



रेलटेल कार्पोरेशन ऑफ इंडिया लिमिटेड (आर सी आई एल)
RailTel Corporation of India Limited (RCIL)

Expression of Interest for Selection of System Integrator

For

“Selection of Master System Integrator for Integrated Command and Control Centre (ICCC) of Kavaratti Smart City Limited (KSCL) (including 5 years O&M)”

Electronic Eoi Document

Expression of Interest

Eoi No: - RailTel/SR/SC/Mktg/2023-24/EOI/KSCL

EXPRESSION OF INTEREST NOTICE**e-Eol No. RailTel/SR/SC/Mktg/2023-24/EOI/KSCL**

RailTel Corporation of India Ltd. (RailTel) invites bids against e-Eol from RailTel's Empanelled Business Associates for Selection of System Integrator for the work of "Selection of Master System Integrator for Integrated Command and Control Centre (ICCC) of Kavaratti Smart City Limited (KSCL) (including 5 years O&M)" **as per Kavaratti Smart City Limited, Tender No:RFP.No. 48/Smart City/2022(Vol-II) and its corrigenda**

The details are as under: -

a)	Closing date for Submission of e-Bids	Up to 15:00 hrs. of 21.02.2024 (Online)
b)	Date of opening of E-Bids	Up to 15:30 hrs. of 21.02.2024 (Online)
c)	Estimated Cost of Tender	Rs. 60.975 Crs
d)	Earnest Money Deposit (EMD) #	RS. 6300000/- IN THE FORM OF BANK GUARANTEE AS PER FORMAT IN FORM-12 CHAPTER-6. VALIDITY OF THE BG SHOULD BE 120 DAYS FROM THE LAST DATE OF SUBMISSION OF BID OR ONLINE
e)	Cost of Eol Document	Nil
h)	e-Eol portal for Submission of Bids	https://railtel.eNivida.com
g)	Place of Opening of Eol	The Office of Executive Director, RailTel Corporation of India Ltd., 1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road, opp. Shoppers Stop, Begumpet, Hyderabad- 500 016

Note:

1. Firms registered with UDYAM under Ministry of MSME are exempted from submission of cost of tender (if applicable) & EMD and no other exemptions will be given / 1. एमएसएमई मंत्रालय के तहत उद्यम के साथ पंजीकृत फर्मों को निविदा की लागत (यदि लागू हो) और ईएमडी जमा करने से छूट दी गई है और कोई अलग छूट नहीं दी जाएगी

2. Firms claiming for the above exemptions under UDYAM, have to submit supporting documents without which their offers will be considered as invalid and liable for rejection / 2. उद्यम के तहत उपरोक्त छूट के लिए दावा करने वाली फर्मों को सहायक दस्तावेज जमा करने होंगे, जिसके बिना उनके प्रस्तावों को अमान्य माना जाएगा और अस्वीकृति के लिए उत्तरदायी माना जाएगा।

3. The bidder shall bear all costs associated with the preparation, submission/participation in the bid. Purchaser in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process / बोलीदाता को बोली तैयार करने, पंजीकृत करने/बोली में भाग लेने से संबंधित सभी लागतों को वहन करना होगा। बोली पंजीकृत करने के आचरण या प्रणाली की परवाह किए बिना इन लागतों के लिए खरीदार किसी भी तरह से जिम्मेदार या उत्तरदायी नहीं होगा

Eol Notice and link for Eol Document are available on RailTel's website and e-Eol portal <https://railtel.eNivida.com> for download. For online bid submission the bidder will have to necessarily download an official online copy of the Eol documents from e-Nivida Portal. All future Information viz. corrigendum/addendum/ amendments etc. for this Eol shall be posted on the

RailTel's website and e-Eol Portal only. Printed copy of Eol document will not be sold from RailTel office. Bid will be submitted online on e-Nivida Portal only.

The bidder shall bear all costs associated with the preparation, submission/participation in the bid. RailTel in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

This Eol is covered under Integrity Pact Program of RailTel and bidders are required to sign the Integrity Pact and submit the same to RailTel along with the bids. Eol received without signed copy of the Integrity Pact document shall be liable to be REJECTED.

