent of impairing or causing prejudice to the business relationship, whether existing or prospective that subsists between the other party and its customers and business partners. Each party shall also desist from inducing or influencing or attempting to induce or influence any customer or business partner, whether existing or prospective of the other party, resulting into prejudice or detriment to business prospects of the other party.

Furthermore, Parties shall not compete with or cause detriment to the business prospects of each other by making use of confidential information, whether in its embodied or disembodied form, shared pursuant to this agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

For RailTel Corporation Of India Limited
Authorised Signatory

For XXXX
Authorized Signatory

Name:
Designation:

Name:
Designation:

In Presence of witness:

Signature:

Signature:

Name:

Name:

Address:

Address

Signature of Bidder

Name:

Designation

Place:

Date:

Seal of BA Organization

Annexure 15

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY BA ALONG WITH THE EOI DOCUMENTS

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs.200/-.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 Limited), do hereby solemnly affirm and state on the behalf of the BA including its constituents as under:

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

VERIFICATION

DEPONENT

SEAL AND SIGNATURE OF THE BA

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 SIGNAURE 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.**

Signature of Bidder

Name:

Designation

Seal of BA Organization Place:

Date: