

RailTel Corporation of India Ltd
(A Mini Ratna PSU under Ministry of Railways)



NOTICE INVITING EXPRESSION OF INTEREST (EOI)

EOI No. : RCIL/EOI/CO/ITP/2023-24/IT services to RCIL customer/19 dated 06.03.2024

Expression of Interest (EOI) for **Selection of Partner (Pre-Bid Arrangement)** for
“IT services to RCIL customer”

Issued by:

RailTel Corporation of India Ltd

(A Mini-Ratna PSU under Ministry of Railways)

Corporate Office,

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

East Kidwai Nagar, New Delhi - 110023,

Ph No. +91-011- 22900600 Fax No. +91-011-22900699

<https://www.railtelindia.com>

Disclaimer

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

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



SCHEDULE OF EVENTS

EOI No. : RCIL/EOI/CO/ITP/2023-24/IT services to RCIL customer/19 dated 06.03.2024

1	EOI Document Availability	EOI document can be downloaded from website http://www.railtelindia.com from 07-03-2024 onwards till last date of submission of the EOI.
2	Cost of the EOI Document	NIL
3	EOI Earnest Money Deposit (EOI-EMD) to be submitted along with EOI Response	₹ 5,00,000/- (Rs. Five Lakh Only) to be paid through NEFT / RTGS/DD / PBG in favour of RailTel Corporation of India Limited, New Delhi. RailTel Bank Details : Union Bank of India, Account No. 340601010050446, IFSC Code - UBIN0534064.
4	Last date of submission of response to EOI Response	1500 Hrs on 14-March-2024
5	Date & Time of Opening of EOI Response	1530 Hrs on 14-March-2024
6	Mode of Submission of EOI Response	Physical Submission of Sealed Envelope containing Technical Bid and Commercial Bid. The physical submission is to be done at the address as mentioned in this EOI document. All interested partners may note that this is a 'Single Packet Bid Submission'. EOI response submitted through any other mode will not be accepted.

Note : Only RailTel empanelled partners are eligible to participate in EOI process and submit EOI response.

Contact Details for this EOI :

Level 01 : Ms. Rosy Sharma / Dy. General Manager (IT) / [rosys\[at\]railtelindia\[dot\]com](mailto:rosys[at]railtelindia[dot]com)

Level 02 : Sh. Naresh Kumar / Jt. General Manager (IT) / [naresh\[dot\]kumar\[at\]railtelindia\[dot\]com](mailto:naresh[dot]kumar[at]railtelindia[dot]com)

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1. About RailTel

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

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

2. Background of EOI

RailTel Corporation of India Ltd (hereafter referred to as ‘RailTel’) an ICT arm of Indian Railways has been in the forefront of building innovative platforms and solutions and vision to build range of Information and Communication Technology (ICT) Services for its customers.

In this regard, RailTel intends to participate in the tender floated by M/s National Internet Exchange of India (hereafter referred to as ‘NIXI’) and accordingly want to select a suitable partner for pre-bid arrangement. The details of pertinent tender are as below :

Tender Title : Design, Supply, Installation, Testing, Commissioning, Operation & Maintenance of the Hardware & Software for Setting up of: (1) CCA SSL Root setup along with NIXI SSL CA setup at NIXI DC and DR Sites along with consultancy & all compliances for ensuring Web Trust certifications for the setup including incorporation of CCA Root for SSL in major web browsers (2) NIXI Certifying Authority for Digital Signature Certificates under CCA Root as per CCA Guidelines (3) NIXI Certifying Authority for e-Sign under CCA Root as per CCA Guidelines

Tender No : GEM/2024/B/4663442

Tender Document Availability (including corrigendum) : <https://gem.gov.in>

Note : Interested partners are strongly advised to refer the pertinent tender documents, corrigendum or any other document published by NIXI in this regard at the link mentioned above or as mentioned by NIXI. Interested partners have to search on their own all the relevant information / documents published by NIXI on GeM portal.

3. Scope of Work & Partner Selection

3.1. Interested partners may refer to the NIXI' Tender Documents including subsequent corrigendum for Tender No. GEM/2024/B/4663442 [hereafter referred to as 'OPES']) to understand the overall Scope of Work.

3.2. Interested partners need to submit their EoI response in form of duly signed and stamped and sealed techno-commercial bid at the RailTel office either through post or by-hand, within the stipulated date and time, as mentioned in this EOI document. Address of the RailTel office where bid is to be submitted is :

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

3.3. Interested partners may note that this is a 'Single Packet Single Envelope' Bid. The bid should be placed in a sealed envelope. The cover envelope should have below information :

- EoI Name and Number
- Last Date and Time of Submission
- Addressed to the contact persons as mentioned in this EOI document
- Address of the Office where EOI is to be submitted, as mentioned in this EOI document.

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

3.5. For the opened bid, the bidder will be selected on the lowest quote (L-1) basis for complete 'Scope of Work' as mentioned in the NIXI's OPES tender document, subject to the respective overall bid is in compliance to the requirements of this EOI. The so selected partner will be termed as 'Commercially Suitable Partner (hereafter referred to as 'CSP')'. It is re-mentioned, that the final selection of CSP will be on the L-1 basis only. Further, RailTel reserves the right to have negotiation with the CSP.

3.6. 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 NIXI's OPES tender document. However, RailTel at its discern, may take-up a certain portion / percentage of 'Scope of Work' by communicating to the CSP at any point of time during the engagement period. *(The day at which 'CSP' is declared, will mark the start of engagement period. The period will be valid till final outcome of the OPES tender is announced by NIXI. In case, RailTel comes out to be winner of the OPES tender, then the engagement period will get auto-extended to the period RailTel serves NIXI for the OPES 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 based on negotiated *(in case)* commercial bid of the CSP.

- 3.7. RailTel based on inputs / factors available to it from various resources, past experiences of its ICT projects and based on negotiated (*in case*) commercial bid of the CSP, will endeavour to place best techno-commercial bid in response to the pertinent NIXI's tender. Further relationship with CSP will be based on the outcome pertinent NIXI's tender.
- 3.8. Validity of the submitted bid (technical and commercial) should be of 120 days from the last date of submission of EOI response as mentioned in this EOI document.

4. Compliance Requirements for Interested Bidder

- 4.1. The interested partner should be an Empanelled Partner with RailTel on the date of bid submission. Copy of RailTel's Empanelment Letter may be submitted in this regard.
- 4.2. The interested bidder should submit Earnest Money Deposit or submit MSME registration proof for taking EMD exemption (for micro and small units only) as details provided under clause number 5.7.
- 4.3. The interested bidder should comply to insertion of Rule 144(xi) in the GFR, 2017 vide office OM no. 6/18/2019-PPD dated 23-July-2020 issued by Ministry of Finance, Government of India, including revisions.
- 4.4. The interested bidder should not be backlisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body in India, on the last date of submission of EOI.
- 4.5. There should not be any ongoing or past, arbitration case(s) between 'RailTel' and 'Interested Bidder' on the last date of submission of EOI.
- 4.6. The interested bidder should have a valid Goods and Service Tax Identification Number (GSTIN), as on the last date of submission of EOI.
- 4.7. The interested bidder should have minimum accumulative turnover of not less than Rs. 56.25 Cr and shall be profitable for last three years (FY 22-23,21-22,20-21). Copies of audited balance sheets/ CA certificate with UDIN number is required to be submitted.
- 4.8. The bidder should have experience of successfully execution of similar work in last seven years for any (PSU/Govt./Semi-Govt. organisation) with order value as below:
- a) One work order of value of Rs. 22.50 Cr or
 - a) Two work orders of value of Rs. 15 Cr or
 - c) Three work orders of value of Rs. 11.25 Cr

Note : 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 4.1. to Clause 4.6.

5. Earnest Money Deposit (EOI-EMD)

- 5.1. The bidder shall furnish a sum as Earnest Money of amount ₹ 5,00,000/- in the form of online transfer or Demand Draft or Performance Bank Guarantee from any scheduled bank in India in favour of “RailTel Corporation of India Limited” payable at New Delhi.
- 5.2. The EMD may be forfeited if a bidder withdraws his offer or modifies the terms and conditions of the offer during validity period and in the case of a successful bidder, if the bidder fails to accept the Purchase order and fails to furnish performance bank guarantee (security deposit) in accordance with clause 6.
- 5.3. Offers not accompanied with Earnest Money shall be summarily rejected.
- 5.4. Earnest Money of the unsuccessful bidder will be discharged / returned as promptly as possible as but not later than 30 days after the expiry of the period of offer / bid validity prescribed by the Purchaser.
- 5.5. The successful bidder's EMD will be discharged upon the bidder's acceptance of the purchase order satisfactorily and furnishing the performance bank guarantee in accordance with clause 6.
- 5.6. Earnest Money will bear no interest.

