

NOTICE INVITING EXPRESSION OF INTEREST (EOI)

EOI NO.: RCIL/NR/RO/EOI/MKTG/NITIAAYOG/2024-25/01
DATED 16.08.2024

Expression of Interest (EOI) for "IT Manpower
Outsourcing for NIC, NITI Aayog".

[Signature]
AGM/F 16/08/2024

Mayans
Mini/WP
16/8/24

[Signature]
AGM/MKTG
16/08/2024



Issued by:

RailTel Corporation of India Ltd

(A Mini-Ratna PSU under Ministry of Railways)

Northern Region, 6th Floor, 3rd.

Block, Delhi IT Park, Shastri Park, New Delhi-

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Website: - <https://www.railtelindia.com>

Disclaimer

RailTel Corporation of India Ltd. (herein after called the RailTel) has prepared this Expression of Interest (EOI) document solely to assist prospective bidders in making their decision of whether 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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EOI NOTICE

RailTel Corporation of India Limited, Northern Region, 6th Floor, 3rd.

Block, Delhi IT Park, Shastri Park, New Delhi-110053

EOI Notice No: RCIL/NR/RO/EOI/MKTG/NITIAAYOG/2024-25/01

RailTel Corporation of India Ltd., (here after referred to as “RailTel”) invites EOIs from RailTel’s Empaneled Partners for Selection of Business Partner for “IT Manpower Outsourcing for NIC, NITI Aayog”.

The details are as under:

SCHEDULE OF EVENTS

Date of EOI Floating	16 th Aug 2024
Last date for submission of Bids against EOI	21 st August 2024 at 14:00 Hours
Opening of Bids received against EOI	21 st August 2024 at 14:30 Hours
Number of copies to be submitted	Single Stage (Two Packet System)
EOI document cost inclusive tax (non-refundable)	Nil
EOI processing fee inclusive tax (non-refundable)	As per ENivida Portal fees: On actual basis
Estimated amount of EOI	Rs. 1,44,00,000 /- (Incl. GST)
EMD*	Rs. 4,50,000/-
Bid Submission Mode	Online on https://railtel.enivida.com

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

Earnest Money Deposit (EMD)

- i. EMD can be received in the form of bank guarantee/online Bank Transfer/FD. Bank Guarantee has to be confirmed with Structured Financial Messaging System (SFMS) confirmation from the issuing Bank in favor of RailTel. In case of Fixed Deposit, lien in favor of RailTel is to be ensured. BG SFMS Confirmation may be sent to ICICI Bank Account No. 000705049999, Branch Bank IFSC Code No. ICIC0000007 pertaining to RailTel Corporation of India Limited.
- ii. EMD of Rs. 4,50,000/- is to be paid on E-nivida only.

EMD can be submitted in any of the following form:

- **NEFT/ RTGS:** Account Name: RailTel NR Collection Account Bank Name: Union Bank of India Branch Name: Connaught Place Delhi Account Number: 307801010917906 IFSC Code: UBIN0530786 MICR Code: 110026006 or
 - **Demand Draft/BG:** In favour of RailTel Corporation of India Limited payable at New Delhi.
- iii. Offers not accompanied with EMD shall be summarily rejected.
 - iv. The EMD may be forfeited if a bidder withdraws or amends its/his EoI or impairs or derogates from the EoI in any respect within the period of validity of the EoI or in the case of a successful bidder, if the bidder fails to accept the Purchase order/LOA or fails to furnish performance bank guarantee (security deposit).

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

Contact Details for this EOI:

Level:1 Contact: Sh. Sanjay kumar, Deputy Manager/Marketing
Email: sanjaysanwaria@railtelindia.com
Contact: +91-7827570068

Level 2 Contact: Sh. Rajeev K Saroha
Email: rajeev.saroha@railtelindia.com
Contact: 9004444143

Level:3 Contact: Sh. Pushpender Kumar, GM/Marketing
Email: pushpenderkumar@railtelindia.com Contact: +91-9871146592

Level:4 Contact: Sh. R P Chandel, ED/Marketing
Email: chandelrp95@railtelindia.com Contact: +91-9498037985

Note:

1. The EOI response is invited from eligible Empaneled Partners of RailTel only.
2. All the document must be submitted with proper indexing and page no.
3. Only those bids shall be opened, which have been submitted within the stipulated time as mentioned in this EOI document.
4. Bidder has to submit technical & Financial documentation including MAF by OEM if any, Technical certificates, Warranty Certificate for the Technical compliance.
5. No exemption/relaxation is applicable to MSME/Startups.
6. Bidder may submit their response in form of duly signed and stamped and submit techno-commercial bid at the E-nivida portal through Online mode, within the stipulated date and time, as mentioned in this EOI document.
7. Only those bids shall be opened, which have been submitted within the stipulated time as mentioned in this EOI document.

/* CoR stands for Customer of RailTel

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

Equipped with an ISO 9001, 20000-1:2011 & 27000 certification, RailTel offers a wide gamut of managed telecom services to Indian Telecom market including Managed lease lines, Tower colocation, MPLS based IP-VPN, Internet, Data Centre services, NGN based voice carriage services to Telecom Operators, Dark fiber 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.

RailTel has participated in CoR Tenders (as per para 3.2) & intends to execute the work for "IT Manpower Outsourcing for NIC, NITI Aayog" and accordingly seeks to select a suitable partner to execute the works.

The details of pertinent tender are as below:

End Customer Tender Details

Tender Title	IT Manpower Outsourcing for NIC, NITI Aayog
Bid ID	GEM/2024/B/5258073
Date of floating	06-08-2024
Floated on portal	Government e Marketplace Portal (https://gem.gov.in/)

Bidder is required to download and read complete RFP/ clarifications/ reply to pre-bid queries/ subsequent amendments/ subsequent corrigendum issued by the end customer till the last date of submission of response to this EOI. Submitting response/ bid to this EOI will be considered as that the bidder has submitted technical and financial bid considering all the entities / details mentioned above and agrees to all terms and conditions mentioned in end customer RFP (CRIS) and will not deviate from the quoted technical and financial solution.

Tender Title: IT Manpower Outsourcing for NIC, NITI Aayog.

RailTel invites EOIs from RailTel's Empaneled Partners for the selection of suitable partner for

execution of above-mentioned work of our prestigious customers on back-to-back basis. The empaneled partner is expected to have excellent execution capability and good understanding of the local environment.

3. Scope of Work

1. O&M of IT Infrastructure Including AMC of IT Infrastructure at customer locations. Suitable Technical hands for O&M activities with sufficient support equipment/accessories to meet the customers SLA as mentioned in the respective RFP of the customer. Interested Bidders shall refer the COR Tenders for understanding & detailed scope of work.

4. Partner Selection: -

Interested partners may note that this is a Single stage Two Packet Bid. Financial bids will be opened for those bidders who have are eligible as per EOI eligibility criteria.

4.1 Technical Bid contains following: -

Eligibility Criteria: -

S.No.	Type	Description	Document Required
1	Existence/ Origin	The company must be registered in India.	Certificate of Incorporation
2	General	The company must have: I. valid PAN card. II. Been registered with GST. III. has paid ITR for last 3 financial year ending 31 st March 2024.	I. Copy of PAN Card. II. Copy of GST registration certificate. III. Copy of ITR filed.
3	Turnover	The bidder must have cumulative turnover at least 150% of the EOI value in the last three financial year ending 31 st Mar, 2024 and upto the date of inviting of EOI.	Audited financial statement Balance Sheet & CA certificate
4	Net Worth	The bidder must have positive net worth in last 3 FY's ending 31 st March 2024.	Audited financial statement Balance Sheet & CA certificate

S.No.	Type	Description	Document Required
5	Experience	The bidder must have executed similar work in last 3 Financial years ending last day of month previous to the one in which EOI is invited. 1. One similar work of not less than 35% of the value of EOI. OR 2. Two similar works each of not less than 20% of the value of EOI. OR 3. Three similar works each of not less than 15% of the value of EOI. Definition of similar work: Works entailing Supply Installation & Commissioning (SITC)/ Operation & Maintenance /AMC of a project in the field of IT/ITES/ICT/Telecom for any Government department or Public Sector Units or public listed companies. Note: Ongoing works will be considered for value of completed work (minimum 70% work completion) certified by PO issuing authority / customer mentioning completed work value on the certificate along with satisfactory completion certificate for work completed so far. It shall be additional to above mentioned clause.	Copy of Purchase/ Work Order & completion certificate issued by customer / PO issuing authority. The bidder must provide details of a personnel for verification purpose at PO/ certificate issuing organization clearly mentioning name of client, designation, contact number and mail ID on bidder's letter head. For ongoing works: Ongoing works will be considered for value of completed work (minimum 70% work completion) certified by PO issuing authority / customer mentioning completed work value on the certificate along with satisfactory completion certificate for work completed so far.
6	Certificate	Bidder should have following certification for IT service & Support): a. CMMI Level 3 b. ISO 27001:2013 c. ISO 9000:2015 d. ISO 20000-1:2018	Copy of certificate from issuing authority.
7		Bidder should be Registered with ESIC/EPFO & Delhi Labor Department for ITES.	Copy of certificate from issuing authority.
8	Empanelment	Bidder must be empaneled with RailTel as business associate as on date of bid submission.	Copy of Empanelment letter and Empanelment PBG/EMD submitted, if any.

Evaluation of offer

- (a) During evaluation of offer, if required RailTel may ask clarification from the bidder.
- (b) Additional features offered by the bidder, over and above the ones asked for in the tender documents, shall not be considered for evaluation of bids.
- (c) The bidder should make available the offered products, if desired during technical evaluation of offered equipment for testing and benchmarking at any testing facility approved by RailTel.
- (e) Inter se position of the offers will be determined on total cost which will include basic rate, custom duty, CGST, SGST, IGST, UTGST, freight, insurance and any other charge or cost quoted by the tenderer, including GST payable, on reverse charge by RailTel.

(i) **Compliance Requirements for Interested Bidders: -**

- (a) The interested bidder should be an **Empaneled Partner** with RailTel on the last date of bid submission of EOI & has to provide relevant documents to qualify for this EOI.
- (b) The interested bidder should submit **Earnest Money Deposit (EMD)** if applicable, in the format as mentioned in this EOI document along with the bid.
- (c) The Bidder should not be backlisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body on the last date of submission of EOI. This should be provided on letterhead duly signed and stamped by authorised signatory.
- (d) 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**.
- (e) **Undertaking on letterhead duly signed and stamped by authorised signatory** for unconditional Acceptance of the Tender document of CoR and any Other/General Document of CoR Tender RFP along with all the corrigendum and addendum.
- (f) Selected partner should **not submit directly or indirectly any techno-commercial solution/association with any other Organization once selected in this EOI (before and after submission of proposal to prospective customer Organization by RailTel), if bidder breaches these conditions, then, bidder will be blacklisted for 2 years from RailTel.**
- (g) The interested bidder should not be seeking / extending / exploring similar arrangements / engagements with any other organization except RailTel.
- (h) Delivery timelines for supply providing end to end services by the selected bidder is as per CoR Terms & conditions.
- (i) **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.
- (j) The selected bidder will have to accept all Terms & Conditions of the EOI.