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 contract or 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 partners 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 120 days from the date of submission of EOI, as mentioned in this EOI document. Further, bid should be made valid for 120 days from the date of issuance of work order / purchase order by NIXI in favour of RailTel, in case RailTel emerges as successful bidder in pertinent NIXI's tender.
- 8.2. RailTel may request for an extension of the period of validity. The request and the responses thereto shall be made in writing through e-mail communication only.

9. Right to Terminate the Process

RailTel may terminate the EOI process at any time without assigning any reason. RailTel makes no commitments, express or implied, that this process will result in a business transaction with anyone. This EOI does not constitute an offer by RailTel. The interested partner's participation in this process may result in RailTel selecting the 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 partner should consider any Corrigendum to this EOI document that may have been published before submitting their EOI response. The bid is to be submitted in the mode as mentioned in this EOI document. EOI response submitted in any other mode will not be entertained.
- 11.2. Interested partners in their own interest are advised to submit the EOI response well in time before the last date and hence to avoid any inconvenience at the last moment.
- 11.3. An Organization / Interested Partner can submit only 'One EOI Response'. Submission of multiple EOI Response by interested partner(s) may lead to rejection of all of its bid.

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

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

13. Payment Terms

- 13.1. Payment will be on '**back-to-back**' basis and as per the payment terms mentioned in the pertinent NIXI's tender.
- 13.2. Payment will be released after receiving the invoice for the work / services and after RailTel has received the payment from NIXI for the same work / services. Any deduction / penalties levied by NIXI 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.

14. Performance Bank Guarantee (PBG)

- 14.1. In case of successful participation by RailTel in the pertinent NIXI's tender and subsequent engagements with CSP, The CSP shall at its own expense, deposit with RailTel, within thirty (30) days must submit a PBG equivalent to (03% to 10%) of the order value on receipt of work order from RailTel. The PBG should remain valid for period as per RailTel contract with customer. The claim period should be 1 year beyond the completion of contract. An unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled Commercial Bank as per the format enclosed in this EOI is to be submitted, payable on demand, for the due performance and fulfilment of the contract by the CSP. All charges whatsoever such as premium, commission, etc. with respect to the PBG shall be borne by the CSP. Besides, if the total BG amount comes upto ₹ 05 Lakhs, then same should be deposited through DD/RTGS/NEFT.
- 14.2. The PBG would be valid for a period of 120 days from the date of validity of the contract. The PBG may be discharged / returned by RailTel upon being satisfied that there has been due performance of the obligations of the CSP under the contract. However, no interest shall be payable on the PBG. In the event, CSP being unable to service the contract for whatsoever reason, RailTel would invoke the PBG at its discern. Notwithstanding and without prejudice to any rights whatsoever of RailTel under the contract in the matter, the proceeds of the PBG shall be payable to RailTel as compensation for any loss resulting from the CSP's failure to complete its obligations under the contract. RailTel shall notify the CSP in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the CSP is in default.
- 14.3. RailTel shall also be entitled to make recoveries from the CSP's bills, PBG or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction, or misstatement.
- 14.4. If the service period gets extended by virtue of extension of same by NIXI, PBG should also be extended accordingly.
- 14.5. During the contract period, RailTel may issue Purchase Order for the additional services ordered by NIXI (*in case*) to RailTel. In such scenario(s) also, Clause No. 14.1. to Clause No. 14.4. are to be followed by the CSP.

15. Details of Commercial Bid / Financial Bid

- 15.1. Interested partner should submit commercial bid strictly as per the format mentioned at Annexure-06 of this EOI document 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 NIXI (*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 NIXI may surrender some or all of the quantities of service items ordered to RailTel during the contract period and accordingly the contractual amount between RailTel and CSP shall be considered.