(k) The bidder has to mandatorily submit notarized Annexure-06 on non-judicial stamp paper of Rs. 100, else bid shall be summarily rejected.

- (l) 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.
 - (m) 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. 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.
 - (n) 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: (1) Have controlling shareholders as his/her family members viz. spouse, son, daughter, father, mother or brother etc. in common or; (2) 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.
 - (o) The interested partner should have a valid Goods and Service Tax Identification Number (GSTIN), as on the last date of submission of EOI.
 - (p) The interested bidder should submit duly signed and stamped EOI cover letter as per the format mentioned at Annexure-01 of this EOI document, as unconditional submission of meeting the clauses mentioned above, from Clause (a) to (u).
 - (q) All terms and conditions of Tender/RFP of CoR are applicable on selected BA on back-to-back basis.
- (ii) Prospective bidder's bid evaluation will be done based on above mentioned documents.
 - (iii) Based on evaluation of outcome against 4.1 (i) complying eligibility criterion & 4.1 (ii) compliances requirement, whoever may qualify may be treated as Technically qualified partner.
 - (iv) Work shall be awarded on back-to-back basis to the selected Business partner only when RailTel becomes L1 and receives confirmed order against the respective customer Tenders/SoR (any or all).

4.2 Financial Bid:

For the opened bid as per outcome of Clause 4.1 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 documents of technical specifications 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.

If COR calls RailTel for negotiations/reverse auction/reverse bid on offered commercial, RailTel will negotiate with selected CSP on back-to-back basis.

Work shall be awarded on back-to-back basis to the selected CSP as per CoR wise, as RailTel becomes L1 in each individual COR & receives confirmed Order.

5. Other Terms & Conditions

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 EOI document and subsequent corrigendum. However, RailTel at its discretion, 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 CoR. In case, RailTel comes out to be winner of the CoR tender, then the engagement period will get auto-extended to the period RailTel serves CoR 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.

If CoR extends the services beyond its engagement period, it will be extended for CSP on back-to-back basis on mutual consent.

6. Proposal Preparation and Submission Cost

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

7. Amendment to EOI Document

At any time prior to the deadline for submission of bids, RailTel, may, for any reason can modify the EOI document by an amendment. All the amendments made in the document would be informed by displaying on RailTel's (www.railtelindia.com) website only. The interested 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 210 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 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

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

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 in time 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

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 and condition of the work order placed by RailTel's Customer and on submission of the following documents
- i) Tax Invoice
 - ii) Payment proof of the employee/resource deployed
 - iii) Employee Insurance Policy
- 13.2 Payment will be released after receiving the invoice for the work / services and after RailTel has received the payment from the Customer for the same work / services. Any deduction /Penalties levied by Customer on invoices of RailTel will be carried **back-to-back** and will be deducted from CSP's invoices, subject to the cause to deduction / penalty is due to deviation in terms and conditions of service standards by the CSP.
- 13.3 No advance payment will be given to selected BA if RailTel gets the same from end customer.
- 13.4 Documents list required at the time of payment/invoice submission by selected bidder shall be: -
- i PO copy issued to selected vendor.
 - ii Submission/Declaration of applicable BG amount against PO issued to selected bidder/vendor.
 - iii Original Invoice for the period claimed.
 - iv 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 award of work for any or all of COR to RailTel 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 for each of individual COR . This PBG will be for an amount of 5 (%) of the individual contract value. The quantum of this 'percentage (%)' will be equal to the PBG % as asked by Customer 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 of 3 months beyond CoR' BG requirement of 26 months, the date of completion of all Contractual obligations. The PBG may be discharged / returned by RailTel

upon being satisfied that there has been no 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 Customer, PBG should also be extended accordingly.
- 14.5** During the contract period, RailTel may issue Purchase Order(s) for the additional services ordered by Customer (in case) to RailTel in same Tender Reference. In such scenario(s) also, Clause No. 14.1. to Clause No. 14.4. are to be followed by the CSP.
- 14.6** In case the Customer 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 Customer has sought any other types of PBG in this contract at present 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, Customer ask for submission for value more than 05%, same also needs to be submitted by the selected BA.

15. Details of Commercial Bid / Financial Bid

- 15.1** Interested partner should submit commercial bid strictly as per the format mentioned under the EOI 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 Customer (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 Customer 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, Customer may raise Purchase Order to RailTel for the line items (and respective quantities) which are not mentioned in this current EOI. In such scenario, RailTel at its sole discretion, may extend the scope of the contract with CSP by placing order, **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.
- 15.8 Delivery Period: The selected bidder has to comply the SoR delivery terms from the date of issue of confirmed LOA/PO. All clauses / terms & conditions of CoR (Customer of RCIL) including SOR, payment terms, scope of work, SLA/LD/penalty are applicable on back-to-back basis as per the CoR (Customer of RCIL). Delivery timelines for supply and providing end to end services by the selected bidder is as per CoR T&C including delivery period from the date of issuance of work order which is in line with the delivery timelines set by the end customer.

16. Duration of the Contract Period

The contract duration shall be same as of Customer contract duration with RailTel until otherwise terminated earlier. **Indicative contract duration is 02 year**, unless otherwise terminated earlier/extended as mentioned in this EOI document. The contract duration can be renewed / extended by RailTel at its discretion, in case Customer extends / renews services with RailTel by virtue of extending / renewing / new issuance of one or more Purchase Order(s) placed by Customer to RailTel.

17. Restrictions on 'Transfer of Agreement'

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, 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 Customer 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 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

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 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, trademark 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

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:

25.2 Any mis-statement or any breach of any representation or warranty made by CSP or

25.2.1 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 issue 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

25.2.2 Any compensation / claim or proceeding by any third party against RailTel arising out of any act, deed or omission by the CSP or

25.2.3 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.

25.2.4 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 theReceiving 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 similarcontract.

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 eitherParty without the prior written approval of the other Party unless such disclosure or publicannouncement 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 aboutthe same within 30 (thirty) Days of such disclosure.

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

28. Assignment

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 theother 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 theirrespective 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 limitedto Manpower, Hardware, Software etc. as per 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

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

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.

EOI COVER LETTER

(On Organization Letter Head)

Eoi Ref No.: RCIL/NR/RO/EOI/MKTG/NITIAAYOG/2024-25/01. Date:

To,

General Manager (Mktg),
RailTel Corporation of India Limited, Northern Region,
6th Floor, 3rd Block, Delhi IT Park, Shastri Park, New Delhi-110053

Dear Sir/Madam,

1. I, the undersigned, on behalf of M/s, having carefully examined the referred EOI offer to participate in the same, in full conformity with the said EOI and all the terms and conditions thereof, including corrigendum issued till last date of submission of EOI. It is also undertaken and submitted that we are in abidance of all Clauses 4 of EOI.
2. I agree to abide by this Proposal, consisting of this letter, our Pre-qualification, Technical and Commercial Proposals, for a period of 60 days from the date fixed for submission of Proposals as stipulated in the EOI and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Commercially Suitable Partner (CSP) for the aforesaid Service, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
4. I undertake, if our Bid is accepted, to commence our services as per scope of work as specified in the contract document.
5. Until a formal Purchase Order or Contract is prepared and executed, this Bid and supplement / additional documents submitted (if any), together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. I hereby undertake and give unconditional acceptance for compliance of all terms & conditions of EOI issued vide ref no. dated
on https://..... portal, against this EOI based customer's requirement.
7. I hereby undertake that there will be no deviation from the Terms and Conditions of EOI issued vide ref no. dated
on https://.....

Signature of Authorised Signatory Name

Designation

CHECKLIST OF DOCUMENTS FOR BID SUBMISSION

S. No.	Document
1	EOI Cover Letter (Annexure-01)
2	EMD as per EOI document (EMD or Bank Guarantee as per annexure-07)
4	This EOI copy duly Signed and Stamped by the Authorized Signatory of Bidder
5	Compliance of eligibility criteria related documents as per Clause 3
6	Annexure-06 (Non submission may cause summarily rejection)
7	Any relevant document found suitable by bidder
8	Undertaking for non-blacklisting as per Annexure-8
9	Compliance to Rule 144 (xi) of GFR, 2017 as per Annexure-9
10	Power of attorney /Board Resolution for signing authority (Annexure-10)

Note:

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

Annexure- 03**SOR**

Eoi Ref No.: RCIL/NR/RO/EOI/MKTG/NITIAAYOG/2024-25/01.

Date:

To,

General Manager (Mktg),
RailTel Corporation of India Limited, Northern Region,
6th Floor, 3rd Block, Delhi IT Park, Shastri Park, New Delhi-110053

S.N.	Profile	Quantity (No of Position)	Man, Month Rate (in INR inclusive of Taxes)	Duration (in Months)	Total Cost (inclusive of Taxes)
		A	B	C	D=A*B*C
1	Network Administrator	1		24	-
2	Senior Network Field Operator	2		24	-
3	Network Field Operator	5		24	-
6	Service/Admin Charge	For 24 Months inclusive of taxes			
	Total value in Figure				-

Note:

1. Bidder should clearly indicate the bidding above or below, while submitting commercial offer.
2. Prices in price bid should be quoted in the provided format. All prices should be quoted in Indian Rupees and indicated both in figure and words. Price in words shall prevail, in the event of any mismatch.
3. Instructions to fill the Price Bid: Bidder should provide all prices as per the prescribed format. Bidder should not leave any field blank.

Signature of Authorised Signatory Name Designation& CompanySeal

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On Stamp Paper of ₹ One Hundred)

To,
General Manager (Mktg),
RailTel Corporation of India Limited, Northern Region,
6th Floor, 3rd Block, Delhi IT Park, Shastri Park, New Delhi-110053

1. In consideration of the RailTel Corporation of India Limited (CIN: L64202DL2000GOI107905), having its registered office at Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi – 110023 (herein after called "RailTel") having agreed to exempt (CIN :) having its registered office at (hereinafter called "the said Contractor") from the demand, under the terms and conditions of Purchase Order No. dated made between RailTel and for (hereinafter called "the said Agreement") of security deposit for the due fulfilment by the said Contractor of the terms and condition contained in the said Agreement, or production of a Bank Guarantee for Rs (Rs. Only). We (indicate the name and address and other particulars of the Bank) (hereinafter referred to as 'the Bank') at the request of contractor don hereby undertake to pay RailTel an amount not exceeding Rs. (Rs Only) against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Agreement.

2. We, the Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage by the said Contractor of any of terms or conditions contained in the said Agreement by reason of the Contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs (Rs Only).

3. We, the Bank undertake to pay the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or

proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

4. We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges this Guarantee. Unless a demand claim under the Guarantee is made on us in writing on or before We shall be discharged from all liability under this Guarantee thereafter.

5. We, the Bank further agree with the RailTel that the RailTel shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time or to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and

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

This Guarantee will not be discharge due to the change in the constitution of the Bank or the Contractor.

(..... indicate the name of Bank) lastly undertake not to revoke this Guarantee during its

currency except with the previous consent of RailTel in writing.

Dated the Day of 2022 for (Name of Bank)

In the presence of Witnesses:

1. Signature With Date

2. Signature With Date

Name

Encl: SFMS PBG Report

Annexure-05

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 & Northern Region office at 6th Floor, 3rd Block, Delhi IT Park, Shastri Park, New Delhi - 110053, (hereinafter referred to as 'RailTel'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of the ONE PART,

And

_____)(CIN: _____), a company duly incorporated under _____

the provisions of Companies Act, having its registered

office at_ (hereinafter referred to as ' '), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of OTHER PART

RailTel and _____ shall be individually referred to as “Party” and jointly as “Parties”

WHEREAS, RailTel and _____, each possesses confidential and proprietary information related to its business activities, including, but not limited to, that information designated as confidential or proprietary under Section 2 of this Agreement, as well as technical and non- technical information, patents, copyrights, trade secrets, know-how, financial data, design details and specifications, engineering, business and marketing strategies and plans, forecasts or plans, pricing strategies, formulas, procurement requirements, vendor and customer lists, inventions, techniques, sketches, drawings, models, processes, apparatus, equipment, algorithms, software programs, software source documents, product designs and the like, and third party confidential information(collectively, the “Information”);

WHEREAS, the Parties have initiated discussions regarding a possible business relationship for.....

WHEREAS, each Party accordingly desires to disclose certain Information (each Party, in such disclosing capacity, the “Disclosing Party”) to the other Party (each Party, in such receiving capacity, the “Receiving Party”) subject to the terms and

conditions of this Agreement.

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

1. Permitted Use.

(a) Receiving Party shall:

- (i) hold all Information received from Disclosing Party in confidence;
- (ii) use such Information for the purpose of evaluating the possibility of entering into a commercial arrangement between the Parties concerning such Information; and
- (iii) restrict disclosure of such Information to those of Receiving Party's officers, directors, employees, affiliates, advisors, agents and consultants (collectively, the "Representatives") who the Receiving Party, in its reasonable discretion, deems need to know such Information, and are bound by the terms and conditions of
 - (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement.

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

- (i) is wholly and independently developed by Receiving Party without the use of Information of Disclosing Party;
- (ii) at the time of disclosure to Receiving Party, was either (A) in the public domain, or (B) known to Receiving Party;
- (iii) is approved for release by written authorization of Disclosing Party; or
- (iv) is disclosed in response to a valid order of a court or other governmental body in the India or any political subdivision thereof, but only to the extent of, and for the purposes set forth in, such order; provided, however, that Receiving Party shall first and immediately notify Disclosing Party in writing of the order and permit Disclosing Party to seek an appropriate protective order.

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

2. Designation.

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

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

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

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

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

Notwithstanding the foregoing, Disclosing Party understands that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Information of the Disclosing Party. Notwithstanding anything to the contrary, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop products, or have products developed for it, that, without violation of this Agreement, compete with the products or systems contemplated by Disclosing Party's Information.

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

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

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

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

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

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

remedies of injunction, specific performance and/or any other equitable relief for any threatened or actual breach of this Agreement

8. Notice.

- (a) Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated:
 - (i) by personal delivery, when delivered personally;
 - (ii) by overnight courier, upon written verification of receipt; or
 - (iii) by certified or registered mail with return receipt requested, upon verification of receipt.
- (b) Notice shall be sent to the following addresses or such other address as either Party specifies in writing.

RailTel Corporation of India limited:

Attn:

Address:

Phone: Email.:

Attn:

Address:

Phone: Email

9. Term, Termination and Survivability.

- (a) Unless terminated earlier in accordance with the provisions of this agreement, this Agreement shall be in full force and effect for a period of years from the effective date hereof.
- (b) Each party reserves the right in its sole and absolute discretion to terminate this Agreement by giving the other party not less than 30 days' written notice of such termination.
- (c) Notwithstanding the foregoing clause 9(a) and 9 (b), Receiving Party agrees that its obligations, shall:
 - (i) In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and
 - (ii) not apply to any materials or information disclosed to it thereafter.

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

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

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

13. Settlement of Disputes:

- (a) The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.
- (b) In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.

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. UNPULISHED PRICE SENSITIVE INFORMATION (UPSI)

_____ agrees and acknowledges that _____, its Partners, employees, representatives etc., by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall be deemed to be "Connected Persons" within the meaning of SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be bound by the said

regulations while dealing with any confidential and/ or price sensitive information of RailTel. _____ shall always and at all times comply with the obligations and restrictions contained in the said regulations. In terms of the said regulations, _____ shall abide by the restriction on communication, providing or allowing access to any Unpublished Price Sensitive Information (UPSI) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel

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.

By Bidder Name
Title
Designation

Witness

By
RailTel Corporation of India
limited Name
Title
Designation
on

Witnesses

Annexure 06

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY BA ALONGWITH THE EOI DOCUMENTS

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

I _____ (Name and designation) ** appointed as
the attorney/ authorized signatory of the BA
(including its constituents), M/s
_____ (hereinafter called the BA) for the purpose of the EOI
documents for the work of _____ as per the EOI No.
_____ of (RailTel Corporation
of India 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 offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.
9. I/we the BA(s) have carefully read and understand terms and conditions of the tender/RFP/EOI of CoR and also accept all the terms and conditions of the tender/RFP/EOI of CoR including addendum/corrigendum.
10. I/we understand that we will submit all the required MAF/documents/annexures

as per requirement of tender/RFP/EOI of CoR before reasonable time as conveyed by competent Authority of RailTel: one day before the bid submission date of CoR. Failing which, our bid may be disqualified.

DEPONENT
AND SIGNATURE OF THE BA
VERIFICATION

SEAL

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
AND SIGNATURE OF THE BA

SEAL

Place:

Dated:

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

Annexure-7

EMD BANK GUARANTEE FORMAT

EOI Ref No: RCIL/NR_RO/EOI/MKTG/2024-25/05 DATED 14.08.2024 Date:

WHEREAS, _____ [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated _____ [date] Selection of Implementation Partner from RailTel Empaneled Business Associate for exclusive ARRANGEMENT for the work of " _____ " [name of Contract] (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We _____
[name of bank] of

_____ [name of country] having our registered office at

_____ (Hereinafter called "the Bank") are bound unto RailTel Corporation of India Limited., 6th Floor, IIIrd Block, Delhi Technology Park, Shastri Park, Delhi-110053 [name of Employer] (hereinafter called "the Employer") in the sum of Rs. xxxxxxx (Rupees **in words** only) for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day _____ of _____ 20 _____ THE

CONDITIONS of this obligation are:

(1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;

or

(2) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of Bid validity:

a) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required;

or

b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders;

or

does not accept the correction of the Bid price ;

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____ *

days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

[Signature, name, and address]

* _____ days after the end of the validity period of the Bid.

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

Bid Ref No.:

Date:

To,
General Manager (Mktg),
RailTel Corporation of India Limited, Northern Region,
6th Floor, 3rd Block, Delhi IT Park, Shastri Park, New Delhi-

110053Ref: RCIL/NR/RO/EOI/MKTG/NITIAAYOG/2024-25/01

Dear Sir,

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

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

I hereby acknowledge that in the event of acceptance of bid of M/s on above undertaking and if the undertaking is found to be false at any stage, the false undertaking would be a ground for immediate termination of contract and further legal action in accordance with the Law, including but not limited to the encashment of Bank Guarantee related to Empanelment and Performance Bank Guarantee (PBG), as available with RailTel, related to this EoI.

Signature of Authorised

Signatory Name

Designation

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

Bid Ref No.:

Date:

To,
General Manager (Mktg),
RailTel Corporation of India Limited, Northern Region,
6th Floor, 3rd Block, Delhi IT Park, Shastri Park, New Delhi-

110053Ref: RCIL/NR/RO/EOI/MKTG/NITIAAYOG/2024-25/01

Dear Sir,

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

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

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

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

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

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

I hereby acknowledge that in the event of acceptance of my bid on above certificate and if the certificate is found to be false at any stage, the false certificate would be a ground for immediate termination of contract and further legal action in accordance with the Law.

Signature of Authorised
Signatory Name
Designation

POWER OF ATTORNEY

Know all men by these presents We having its registered office at and do

hereby

irrevocably constitute, nominate, appoint and authorize **Mr..** , who is presently employed with us and

holding the position of , as our true and lawful attorney (hereinafter referred to as the "Attorney") to

do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal..... is response to the EoI No..... including but not limited to signing and submission of all applications, proposals and other documents and writings, and providing information/ responses in all matters before the department, signing and execution of all contracts and undertakings/declarations consequent to acceptance of our proposal and generally dealing with the department in all matters in connection with or relating to or arising out of our proposal for the said assignment and/ or upon award thereof to us till the execution of appreciate Agreement/s with the department.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Authorized Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, , THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF... , 2024

For **Bidder**

Accepted by: -

Person identified by me/ personally appeared before me/Attested/ Authenticated

1.

NOTE

:

1. The EOI response is invited from all empaneled partners of RailTel only. Only RailTel empaneled partners are eligible for participation in EOI process who has paid the processing fee & submitted the NDA.

**Request for Proposal (RFP)
for**

**Selection of
Service Provider**

for

**IT Manpower Outsourcing
Services for NIC, NITI
Aayog.**

**NITI Aayog,
Parliament Street, New Delhi-110001**

**No. A-50/1/2024-Admn. IV
Government of India
NITI Aayog**

Dated: 06.08.2024

Tender Notice

Subject: Request for Proposal (RFP) for hiring of Service Provider for Operation and Maintenance (O &M) of ICT infrastructure, Virtual Conference and related IT Services of NITI Aayog.

Online tender at GeM portal under Limited Tender enquiry system has been invited for those bidders who are registered at MeiTty and available at GeM portal for hiring of an Agency to provide outsourced manpower for Technical support for the development and operational support to manage various platforms functioning under the control of NIC, NITI Aayog. The contract shall be initially for a period of two years which may be extended for another one year subject to mutual consent between the service provider and the user department and also upon satisfactory performance of the service provider. The quantum of Technical support may be increased or decreased depending upon the workload of the Organization. Complete Tender documents (including additional Terms and conditions) will be available at GeM portal as well as at the official website of NITI Aayog.

Bidders are advised to go through the Tender documents thoroughly and check their eligibility before participating in the bid.

Dps
6/8/24

(D. P. Singh)

Under Secretary to the Govt. of India

Phone No. 011-23092419

Disclaimer

This Request for Proposal (RFP) is issued by NITI Aayog, The sole objective of this document is to solicit technical and financial offers from the parties interested in providing ICT manpower outsourcing services for the scope of work as mentioned in this document.

While this document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by NITI Aayog or any of their employees, advisors, or agents as to or in relation to the accuracy or completeness of this document and any liability thereof is hereby expressly disclaimed.

Interested Parties who are registered at MeiTty under Limited Tender enquiry system and available at GeM may carry out their own study/ analysis/ investigation as required before submitting their proposals.

This document does not constitute an offer or invitation, or solicitation of an offer, nor does this document or anything contained herein, shall form a basis of any agreement or commitment whatsoever.

NITI Aayog representatives, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability, or completeness of this document

Some of the activities listed to be carried out by NITI Aayog after the receipt of the responses are indicative only. NITI Aayog has the right to continue with these activities, modify the sequence of activities, add new activities, or remove some of the activities, as dictated by the best interests of NITI Aayog.