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

16. Duration of the Contract Period

The contract duration shall be same as of NIXI’s contract duration with RailTel until otherwise terminated earlier. The contract duration can be renewed / extended by RailTel at its discretion, in case NIXI extends / renews services with RailTel by virtue of extending / renewing / new issuance of one or more Purchase Order(s) placed by NIXI 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 issued to the CSP, terminate/or suspend the contract / agreement under any of the following circumstances:

- a) The CSP failing to perform any obligation(s) under the contract / agreement.
- b) The CSP failing to rectify, within the time prescribed, any defect as may be pointed out by RailTel.
- c) Non adherence to Service Level Agreements (SLA) which RailTel has committed to CRIS for the pertinent tender.
- d) The CSP going into liquidation or ordered to be wound up by competent authority.
- e) If the CSP is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to RailTel in writing. In that case, the written notice can be modified by RailTel as deemed fit under the circumstances. RailTel may either decide to issue a termination notice or to continue the agreement by suitable modifying the conditions, as it feels fit under the circumstances.
- f) It shall be the responsibility of the CSP to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of contract / agreement is pending and if the Quality of Performance of Solution is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of which CSP’s PBG related to contract /

agreement along with PBG related to the Empanelment Agreement 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 will be forfeited.

19. Dispute Settlement

19.1. In case of any dispute concerning the contract / agreement, both the CSP and RailTel shall try to settle the same amicably through mutual discussion / negotiations. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and Conciliation 1996 or any amendment thereof. Place of Arbitration shall be New Delhi.

19.2. The arbitral tribunal shall consist of the Sole Arbitrator. The arbitrator shall be appointed by the Chairman & Managing Director (CMD) of RailTel Corporation of India Ltd..

19.3. All arbitration proceedings shall be conducted in English.

20. Governing Laws

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

21. Statutory Compliance

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

21.2. The Bidder shall comply and ensure strict compliance by his/her employees and agents of all applicable Central, State, Municipal and Local laws and Regulations and undertake to indemnify RailTel, from and against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule, including but not limited to the claims against RailTel or its Customer under Employees Compensation Act, 1923, The Employees Provident Fund and Miscellaneous Provisions Act, 1952, The Contract Labour (Abolition and Regulation) Act 1970, Factories Act, 1948, Minimum Wages Act and Regulations, Shop and Establishment Act and Labour Laws which would be amended/modified or any new act if it comes in force whatsoever, and all actions claim and demand arising therefrom and/or related thereto.

22. Intellectual Property Rights

22.1. Each party i.e. RailTel and CSP, acknowledges and agree that the other party retains exclusive ownership and rights in its trade secrets, inventions, copyrights, and other intellectual property and any hardware provided by such party in relation to this contract / agreement.

22.2. Neither party shall remove or misuse or modify any copyright, trade mark or any other proprietary right of the other party which is known by virtue of this EOI and subsequent contract in any circumstances.

23. Severability

In the event any provision of this EOI and subsequent contract with CSP is held invalid or not enforceable by a court of competent jurisdiction, such provision shall be considered separately and such determination shall not invalidate the other provisions of the contract and Annexure/s which will be in full force and effect.

24. Force Majeure

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

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

25. Indemnity

25.1. The CSP agrees to indemnify and hold harmless RailTel, its officers, employees and agents (each an "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from :

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

- b) The failure by the CSP to fulfill any covenant or condition contained in this contract by any employee or agent of the Bidder. Against all losses or damages arising from claims by third Parties that any Deliverables (or the access, use or other rights thereto), created by CSP pursuant to this contract, or any equipment, software, information, methods of operation or other intellectual property created by CSP pursuant to this contract, or the SLAs (i) infringes a copyright, trade mark, trade design enforceable in India, (ii) infringes a patent issues in India, or (iii) constitutes misappropriation or unlawful disclosure or used of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); or
- c) Any compensation / claim or proceeding by ECT or any third party against RailTel arising out of any act, deed or omission by the CSP or
- d) Claim filed by a workman or employee engaged by the CSP for carrying out work related to this agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

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

26. 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:

- a) Is already known to the receiving Party at the time of disclosure:
- b) Is or becomes part of the public domain without violation of the terms hereof;

- c) Is shown by conclusive documentary evidence to have been developed independently by the Receiving Party without violation of the terms hereof:
- d) Is received from a third party without similar restrictions and without violation of this or a similar contract.

27.3. The terms and conditions of this contract, and all annexes, attachments and amendments hereto and thereto shall be considered Confidential Information. No news release, public announcement, advertisement or publicity concerning this contract and/or its contents herein shall be made by either Party without the prior written approval of the other Party unless such disclosure or public announcement is required by applicable law.

27.4. Notwithstanding the above, information may be transmitted to governmental, judicial, regulatory authorities, if so, required by law. In such an event, the Disclosing Party shall inform the other party about the same within 30 (thirty) Days of such disclosure.