Fact Sheet

#	Particular	Details
1.	Assignment Title	Request for Proposal (RFP) for Selection of service provider for "ICT Manpower Outsourcing Services" for NITI Aayog
2.	NITI Aayog	NIC, NITI Aayog
3.	Location	New Delhi
4.	Bid Submissions	Through GeM portal
5.	Method of Selection	Limited Tender Enquiry System under two packet system
6.	EMD	5% of Estimated Cost. EMD exemption as per GeM's rule.
7.	Validity of Bid Security	180 days from the bid submission date
8.	Performance Security	3% of the cost discovered through tender process
9.	Tender Availability	GeM portal and Official website of NITI Aayog
10.	Date of publication of the RFP	Will be available at GeM portal and Official website of NITI Aayog
11.	Last date of submission of queries	Within two days from the date of publication of RFP.
12.	Last date of submission of bid	Will be displayed at GeM portal
13.	Opening of Bids	Duly constituted Tender Evaluation Committee
14.	Opening of Financial Bids	To be informed later
15.	Language of bid	The bid should be submitted in English only
16.	Bid validity	The bid must remain valid for 180 days from the last date of submission of the bid.

#	Particular	Details
17.	Bid submission	Bidders must submit their bids in line with the requirements stated in this RFP.
18.	Issue of Work Order	To be informed later
19.	Address for Communication	Ranjay Kumar Section Officer, Room No. 415, NITI Aayog, Parliament Street, New Delhi-01 e-mail: ranjay.kumar@gov.in



1 Invitation

NITI Aayog invites Proposals (the "Proposals/Bids") under Limited Tender Enquiry System (LTE) for selecting of service provider who is registered under MeiT and also available at GeM portal for providing ICT Manpower Outsourcing services for NIC, NITI Aayog. The agency will be responsible for management and implementation of ICT Staff Augmentation Services at NITI Aayog premises for NITI Aayog as per the scope of work of this RFP. The Bidders/Applicants who are registered under MeiT and interested in taking up the project are invited to submit their Proposal/Bid in response to this RFP. The Bidders/ Applicants should be registered under MeiT, and should be available at GeM portal.

NITI Aayog shall be the final authority responsible for selection of Service provider through this RFP. NITI Aayog reserves the right to reject any or all the bids without assigning any reason thereof. NITI Aayog further reserves the right to discuss with the selected bidder to enhance the scope and outcome of the project and ensure smooth execution of the same adhering to Government rules/ policies/ regulations. The RFP is not an offer by NITI Aayog, but an invitation to receive responses from the potential Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract or work order is offered by duly authorized official(s) of NITI Aayog with the successful bidder.

2 Introduction to Network of NITI Aayog

The NIC, NITI Aayog is responsible to maintain the existing infrastructure of computer networks and Virtual conference infrastructure already installed in NITI Aayog. Apart from maintaining a large number approx. 1200 of LAN nodes/end points and resolving of day to day complaints and also managing all nodes under managed network operation managing the routers, MUX unit/routers etc., NITI Aayog is also conducting NITI Series meeting in outside of NITI Aayog building including five star hotels and residence of senior dignitaries.

3 Key Stakeholders

Key stakeholders of Network of NITI Aayog are listed but not limited to, as follows: NIC NAU team, deployed technical resources who will participate in development journey, selected bidder for management of technical resources and ensuring seamless continuity of work.

Handwritten signature/initials

4. SCOPE OF WORK

The scope of work is for day to day operations, network, vendor and IT infrastructure management at the User Department.

The scope of work is divided into following parts;

1. IT SERVICE SUPPORT

1.1 Management of Networking Devices

1. Ensuring complete Network Infrastructure Availability as per SLA
2. Operation and Management of all Network & Security components installed at User Department
3. Network Security Operations & Management support:
 - ☐ UTM device management & operations
 - ☐ Network firewalls management & operations
 - ☐ Antivirus management & operations
 - ☐ Patch Management & operations
 - ☐ Log analysis, Malware analysis
 - ☐ Active Directory Services Deployment, management & operations
 - ☐ OS Updates, management & operations
 - ☐ Firmware update
4. Network Operations and Management
 - ☐ L2/L3 Switches & Routers
 - ☐ Wi-Fi Controller and associated devices
 - ☐ VoIP CUCM, Voice Gateway etc.
 - ☐ Wireless
 - ☐ VPN
5. Coordinating with NIC for up-gradation and patch management of all required Network infrastructure items installed by NIC/User Department.
6. Coordinating with NIC for IP address segment in case of NICNET connectivity.
7. Updation of Open-source IP Address management System etc.
8. Carry out round the clock O&M of network and network security infrastructure and ensuring secured set up from any external threats.
9. Network Device Configurations will be defined and administered by NIC. NIC will provide functional requirement for the network devices. Bidder will do the configuration as per the functional requirement shared by NIC.

The Bidder shall not change the architecture and configuration frozen during deployment and commissioning of the infrastructure unless NIC/User Department desires.

1.2 Network Management System (NMS)

1.2.1 Network Monitoring and Management (NMS)

The Bidder shall deploy the NMS application on a MeitY empaneled cloud to manage the entire network infrastructure. The cost of hosting and deploying NMS application shall be borne by the Bidder.

The NMS application shall take care of the following:

- i. Provide customized Map and Topology integration with third party APIs and GIS and also with „Bharat Map“ of NIC.
- ii. Network Fault & Performance monitoring
- iii. Real-Time Visibility and Analytics of Network.
- iv. NMS should support operator/admins access logins to User Department
- v. Alarm co-relation and Root Cause Analysis Capabilities
- vi. Real time alarm notifications in e-Mail and SMS
- vii. Dashboard for different types of alarms and network Summary
- viii. On Demand dashboard for daily & historic network health and Alarms
- ix. SNMPV1, V2, V3 and ICMP polling
- x. Support for IPV4 and IPV6
- xi. SNMP Trap for OSPF, BGP and another network protocol

1.2.2 Network Configuration Management

- a) L2/L3 Switch Configuration capturing and saving
- b) Change configuration capturing on the basis of „configuration change“ SNMP Trap and SNMP Polling
- c) Scheduling of configuration change alerts in SMS or Email
- d) Remote Push, edit and delete configuration support

1.2.3 Network Traffic Analysis

- a) Netflow/ Sflow based traffic Analysis and dashboard presentation of different types of traffic flow in the network



1.2.4 Network Report Generation and Scheduling

- a) Network Link Utilization, Availability and Down Time report generation
- b) Report generation in graphical format and tabular format with color coding
- c) Scheduling of reports in email and SMS to the concerned person
- d) Saving and Periodically backup of Network and Server reports
- e) Customized reporting and integrated report edit or for graphical and tabular report generation

1.2.5 Syslog/Log Monitoring

1.2.6 QOS(Quality of Service) for performance and packet drops

1.3 Application Support and Hardware Management

1. Onsite functional and technical support for seamless access of various important application running at User Departments such as EDR, e-office, digital signature, eSign, VC, Kavach and other government browser/app-based applications in the end user desktop, laptop or any other handheld devices.
2. Train the trainers of the User Department on the functioning of various applications. Bidder shall co-ordinate with application OEMs in support from the User Department for hands on training on the applications to their deployed staff.
3. Coordination for implementation of Application security, OS update, Antivirus update, Patch management, software update, syncing with NTP, etc. at the User Department desktop, laptop
4. Operation and management of required Network, Security, Video and Voice Hardware and Software Infrastructure as per NIC IT and security policy
5. Operation and Management of I/O devices such as printers, VOIP, Wi-Fi etc.
6. Operations and Maintenance of Voice and Video Communication
7. Assisting in configuration of various VC platforms such as Zoom, Teams, Bharat VC, Webex, etc.
8. Assisting User Department in setting Video Conferences(VC):
 - o Bidder shall assist User Department in conducting uninterrupted VC
 - o Bidder to coordinate and ensure that Quality Service is implemented till the end point of the VC studios for maintaining the quality of audio and video transmission during VC sessions
 - o Bidder to ensure availability of onsite support during executive / critical / VIP VC sessions to provide necessary support and address any issue arising during the VCs

- o For any peripherals/equipment required for the successful operation of the VC studio, Bidder will coordinate with the User Department
 - o Bidder to ensure that Quality Service is implemented in backbone network by coordinating with NIC.
 - o The onsite support personnel shall extend the VC support on holidays, if required
9. Deployment of patches and antivirus

1.4 Third Party Coordination

1. Bidder will maintain a log of the Annual Maintenance Contracts(AMCs) for all the components installed at the User Department
2. Bidder to coordinate with OEMs/Suppliers/Vendors for timely maintenance for the equipment and components to maintain the 100% delivery of the services
3. For the components whose AMC will get over, Bidder to coordinate with OEMs/Suppliers/Vendors for extension of the AMCs well in advance.
4. Bidder will coordinate with OEMs/Suppliers/Vendors for replacement within warranty period, repair of the faulty equipment, etc.
5. Bidder shall coordinate with Telecom Service Providers so that the defined SLA are maintained
6. Third party vendor co-ordination for ensuring IT infrastructure fault resolution and timely serviceability.

1.5 LAN Management

1. LAN support, maintenance, monitoring, at User Departments.
2. The Bidder shall monitor the LAN cables(UTP/ Fibre) frequently so that the cables are in good working condition. In case the cables are cut or faulty, the Bidder shall change the cables post discussion with User Department. Bidder shall remove the faulty cables, replace the cable, put in the conduit back in a way that the aesthetic of the place is maintained
3. For other accessories (such as faulty LAN connectors and IO Box, etc.) associated with changing / laying of UTP Cable or Fibre Cable, the Bidder will replace these items where ever required.

[Handwritten signature]

1.6 Asset& Configuration Management

1. The Bidder shall utilize automated asset management tools to prepare the information asset register (IAR) for all IT assets deployed in the User Department.
2. The IAR shall capture criticality, rating, classification, owner and custodian of the Asset.
3. The IAR shall also capture asset related details such as the date of commissioning, date of installation, warranty period, AMC period, etc.
4. For applications such as (OS, Patch, Antivirus, etc.), the IAR shall maintain the date of last update, date of upcoming update, etc.
5. The IAR shall have identifier which will identify whether the assets are procured by Bidder or procured by User Department.
6. Bidder shall host the Asset Management application on a MeitY empanelled cloud. The cost of hosting and deploying Asset Management application shall be borne by the Bidder.

The Bidder will create credential for NIC/User Departments through which the end users will have complete visibility of the all the assets, IAR, etc. as well as access to generate all type of reports

1.7 Helpdesk and Ticketing System

1. In case of any issue faced by the User Department, the User Department will contact the Bidder for the quick resolution of the issue
2. Bidder resource available at the site shall cater to the issue raised by the end user
3. Bidder shall also maintain a toll-free number for providing offline support and shall do troubleshooting required for resolving the issues
4. Bidder shall setup helpdesk and ticketing application where an operator will raise a ticket based on the issue mentioned over the toll-free number, helpdesk email Id
5. As soon as a non site support receives a call for resolving an issue, the Bidder will also raise a ticket for the same in the helpdesk / ticketing tool implemented by Bidder
6. Bidder shall provide access of the helpdesk to the end users at User Department for raising the tickets through online portal
7. The course of action for Bidder for the raised ticket can be of following three types:
 - a. **For IT infrastructure installed by the User Department:**
 - ☐ Bidder will raise the ticket and will follow up with the concerned OEM/Supplier /Vendor for urgent resolution of the issue
 - ☐ Bidder will update the ticket accordingly and will keep the ticket in "In Progress" State.

- In case there is a requirement for replacement of any IT infrastructure, Bidder will coordinate with respective OEM / Supplier / Vendor for the same
- Once the issue is resolved, the Bidder will take the consent of the User Department and will close the ticket

b. For IT infrastructure installed by NIC:

- Bidder will raise the ticket and will follow up with the concerned NIC coordinator for the same
- Bidder will raise a request with NIC and subsequently update its ticket with the service request number raised by NIC
- Once the issue is resolved by NIC and the NIC service request is closed, the Bidder shall close its ticket as well.

If the User Department does not give the consent even after sufficient time has elapsed after the issue is resolved, the Bidder will close the ticket mentioning the reason. In such case, the resolution time will be the time at which the Bidder has mentioned the resolution of the issue.

Bidder shall also maintain a User Department wise log of the tickets raised to accommodate exemptions (if any) in SLA

8. Bidder will create credential for NIC/User Departments through which the end users will have complete visibility of the all the tickets, issues, resolution provided as well as access to generate all type of reports
9. Bidder shall host the helpdesk and ticketing application on a MeitY empanelled cloud. The cost of hosting and deploying Helpdesk and Ticketing System shall be borne by the Bidder.

1.8 Telecom Service Provider (TSP) Management

1. Coordination with TSP (BSNL, MTNL, RAILTEL, PGCIL etc.) for seamless operation and last mile connectivity
2. Maintaining network connectivity in coordination with Service Providers.
3. Bidder shall coordinate with the TSPs for setting up lease lines connectivity with MTNL, BSNL, PGCIL and RAILTEL etc.
4. Bidder shall also coordinate with TSPs to ensure the performance of the links(E.g. Packet drops, flapping of links, CRC error, etc.)
5. Horizontal (Last Mile) Connectivity Management at user's location

Bidder shall be responsible for last mile monitoring and maintenance and will work in consultation with respective NIC PoP in-charge/Nodal Person. Bidder shall also help User Department for roll out of e-Governance projects.

1.9 MANPOWER AND CAPACITY BUILDING

1. Bidder shall deploy sufficient competent resources onsite to ensure the smooth functioning of the entire setup and comply with the SLA. The deployed resources shall be capable of handling day to day issues related to network, IT, software application, etc.
2. The manpower deployed by the Bidder shall fulfil the below mentioned basic requirement:
 - a. The education qualification of the deployed manpower shall be/B-Tech in ECE,IT, CS/MCA/M.Sc. or equivalent
 - b. The resource shall have minimum experience of working in networking / IT services projects as mentioned in the RFP.
 - c. The resource shall have valid global network/security certification
 - d. The resources shall have good communication skill
3. For the deployed manpower, the Bidder will further ensure the following:
 - a. Bidder shall provide valid Identity Card to the deployed manpower and shall make sure that the deployed manpower wears the Identity card all the time when in the premise of the User Department. Bidder to ensure that the deployed manpower is well groomed and maintain professional appearance.
 - b. Bidder shall perform Background Verification, Police Verification(if necessary) of the staff
 - c. Provide desktop/laptop to the deployed manpower for day to day working
4. It will be the responsibility of the User Department to perform following activities:
 - a. Generate security IDs and entry passes for the deployed manpower
 - b. Create biometric access for the deployed manpower.
 - c. Provide appropriate space for seating of the resources deployed by the Bidder.
5. Bidder shall deploy sufficient manpower depending on the number or nodes / users at any User Department so that all the services are rendered seamlessly, and the manpower is available immediately if there is any issue.

5. GENERAL

1. Bidder shall strictly follow Standard Operating Procedures (SoPs) provided from time to time by NIC / User Department to achieve efficacy and avoid any miscommunication
2. Bidder will provide APIs to NIC to access the data of Asset Management Application, Helpdesk& Ticketing Application and Network Management System Application(as and when required) for central visibility.

3. SLA and Performance reports for smoother day to day operations.
4. Creation and preparation of manuals, procedures, documents and MIS reports.
5. Up to date documentation of configuration and change management.
6. Bidder shall provide SPOC (Single Point of Contact) to co-ordinate with User Department/NIC for all issues in relation to services provided.
7. Bidder shall share business continuity planning
8. Bidder shall report any violation of site works/access permission.

Bidder shall provide an escalation matrix for problem resolution to the User Department by providing the Names, Designations, Contact Number(s) and Email ID's of the persons to be contacted. The Bidder shall also provide website URL for such purpose.

6. Approximate number of locations for the Bidders

Offices/Locations Approximate	locations
NITI Aayog, Sansad Marg, New Delhi	Please go through point no. 2 of RFP

The number of aforementioned locations are tentative and is for reference only.

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7. ICT INFRASTRUCTURE TO BE MANAGED BY BIDDER

S.N.	ICT INFRASTRUCTURE	Number
1.	Computer Infrastructure	
a.	All In One/Desktop	68/800
b.	Laptop/Tablet / any other handheld device	198
c.	MFP Network Printer	120
d.	Support I/O peripherals like External drive, speakers, web Cam etc.	28
2.	Applications Support	
a.	EDR	No
b.	E-office	700
c.	Digital Signature (DSC)	200
d.	eSign	1
e.	Kavach	1050 active clients
f.	Patch Management	From time to time
g.	Antivirus	25
h.	Software Updates	From time to time
i.	OS updates	From time to time
j.	Cloning of client	No
k.	VPN	133
l.	WiFi setup/ Wi-Fi access points	77
m.	NAC	Covers network of NITI Aayog users in NITI Bhawan, Sansad Marg, New Delhi
n.	All other government browser & app based application	Web based applications developed by NIC/NeGD/SDAs are being managed and maintained by respective project teams.
3.	VC Setup a) Studio/ Web based Video conferencing	12
4.	Network & Security Components	
a.	L2/L3 Switch with accessories	61
b.	Router	1
c.	UTM Device / Firewall	0
5.	Attendance Device a) Bio-metric attendance system	30
6.	LAN Management	1200

7	Leased Line	2
8	VoIP	15
9	Cabling (UTP / Fibre)	452/2
10	I/O Ports	432
11	IP based CCTV Surveillance Camera (network support)	No

The additional terms and conditions as per direction of DG, NIC regarding Cyber Security are enclosed for necessary compliance.

8. Additional Terms and Conditions

A. Compliance Status Ministry/Department for Enhancing Cyber Security of Ministry/Department

1. Regular Cyber Security Audits and Vulnerability Assessments:

- o Conduct cyber audits three times in a year (2 Internal Audit, 1 External Audit) through CERT-In empaneled agencies.
- o Perform regular vulnerability assessments and penetration testing (VAPT) of the Ministry's/Department's infrastructure.

2. Regular patching of Systems/Devices:

- o Patch and update all the systems (servers, desktops, laptops, network devices) with the latest security updates and configurations along with Operating Systems, Application Software and Device Firmware.
- o The process of updating the system patches should be automated.
- o Set operating systems and browsers to auto-update from trusted sources to ensure the latest security patches are applied.

3. Endpoint Security:

- o Install NIC managed End Point Security Solutions i.e. Endpoint Detection and Response (EDR) and Unified Endpoint Management (UEM) on all the systems in the network. These solutions should be regularly updated with latest patterns/signatures.
- o Regularly scan all the user end points and servers for malware infection to detect and mitigate threats.
- o The logs from End Point Security solutions should be continuously monitored for needful action on security events.

4. Asset Inventory Management:

- o Maintain an up-to-date inventory of all the IT assets deployed in the network including IP schema, hardware, software, and network devices.
- o Map hardware devices to respective users for accountability and tracking purposes.

5. Equipment Replacement and Security Compliance:

- o Replace obsolete equipment with modern and secure alternatives.
- o Disconnect devices from the network that do not meet security compliance standards.

RPB

6. **Host Firewall Configuration:**
 - o Configure host firewalls on systems to restrict lateral movement within the network.
 - o Implement appropriate firewall rules to prevent unauthorized access.
7. **Data Encryption:**
 - o Encrypt important files, USB drives, and hard drives to protect sensitive information from unauthorized access or disclosure.
8. **Network Segregation:**
 - o Implement virtual LAN (VLAN) segregation to separate zones and restrict communication between VLANs using access controls and firewall rules.
9. **Administrative and User Access Separation:**

Separate administrative access and user access on all the systems to minimize the risk of unauthorized actions.
10. **Internet Access Control:**
 - o Grant internet access to limited users as determined by the CISO.
 - o Restrict internet access for other users based on job roles and responsibilities
11. **Authorized Software Management:**
 - o Maintain a list of authorized applications to be installed on the systems
 - o Unauthorized or unapproved software's should be uninstalled from the systems immediately.
12. **Remote Control Software and Social Media Restrictions:**
 - o Uninstall remote control software (e.g., Anydesk, Team Viewer) from organization devices.
 - o Prohibit the use of P2P messaging applications like WhatsApp /Telegram on office systems.
 - o Restrict access to commercial email and social media applications on official systems.
13. **Restrict External Devices:**
 - o The use of external devices within the Ministry's/Department's network unless properly authorized and scanned formal ware.
14. **Secure Printing and Wi-Fi Configuration:**
 - o Configure printers and Wi-Fi networks according to security guidelines to prevent unauthorized access or data breaches.
15. **Mobile Hotspot and Public Network Restrictions:**
 - o Ban the connection of mobile hotspots and other public networks to ensure secure network connections.
16. **Robust Logging and Retention:**
 - o Implement robust logging mechanisms to capture and retain logs of security events and incidents for auditing and investigation purpose and send the same to the central logging platform of NIC-CERT.
17. **Compliance with GIGW Guidelines:**
 - o Ensure that all websites hosted by the Ministries/Departments adhere to the Guidelines for Indian Government Websites (GIGW).
18. **Incident Reporting and Response:**
 - o Mandatorily report all cybersecurity incidents to NIC-CERT and CERT-IN within 6 hours of detection.
 - o Take timely action on alerts shared by NIC-CERT and CERT- TN for proactive incident response.