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

28. Insurance

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

29. 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.

30. 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. All other terms and conditions between CSP and RailTel shall be on **back-to-back** basis as mentioned in OPES tender document including corrigenda.

31. Integrity Pact

The 'Integrity Pact' as per Annexure-07, shall be submitted by the Bidder duly signed in all pages along with the Bid. Selected bidder shall submit integrity pact on stamp paper and submit the same to RailTel.

EOI COVER LETTER
(On Organization Letter Head)

Bid Ref No. :

Date:

To,

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

Ref : EOI No - RCIL/EOI/CO/ITP/2023-24/IT services to RCIL customer/19 dated 06.03.2024

Dear Sir,

1. I, the undersigned, on behalf of M/s, having carefully examined the referred EOI offer to participate in the same, in full conformity with the said EOI and all the terms and conditions thereof, including corrigendum issued till last date of submission of EOI.
2. I agree to abide by this Proposal, consisting of this letter, Technical and Commercial Proposals, for a period of 120 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.

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

Ref : EOI No. RCIL/EOI/CO/ITP/2023-24/IT services to RCIL customer/19 dated 06.03.2024

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

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

Bid Ref No. :

Date:

To,

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

Ref : EOI No. RCIL/EOI/CO/ITP/2023-24/IT services to RCIL customer/19 dated 06.03.2024

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



CHECKLIST OF DOCUMENTS FOR TECHNICAL BID

S. No.	Document
1	EOI Document Copy including Corrigenda (if any), as Downloaded from RailTel's Website
2	EOI Cover Letter (<i>Annexure-01</i>)
3	Copy of RailTel's Empanelment Letter
4	Details of NEFT/RTGS/DD towards EOI-EMD
5	Integrity Pact (on company letter head)
6	Compliance to Rule 144 (xi) of GFR, 2017 (<i>Annexure-02</i>)
7	Undertaking for Non-Blacklisting & Arbitration Case (<i>Annexure-03</i>)
8	Copy of Permanent Account Number (PAN) & Taxpayer Identification Number (TAN)
9	Copy of Goods and Service Tax Identification Number (GSTIN)
10	Documents against clause number 4.7 and 4.8 under compliance requirement

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.



PROFORMA FOR PERFORMANCE BANK GUARANTEE*(On Stamp Paper of ₹ One Hundred)*

To,

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

1. In consideration of the RailTel Corporation of India Limited (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 do hereby undertake to pay RailTel an amount not exceeding Rs. (Rs Only) against any loss or damage caused to or suffered or would be caused to or 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 an 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 or claim under

the Guarantee is made on us in writing on or before We shall be discharged from all liability under this Guarantee thereafter.

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 of 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 affect 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 2023 for (Name of Bank)

In the presence of Witnesses:

1. Signature With Date

Name

2. Signature With Date

Name



PROFORMA FOR SIGNING THE INTEGRITY PACT
(On company letter head)

RailTel Corporation of India Limited, hereinafter referred to as “The Principal”.

And

....., hereinafter referred to as “The Bidder/ Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fair- ness/transparency in its relations with its Bidder(s) and /or Contractor(s).

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

Section 1- Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Principal, personally or through family members, will in connection with the EOIRFP for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will during the EOIRFP process treat all Bidder(s) with equity and reason.

The Principal will in particular, before and during the EOIRFP process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the EOIRFP process and during the contract execution.

a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the EOIRFP process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during EOIRFP process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. Further, details as mentioned in the "Guidelines on Indian Agent of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent / representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure-A.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from EOI/RFP process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the EOI/RFP process or take action as per the procedure mentioned in the “Guidelines on banning of business dealings”. Copy of the “Guidelines on Banning of Business Dealings” is annexed and marked as Annexure-B.

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the EOI/RFP process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to be terminated the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the EOI/RFP process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the EOI/RFP process for action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

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

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

2. The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
3. The Principal will disqualify from the EOIRFP process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8: Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, RailTel.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the

Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the CMD, RailTel within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

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

8. If the Monitor has reported to the CMD, RailTel, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, RailTel has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

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

Section 9: Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

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

Section 10: Other Provisions

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

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

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

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

(For & On behalf of the Principal)

(Office Seal)

Place _____

Date _____

(For & On behalf of Bidder/Contractor)

(Office Seal)

Place _____

Date _____

Witness 1: _____

(Name & Address) _____

Witness 2: _____

(Name & Address) _____

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RAILTEL