20/1

19. **Data Loss Prevention and Mobile Device Management:**
 - o Implement data loss prevention measures to monitor and prevent unauthorized transmission of sensitive data outside the Ministry's/Department's network.
 - o Deploy a mobile device management solution to enforce security policies on mobile devices connected to the organization's network.
20. **Secure Disposal of IT Assets:**
 - o Establish proper procedures for the secure disposal of IT assets, including computers, laptops, and other devices, to prevent data leakage or unauthorized access to sensitive information.
21. **Secure Remote Access Controls:**
 - o Implement secure remote access controls such as secure VPN connections with two-factor authentication and to protect remote access to the Ministry's/Department's network and resources.
22. **Incident Response Plan Testing and Security Awareness:**
 - o Regularly test the effectiveness of the Ministry's/Department's incident response plan through table top exercises and simulations.
 - o Conduct regular security awareness training programs for employees to educate them about current threats, phishing attacks, and best practices for maintaining cybersecurity.
- B. Compliance Status for Government Applications**
 1. **Vulnerability Assessment and Penetration Testing:**
 - o Develop a detailed schedule for conducting regular vulnerability assessments and penetration tests of all servers hosting web applications.
 2. **Regular Server Updates and Patching:**
 - o Implement a proactive patch management process to ensure that all servers hosting web applications are regularly updated and patched.
 - o Monitor and track vulnerabilities and security advisories related to the server software and promptly apply necessary patches.
 3. **OS and Software Stack Updates:**
 - o Establish a process to regularly update the operating systems and software stacks used in the web applications.
 - o Obtain updates only from trusted and official sources to ensure the integrity and security of the software.
 4. **Security Audit of Applications:**
 - o Perform comprehensive security audits of all applications whenever they are upgraded or customized.
 - o Engage security experts to assess the applications for vulnerabilities, misconfigurations, and compliance with security best practices.
 5. **Multi-Factor Authentication(MFA):**
 - o Implement multi-factor authentication for all web applications to enhance the security of user accounts.
 - o Enforce the use of strong authentication factors, such as a combination of passwords, biometrics, tokens, or smart cards.
 6. **Phishing Email Analysis:**
 - o Establish a structured process to analyze and respond to phishing emails targeting the organization and its web applications.
 - o Train employees on identifying and reporting suspicious emails and implement mechanisms to prevent successful phishing attacks.

7. Real-Time Log Monitoring:

- o Implement a centralized log management system to monitor logs from web applications and related infrastructure in real time.
- o Use security information and event management(SIEM) tools to detect anomalies, suspicious activities, and potential security breaches.

8. Securing Admin Credentials:

- o Implement strong access controls and protection mechanisms to secure administrator credentials for the servers hosting web applications.
- o Enforce secure password policies, enable two-factor authentication for admin accounts, and regularly review and update access rights.

9. Malware Removal and Persistence:

- o Conduct thorough scans and investigations to identify and remove any forms of persistence malware employed by threat actors on the servers.
- o Implement endpoint protection and malware detection solutions to prevent and detect malware infections.

10. Application White listing for Internet Access:

- o Restrict access to web applications on the Internet to only those applications that have been approved and white listed by the NIC.
- o Implement access controls, firewalls, and filtering mechanisms to prevent unauthorized access to sensitive applications.

11. Secure Remote Work:

- o Enable work from home arrangements through designated and secured laptops that meet the NIC's security standards.
- o Utilize secure virtual private network (VPN) connections to ensure secure and encrypted communication between remote workers and the Government's network.

12. Secure Coding Practices:

- o Implement secure coding practices, such as input validation, Output encoding, and proper error handling, to mitigate common web application vulnerabilities like cross-site scripting (XSS), SQL injection, and remote code execution.
- o Provide training and guidelines to developers on secure coding practices and conduct code reviews to ensure adherence to security standards.

13. Web Application Firewall(WAF):

- o Deploy a web application firewall as an additional layer of defense to protect against common web application attacks, such as cross-site scripting (XSS), SQL injection, and distributed denial-of-service (DDoS) attacks.
- o Regularly update and configure the WAF rules to address emerging threats and vulnerabilities.

14. Content Security Policy(CSP):

- o Utilize Content Security Policy to mitigate risks associated with code injection attacks, inline scripts, and unauthorized content loading.
- o Define and enforce a strict CSP policy to control the sources and types of content that can be loaded and executed on web pages.

SP

15. Secure Third-Party Integrations:

- o Implement a process for vetting and evaluating the security posture of third-Party integrations used in web applications.
- o Conduct due diligence on third-party providers, assess their security controls, and establish contractual agreements that address security requirements.

16. Secure Backup and Disaster Recovery:

- o Establish a robust backup and disaster recovery strategy for web applications and associated data.
- o Regularly backup application data and test the restoration process to ensure data integrity and availability in the event of a system failure or breach.

17. Security Incident Reporting and Documentation:

- o Define a process for reporting and documenting security incidents related to web applications.
- o Establish clear channels for reporting incidents, documenting the details, and conducting post-incident analysis to identify lessons learned and implement necessary improvements.

9. Project/Program Management

- i. The agency needs to ensure that resources deployed can undertake all required activities of NITI Aayog's network and infrastructures as defined in this RFP and the resources are delivering work with optimum efficiency and quality.
- ii. The performance and discipline of the resources provided by the Service Provider should be ensured.
- iii. Regular progress reporting and review of the same with the concerned Project coordinator at NITI Aayog will be the responsibility of the Service Provider.
- iv. Timely and quality output will be an overarching responsibility of the Service Provider.
- v. The Project plan including scope of work, job requirements, timelines and resource requirements shall be finalized by NITI Aayog. These resources shall be engaged as per the requirements of the project.

10. Earnest Money Deposit (EMD) & Fixed Deposit Receipt (FDR): Five (5%) percent of the estimated costs. Exemptions can be considered as per GeM's rule. The EMD should be issued in the name of the firm but hypothecated to Pay and Accounts Officer, NITI Aayog. The EMD of the lowest selected bidder may be refunded only after submission of FDR. The EMD should reach within a period of one day after end of bid submission date to the following addresses:

Ranjay Kumar
Section Officer
Room No. 415, NITI Aayog
Sansad Marg, New Delhi.



FDR: The successful bidder shall have to deposit performance security deposit (FDR) @ 3% of the total contract value within a period of 15 days from the date of award of contract. The FDR should be in the form of bank guarantee (BG)/FDR issued in the name of the firm but hypothecate to Pay & Accounts Officer, NITI Aayog payable at New Delhi. The FDR should remain valid for a period of sixty days beyond the date of completion of the contractual obligation. In case, the contract is further extended beyond the initial period, the BG/FDR will have to be accordingly renewed by the bidder.

11. Responsibilities of the Service Provider

- i. Service Provider would be required to provide qualified manpower as per the requirement in the RFP for selection/replacement, capable of supporting the functioning of the project/ department in a manner agreed with the NITI Aayog. The services shall be rendered as per the agreement terms of the NITI Aayog and Service Provider.
- ii. Service Provider shall provide Manpower Services at NITI Aayog premises as per Schedule of Work/Requirements, which may be amended from time to time by the NITI Aayog during the Contractual period and it shall always form part and parcel of the Contract. The Service Provider shall abide by such assignments as provided by the NITI Aayog from time to time.
- iii. Service Provider shall have appropriate insurance cover for its personnel for personal accident and death whilst performing the duty and the NITI Aayog shall own no liability and obligation in this regard.
- iv. The Service Provider shall exercise adequate supervision to reasonably ensure proper performance of Manpower Services in accordance with Schedule of Requirements.
- v. The Service Provider shall issue identity cards/identification documents to all its employees who will be instructed by the Service Provider to display the same.
- vi. Personnel of the Service Provider shall not be the employees of the NITI Aayog, and they shall not claim any salary or allowances, compensation, damages, or anything arising out of their employment/duty under this Contract. The Service Provider shall make them known about this position in writing before deployment under this agreement.
- vii. All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the NITI Aayog.
- viii. It is the responsibility of the Service Provider to provide manpower for the above listed work. The manpower must be segregated, based on their years of experience:
- ix. The responsibility of effective and efficient delivery would rest with the Service Provider.
- x. Thus, the education qualifications and experience of the manpower deployed would be left to the subjugation of the Service Provider, subject to them meeting the minimum qualifying criteria.

- xi. The police verification, character and antecedent's verification of the employees is the whole and sole responsibility of the Service Provider. The same may be verified by the NITI Aayog at the time of joining of the employees, if desired.
- xii. The Service Provider shall ensure the following in respect of his employees:
- xiii. The working hours and days of the outsourced employees will be as per the existing applicable rules of the respective Central/State Government organizations. However, they must work on extended hours and/or holidays, if necessary and required based on demand of work.
- xiv. In an event of deployed personnel availing leave and if required by NITI Aayog suitable substitute(s) shall be provided by service provider as per mutual understanding with NITI Aayog.
- xv. Consequent to poor performance of deployed manpower, service provider shall immediately replace the deployed manpower thereby maintaining service levels and continuity.
- xvi. Working shifts (includes day and night shift) if any, and daily working hours shall be mutually agreed upon between NITI Aayog and service provider prior to deployment of manpower.
- xvii. The attendance of the employees will be entered in the register provided by the Service Provider and/or in the Aadhar based Biometric attendance system at the NITI Aayog premises. The persons deployed should be polite, cordial, and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Corporation or office concerned.
- xviii. The persons deployed shall, during their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.

12. Responsibilities of the NITI Aayog

- I. NITI Aayog may provide all the required equipment and facilities at the location(s) where the manpower Services are to be deployed to enable Service Provider's employees to perform and deliver as per agreed Terms and Conditions of this RFP.
- II. The NITI Aayog shall notify the Service Provider of any dishonest, wrongful, or negligent acts or omissions of the Service Provider's employees or agents in connection with the Services as soon as possible after the NITI Aayog becomes aware of them

SPS

- iii. The NITI Aayog shall not be under any obligation for providing work to any of the personnel of the Service Provider after the expiry of the contract. The NITI Aayog does not recognize any employee employer's relationship with any of the workers of the Service Provider.

13. Special Terms and Conditions of the Service

- i. The Service Provider should have a legal status, whether it will be a registered Partnership Firm/Company under Companies Act having legal entity having all statutory licenses/registration for carrying out such activity as well has had registration for income tax.
- ii. The Service Provider shall ensure that all the relevant licenses/registrations/permissions, which may be required for providing the services, are valid during the entire period of the contract; failing so shall attract the appropriate penalties. The documents relevant in this regard shall be provided by the Service Provider to the NITI Aayog on demand.
- iii. Consortiums and sub-contracting are not allowed for the scope of this tender.
- iv. All the deployed requisite manpower as per the terms and conditions of the Bid must be employee of the Service Provider and no subcontracting is allowed.
- v. No medical facilities or reimbursement or any sort of medical claims thereof in respect of employees provided by the Service Provider will be entertained by the NITI Aayog.
- vi. The NITI aayog or its representative shall have the right to inspect and/or to test the Services/Solution/Technology to check their conformity to the contract Specifications at no extra cost to the NITI aayog.
- vii. The NITI aayog will in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the employee or by the Service Provider. The employees as well as the Service Provider shall comply with the relevant rules and regulations applicable at present and as may be enforced from time to time, for which the NITI aayog's department would not be liable or responsible in any manner. The onus of compliance to all the applicable laws/acts/rules shall only rest with the Service Provider.
- viii. The Service Provider shall be required to keep the NITI aayog updated about the change of address, change of the Management etc. from time to time.
- ix. The NITI aayog shall have the right, within reason, to have any personnel removed who is undesirable with proper reasoning and similarly the Service Provider reserves the right to remove any personnel with prior intimation to the NITI aayog, emergencies, exempted.
- x. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.

- xi. The Service Provider shall nominate a coordinator who shall be responsible for regular interaction with the NITI aayog Department so that optimal services of the persons deployed could be availed without any disruption.
- xii. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the NITI Aayog Department.
- xiii. The NITI Aayog Department shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider during their performing the functions/duties, or for payment towards any compensation.
- xiv. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.
- xv. In case a deployed person leaves the job in between (because of unsatisfactory performance or any other reason) or is absent for 3 consecutive days without any information to the NITI Aayog, then an alternate equivalent resource is to be deployed by the Service Provider with immediate effect. NITI Aayog will not make any payment for the duration when the required services are not rendered by the appointed agency.
- xvi. The Service Provider should furnish copies of all appointment documents of the deployed manpower to NITI Aayog for its records from time to time.
- xvii. Retaining a candidate deployed by the Service Provider shall be the prerogative of NITI aayog and no resource change shall be made without written consent of the concerned Project Coordinator of the NITI Aayog.
- xviii. In the event of the service provider or the concerned division of the company being taken over/bought over by another company, it shall be ensured in the negotiation for their transfer that all the obligations under the agreement with NITI aayog, are passed on for compliance by the new company/new division.
- xix. For the manpower deployed, The Service Provider will keep with them, their Aadhaar Number, Permanent Account Number (PAN), present and permanent address, educational and technical qualification details, character verification certificates, specimen signature and two passport size photographs and furnish this details/information to NITI Aayog at the time of deployment or soon thereafter as the case may be.
- xx. This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However, in case if any condition specified in General Terms and Conditions is contradicted by the condition stipulated in Service Level Agreement, then it will override the conditions in the General Terms and Conditions.

14. Activity Schedule, Deliverables and Payment Terms

- a. All payments to the Service provider shall be made upon submission of invoices along with relevant signoffs from NIC/NITI Aayog and also after releasing payments to outsourced manpower. The selected bidder may ensure that the payments of salary to the outsourced manpower working in NITI Aayog should be before 7th of every months.
- b. The above payments are subject to meeting of SLAs, failing which the appropriate deductions as mentioned in the SLA section of this RFP, will be made.
- c. The payments for the manpower deployment cost will be made within the standard government norms monthly after the delivery of the services subject to deductions/penalties as defined in the RFP.
- d. Any monetary figure in decimal shall be rounded off to the nearest INR

15. Service Level Agreement (SLA)

If any SLA is breached then same shall be treated as a breach of contract and NITI aayog will have full rights to terminate the contract after giving a notice of 30 days.

16. Code of Integrity in Public Procurement, Misdemeanors and Penalties for Non-Compliance to Service Level Agreement :

Procuring authorities, Consultants, suppliers, contractors, and consultants should observe the highest standard of integrity and not indulge in prohibited practices or other misdemeanors, either directly or indirectly, at any stage during the Procurement Process or the execution of resultant contracts.

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Penalties will be levied on the service provider for the violation of service level agreement of the contract as mentioned below:

	Service level agreement	Penalties for non-compliance
1	Full control and overall responsibility of existing application / APIs within 30 days by the Service Provider's	Up to 30 days: No Penalty More than 30 days: A penalty of 1% of the total work order value in delay of each week beyond 30 days from the date of work order with capping of 10% of work order value. Post this it will lead to contract termination.
2	Non-deployment of any manpower mentioned in the contract as per the date of joining	Up to 7 Days, - No penalty Beyond 7 days @1% per day of the total value (excluding GST etc.) of that resource mentioned in the order. Beyond 30 days, NITI Aayog will be free to cancel the order and get the work done through alternate sources at the cost and risk of the defaulting Service Provider. The order will be cancelled and order cancellation charges @10% of the work Order value will be applicable.
3	Replacement/ Closure of new position to be Completed within the 7 days of NITI Aayog raising the replacement request.	- Up to 7 days no penalty - Beyond 7 days @1% per day of the total value (excluding GST etc.) of that resource mentioned in the order. - Beyond 30 days, NITI Aayog will be free to cancel the order and get the work done through alternate sources at the cost and risk of the defaulting Service Provider. The order will be cancelled and order cancellation charges @10% of the work Order value will be applicable.
4	If a resource is absent for 7 consecutive working days without any reasonable cause, then the resource will have to be replaced if required.	Substitute within 7 days with equivalent resource failing which, @ 0.5% per day of the total value of the absent resources up to 15 days. Beyond 15 days, @1% per day of the total value of the absent resources up to 30 days. Beyond 30 days, cancellation of the contract with cancellation charges @ 10% of the work order value.

17. Indemnity

- a. The NITI Aayog stands indemnified of all legal obligations, past/present/future, of the service provider with its professionals/resources deployed to NITI Aayog.
- b. The NITI Aayog stands absolved of any liability on account of death or injury sustained by the staff deployed by the Service Provider during the performance of the contract and for any damages or compensation due to any dispute between the Service Provider and its staff so deployed.
- c. The Service Provider will indemnify NITI Aayog of any infringement of third-party rights under the Patents Act or the IPR.

18. Confidentiality

The Service Provider and their deployed personnel will not, either during the term or after expiration of this contract, use, sell, disclose any proprietary or confidential information relating to the software, services, contract or business or operations of NITI Aayog or its clients without the prior written consent of NITI Aayog. The service provider must sign the Non-Disclosure Agreement with NITI Aayog.

19. Security

The Service Provider will ensure that no information about the software, hardware, database, and the policies of the client organization is taken out in any form including electronic form or otherwise, by the manpower posted by them.

20. Termination of Contract:

i. Termination by NITI aayog:

The NITI Aayog reserves the right to suspend any of the services and/or terminate this agreement in one or more of the following circumstances by giving 30 days' notice in writing:

- a. In case NITI Aayog finds the illegal use of connections, hardware and software tools that are dedicated to NITI Aayog or its clients only.
- b. In case the Service Provider is not paying salary continuously for 2 months or three defaults in payment of salary in a year to the manpower against the order as per the terms and condition of the tender. The NITI Aayog may ask the Service Provider to provide proof of salary transaction to the manpower deployed by them.
- c. In case the Service Provider is not meeting the Qualification, experience of the manpower as per the terms and conditions of the tender.
- d. In case the Service Provider is not providing benefits of PF/EPF, ESIC or Medical Insurance etc. or other facilities as per tender document to the eligible manpower.
- e. In case the Service Provider is not depositing TDS deducted from the salary of the manpower to the Income Tax Department.

NITI Aayog reserves the right to suspend any of the services and/or terminate this agreement in the following circumstances by giving 90 days' notice in writing.

ii. Termination for Insolvency, Dissolution etc.:

The NITI Aayog may at any time terminate the contract by giving written notice to the qualified bidder without compensation to the qualified bidder, if the qualified bidder becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of company, provided that such termination will not prejudice or affect any right of action or remedy which has accrued thereafter to NITI Aayog.

iii. Termination for Default:

The NITI Aayog may without prejudice to any other remedy for breach of contract, (including forfeiture of security deposit) by written notice of default issued to the Service Provider, terminate the contract in whole or in part after sending a notice to the Service Provider in this regard: a) If the Service Provider fails to deliver any or all of the services within the time period(s) specified in the contract, or any extension thereof granted by NITI Aayog, or b) If the Service Provider fails to perform any other obligation under the contract.

iv. Termination for Convenience:

The NITI Aayog may by written notice, sent to the selected bidder, terminate the order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for NITI Aayog's convenience, the extent to which performance of work under the order and/or the contract is terminated and the date upon which such termination becomes effective. NITI Aayog reserves the right to cancel the remaining part and pay to the selected bidder an agreed amount for partially completed Services.

v. Conditions for Termination:

- a) Upon occurrence of an event of default as set out in above clauses, NITI Aayog will deliver a default notice in writing to the Service Provider which shall specify the event of default and give the Service Provider an opportunity to correct the default.
- b) At the expiry of the notice period, unless the party receiving the default notice remedied the default, NITI Aayog may terminate the agreement.

21. No Claim Certificate:

The qualified bidder shall not be entitled to make any claim, whatsoever, against NITI aayog or its clients/representatives under or by virtue of or arising out of this contract nor shall NITI aayog or its clients entertain or consider any such claim after Bidder shall have signed a "no claim" certificate in favour of NITI aayog or its client in such forms as shall be required by NITI aayog after the works are finally accepted.

22. Suspension:

NITI Aayog may by a written notice of suspension, suspend all payments to the qualified bidder under the contract, if the qualified bidder failed to perform any of its obligations under this contract, (including the carrying out of the services) provided that such notice of suspension: Shall specify the nature of the failure and shall request the qualified bidder to remedy such failure within a specified period from the date of issue of such notice of suspension.

23. Force Majeure:

- i. Force majeure clause will mean and be limited to the following in the execution of the contract/orders placed by NITI Aayog:
 - War/hostilities.
 - Riot or Civil commotion.
 - Earthquake, flood, tempest, lightning, or other natural physical disaster.
 - Restriction imposed by the Government or other statutory bodies, which is beyond the control of the agencies, which prevent or delay the execution of the order by the Service Provider.
- ii. The Service Provider will advise NITI Aayog in writing, duly certified by the local chamber of Commerce, the beginning, and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, NITI Aayog reserves the right to cancel the order without any obligation to compensate the Service Provider.

24. Arbitration:

NITI Aayog and the Service Provider will make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the agreement/order. If any dispute arises between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for the general or the special conditions, such dispute will be referred to two arbitrators, one to be appointed by each party and the third to be appointed by the NITI Aayog and the award of the arbitration, as the case may be, will be final and binding on both the parties. The arbitrators or the umpire, with the consent of parties, may modify the time frame for making and publishing the award. Such arbitration will be governed in all respects by the provision of the Indian Arbitration Act, 1996 or later and the rules thereunder and any statutory modification or re-enactment, thereof. The arbitration proceedings will be held in New Delhi, India.

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25. Applicable Law:

The Agreement/Contract/order will be governed by the laws and procedures established by the Govt. of India within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. The Service Provider and their deployed personnel either during the contract or after its completion shall not disclose any proprietary or confidential information relating to the services, contract or business or operations of NITI Aayog without the prior written consent of NITI Aayog.

26 Selection of Lowest bidder

- The bidders are required to submit quotes inclusive of all taxes according to GeM's format. However, the bidder who has been selected as L1 bidder is required to submit break-up details according to format enclosed with RFP before awarding of contract.

27. Evaluation of Technical Bids

- The Technical Bids will be evaluated as per the evaluation criteria in RFP. The duly constituted Tender Evaluation Committee may examine technical part of the bids and will declare the name of Technically qualified bidders.
- The TEC may require verbal/written clarifications from the Bidders to clarify ambiguities and uncertainties arising out of the evaluation of the Bid documents.
- The TEC would also invite each shortlisted applicant to make a presentation to demonstrate its understanding of the assignment, and its proposed approach, development methodology, architecture, key features and work plan. The presentation should be preferably be made by the proposed key personnel.
- On the basis of the presentation given by the applicants, the TEC will recommend the name of Technically qualified bidders for opening of their commercial bids.

28. Opening of Commercial Bid

- Tender Evaluation Committee will open the Commercial Bids (online at GEM portal) of only Technically Qualified Bidders, in the presence of the nodal officer / designated representatives of the Bidder who choose to attend, at the time, date and place, as decided and communicated by Authority. The committee will also recommend the name of L1 bidder for awarding of contract.



29. Resource Categories, Educational Qualifications and Experiences

S. No	Domain	No. of outsourced personnel	Experience	Educational Qualifications
1.	Network Administrator	1	At least 15 years' experience in the field of LAN and WAN including Virtual segmentation, UEM, ERD, Anti-Virus solutions and Virtual conference in various platforms like studio based and third party system like Zoom, WebEx, Microsoft Team, Google meet etc. and implementation of Cyber Security guile lines.	B.Tech (IT / CS/E&C/ equivalent) /M.C.A / M.SC (IT).
2	Senior Network Field operator	2	10 years' experience in the field of LANand WAN including Virtual segmentation, UEM, ERD, Anti-Virus and virtual conference in various platforms like studio based and third party system like Zoom, WebEx, Microsoft Team, Google meet etc. and implementation of Cyber Security guile lines.	B.Tech (IT / CS/E&C/ equivalent) /M.C.A / M.SC(IT)
3	Network Field Operators	5	At least 3 years experience in the filed of computer networks including LAN and WAN including trouble shooting of Local Area Network and e-mail operations and Virtual conference in various platforms like studio based and third party system like Zoom, WebEx, Microsoft Team, Google meet etc. To under take work assign day to day by Network Administrator/Senior Network Field operator.	BCA / B. SC (IT) followed by at least one year certificate in Application testing

Note:

- o The CVs for each proposed candidate need to be submitted as per the prescribed format in this RFP.

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30. Annexures and Forms:

Note: Bidders must fill and submit these forms as per prescribed formats in this RFP only.

30.1 Format for Covering Letter

(To be submitted on the letter head of the bidder)

To

Subject: Submission of Proposal for RFP No. <<...>>

Dear Sir,

This is to notify you that our company is submitting a Proposal in response to RFP No of NITI Aayog, Primary & Secondary contact for our company are as follows:

	Primary Contact	Secondary Contact
Company Name and Address		
Name		
Mobile		
E-mail		

For supplying items/delivering services under this RFP we are

Appointing <Name of Authorized Partner> (if applicable) as our Authorized Partner.

We are responsible for communicating to NITI Aayog in case of any change in the Primary or/and Secondary contact information mentioned above. We shall not hold NITI Aayog responsible for any non-receipt of Proposal process communication in case such a change of information is not communicated and confirmed with NITI Aayog on time.

By submitting the proposal, we acknowledge that we have carefully read all the sections of this RFP document including all forms, schedules, and appendices hereto, and are fully informed of all existing conditions and limitations. We also acknowledge that the company agrees with the terms and conditions of the RFP and the procedure for bidding, evaluation, and selection.

We have enclosed the Bid Security Declaration as per the RFP conditions and we understand that it is liable to be forfeited in accordance with the provisions of RFP documents. We confirm that information contained in this response or any part thereof, including documents and instruments delivered or to be delivered to NITI Aayog, are true, accurate, verifiable, and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part misled NITI Aayog in its evaluation process.

We fully understand and agree that on verification, if any of the information provided here is found to be misleading the evaluation process or result in unduly favors to our company in the evaluation process, we are liable to be dismissed from the selection process or termination of the contract with NITI Aayog.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/ company/firm/organization and empowered to sign this document as well as other documents, which may be required in this connection.

Yours sincerely,

On behalf of [bidder's name]

Authorized Signature [In full and initials]: Name & Title of

signatory: Name of Firm:

Address:

Seal/Stamp of bidder:

Place: Date:



30.2 Format for Bank Guarantee

To,

NITI Aayog,
Parliament Street,
NITI Aayog-110001

WHEREAS the successful bidder (hereinafter called "the agency"), having its office at

_____ has undertaken, in pursuance of Work order/LOI dated

_____, to provide services under this RFP category.....to NITI Aayog, Gol (hereinafter called "the beneficiary") having its office at Parliament Street, NITI Aayog,

And whereas it has been stipulated by in the said Work order/Letter of Intent no. _____ of Intent that the Agency shall furnish a bank guarantee from a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the Work order/Letter of Intent issued dated_____.

And whereas we, _____(Name of the Bank) a banking company incorporated and having its head /registered office at____(address of the registered office>> and having one of its offices at <<address of the local office) have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of INR _____

_____(Rupees _____) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the Work Order/Letter of Intent and without cavil or argument, any sum or sums within the limits of INR _____(Rupees _____) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Agency before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the Work Order/LoI issued to be performed there under or of any of the contract which may be made between you and the agency shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until _____(Insert

Date). Notwithstanding anything contained herein:

- i) Our liability under this bank guarantee shall not exceed INR _____ (Rupees _____).
- ii) This bank guarantee shall be valid up to _____ period.
- iii) It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before _____ failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date



30.3 Format for Technical Bid

Technical Bid Covering Letter

<Location, Date>

To,

Subject: Submission of the Technical- qualification bid.....

Dear Sir,

The undersigned, on behalf of [give the name of firm], offer to provide the services in accordance with your RFP dated [Insert Date] and our Proposal. We are hereby submitting our technical proposal.

We hereby declare that all the information and statements made in this technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of this RFP document. We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Please put the Technical-qualification table given in this RFP and its compliance inline to the RFP

Yours sincerely, (Authorized Signatory)

(Name, Designation, Address, Contact Details, Seal, Date)



30.4 Format for Financial Bid

Technical Bid Covering Letter

<Location,

Date>

To,

Subject: Submission of the Financial bid for RFP.....

Dear Sir,

The undersigned, on behalf of [give the name of firm], offer to provide the services in accordance with your RFP dated [Insert Date] and our Proposal. We are hereby submitting our financial proposal.

We agree to abide by all the terms and conditions of this RFP document. We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document. We understand you are not bound to accept any Proposal you receive.

Sl No	Profile	Quantity (No of Position)	Man, Month Rate (in INR inclusive of Taxes)	Duration (in Months)	Total Cost (in INR inclusive of Taxes)
		A	B	C	D= A*B*C
1	Network Administrator	1		24	
2	Senior Network Field Operator	2		24	
3	Network Field Operator	5		24	
6.	Service/Admn. Charges	For 24 months inclusive all taxes			
	Total Value in Figure				
	Total Value in Words				

(Note: The bidders are required to submit financial quote according to GeM's format inclusive of all taxes. However, the bidder will be required to submit Price-break-up details in prescribed format before award of contract, if they are selected for awarding of contract.)

- In the financial bid format, the rate shall be quoted in Indian Rupees in figures and words. In case of discrepancy between the rate quoted in figures and words, the rate quoted in words will be taken as final and shall be binding on the agency.
- All payments will be subjected to deduction of application taxes and penalties if any as per SLA.
- The bidders are required to submit a Financial Quote according to GeM format.

Yours sincerely (Authorized Signatory)
(Name, Designation, Address, Contact Details, Seal, Date)

30.5 Bank Guarantee Format for EMD

(To be submitted when the form of EMD submission is BG)

(On Non-judicial stamp paper of Rs.100.00)

Bank Guarantee

NITI Aayog,
Parliament Street ,
New delhi-110001

Dear Sir,

We _____ (full name of the banker) having our registered Office at _____
(Address of Bank's registered Office) hereby refer to the GEM Bid No. _____ for IT
Manpower issued by NITI Aayog.

M/s _____ (fill in the name of bidder) has approached the bank for
providing a Bank Guarantee for EMD for participation in said tender.

Under the terms of said tender, the Bidder is required to provide a bank guarantee in a
form acceptable to the purchaser for the amount of 4,50,000/- (Rupees Four Lakhs
Fifty Thousand Only) on account of EMD.

We, _____ (Name of the Bank), hereby, give this Bank Guarantee No. _____
dated _____ for an amount of Rs 4,50,000/- (Rupees Four Lakhs Fifty Thousand Only)
on account of EMD.

Upon default of the tender, we, ----- (Name of the bank), do hereby agree
unequivocally and unconditionally to pay immediately on demand in writing from the
Airports Authority of India or any Officer authorized by it on its behalf any amount not
exceeding 4,50,000/- (Rupees Four Lakhs Fifty Thousand Only) to NITI Aayog on
behalf of the Bidder.

The determination of the fact of breach and the amount of damages sustained and or
liability under the guarantee shall be in the sole discretion of the purchaser whose
decision shall be conclusive and binding on the guarantor.

This bank guarantee is confirmed and irrevocable and shall remain in effect until
_____ (the validity shall be six months from the date of opening of Tender) and
such extended periods which may be mutually agreed to. We hereby expressly waive
notice of any said extension of the time for performance and alteration or change in any
of the term and conditions of the said tender.

Truly yours,

(Authorized Signatory of the Bank)



30.6 Format for Non-Blacklisting Self Declaration

<<On Bidder's

Letterhead>>

To,

This is to certify that _____ (name of the bidder),
having registered office at _____ (address of the
registered office), as on date of submission of the bid, doesn't have the status
of being blacklisted or made ineligible by Govt. of India / State Govt. / Govt.
Agencies for participation in future bids for unsatisfactory performance,
corrupt, fraudulent or any other unethical business practices or for any other
reasons.

In case our organization gets blacklisted by any Government entity, even during
the contract period, we will inform the same to the NITI Aayog in writing within
15 days from the date of blacklisting. In case of concealing any such
information with NITI Aayog, we are liable for the termination of the contract.

Signature: (Authorized Signatory) Name:

Designation: Address: Seal:

Date:

[Handwritten signature]

30.7 Format of submission of CVs

The bidder should submit the CV of all the required resources for evaluation in the below for-mat:

1.	Name			
2.	Proposed position			
3.	Date of birth			
4.	Years with bidder's firm (if applicable)			
5.	Nationality			
6.	Education			
	Degree (Specialization)	Institution	Year in which obtained	
7.	Professional certifications			
	Certification	Accreditation date	Valid up to date	
8.	Languages details (Languages should be graded as <u>basic, average, and advanced</u> depending on the reading, writing, speaking skill of the resource person)			
	Language known	Reading	Writing	Speaking
9.	Area of expertise (It will be preferred if the resource person has expertise in areas relevant to the role defined for this project. It is expected that the same should be reflected in work experience details required in this format)			
10.	Employment record (starting with present position, list in reversed order every employment held for the last ten years and state the start and end dates of each employment)			

	Employer	From	To	Position held and description of duties								
11.	Work experience details (Work undertaken that best illustrates resource person's capability to handle the work proposed in NITI Aayog project and tasks performed. Preference should be given to those projects in which the 'position held' by the resource person is like 'proposed position' for the project.) Project name: (Please mention the details of <u>each</u> project separately) <table border="1"> <tr> <td>Client name:</td> <td>Position held:</td> </tr> <tr> <td>Project duration:</td> <td>Number of team members:</td> </tr> <tr> <td colspan="2">Technology used in project:</td> </tr> <tr> <td colspan="2">Brief description of the activities carried out by the resource person:</td> </tr> </table>				Client name:	Position held:	Project duration:	Number of team members:	Technology used in project:		Brief description of the activities carried out by the resource person:	
Client name:	Position held:											
Project duration:	Number of team members:											
Technology used in project:												
Brief description of the activities carried out by the resource person:												
12.	I understand that my willful misstatement described herein may lead to my disqualification or dismissal, if engaged.											
	Name and signature (resource person)		Name and signature (authorized signatory of bidder)									
	Date of signing		Place of signing									

[Handwritten signature]

.....End of Document.....