Hereinafter the Kavaratti Smart City Limited, Tender no: RFP.No. 48/Smart City/2022(Vol-II) and its Corrigenda/ Addenda will be referred as "Kavaratti Smart City Limited Tender" and this EOI document will be referred as "EOI"

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CHAPTER-1: OFFER LETTER

To
The Executive Director,
RailTel Corporation of India Ltd.,
1-10-39 to 44, 6A, 6th Floor,
Begumpet Airport Road, opp. Shoppers Stop,
Begumpet, Hyderabad- 500 016.

1. I/We _____ have read the various conditions detailed in Eol documents and Kavaratti Smart City Limited Tender No: RFP.No. 48/Smart City/2022(Vol-II) attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this offer open for acceptance for a period of 75 days from the date of submission and in default thereof, I/We will be liable for face action. I/We offer to do the work at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work of subject Eol within timelines as specified in Kavaratti Smart City Limited tender from the date of issue of LOA. I/We also hereby agree to abide by the Various Conditions of Eol/Contract/ Kavaratti Smart City Limited, tender and to carry out the supplies/services according to the Specifications for items/materials and works laid down by RailTel.

2. I/We have submitted the EMD in the form of Bank Guarantee/ online payment on eNi-vida portal and accept the conditions of the EMD clause. Action will be taken,

I/We withdraw or modify the offer within validity period or do not deposit the PBG (Performance Bank Guarantee) as mentioned in Clause 4.A.8 after issue of LOA,

or

I/We do not execute the contract agreement within 15 days after receipt of notice issued by RailTel that such documents are ready,

or

I/We do not commence the work within 15 days after receipt of orders to that effect.

Until a formal agreement is prepared and executed the acceptance of this Eol document shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the "Letter of Acceptance" of my/our offer for this work.

SIGNATURE OF CONTRACTOR (S)

Date

SIGNATURE OF WITNESS

CONTRACTOR (S) ADDRESS

1.

2.

CHAPTER- 2A: SCHEDULE OF REQUIREMENT (SOR)

As per Kavaratti Smart City Limited Tender No: RFP.No. 48/Smart City/2022(Vol-II)

Chapter 2B: BoQ and Make and Model details

Bidder has to specify make and model against the each SOR item.

CHAPTER-3: SCOPE OF WORK AND TECHNICAL REQUIREMENTS

All the requirement of Kavaratti Smart City Limited tender document shall be applicable. Certain aspects are brought out, but they are not exhaustive.

3.A. Introduction

3.A.1 About RailTel

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

RailTel with strong nationwide presence is committed to bring cutting edge technology and offer innovative services to the Indian Telecom market. RailTel is in the forefront in providing nationwide Broadband Telecom & Multimedia Network in all parts of the country. With its Pan India high-capacity network, RailTel is working towards creating a knowledge society at various fronts.

In addition, RailTel with its rich experience in the domain of Telecom and ICT field have been selected for implementation of various mission-mode Govt. projects in the telecom field including National Optical Fibre Network (NOFN), National Knowledge Network (NKN) and NE-I & NE-II under USOF/DoT etc.

In line with its commitment to bring next generation telecommunication technologies and services to people across the length and breadth of the country, RailTel is already providing high speed Wi-Fi network at train stations across the country.

3.A.1.1 Scope of Work

As per the Kavaratti Smart City Limited tender document attached.

3.A.1.2 Bidder's Responsibility

As per the Kavaratti Smart City Limited tender document attached.

3.A.1.3 Compliance to Technical Requirements

As per the Kavaratti Smart City Limited tender document attached.

In the offer, the bidder shall include deviation certificate (Form No. 6 of Chapter-6) statement for compliance of terms and conditions mentioned in the EoI document (which also includes Kavaratti Smart City Limited tender document).

In case of partially compliant or non-compliant bid, RailTel reserves the rights to **REJECT** the bid without assigning any reason.

3.B. INSPECTION AND SUPERVISION OF INSTALLATION, TESTING & COMMISSIONING

3.B.1. Inspection

As per the Kavaratti Smart City Limited tender document attached.

3.B.2. Installation

As per the Kavaratti Smart City Limited tender document attached.

3.B.5 Final Acceptance

As per the Kavaratti Smart City Limited tender document attached.

3.C. TRAINING, VENDOR DATA REQUIREMENT, DOCUMENTATION, AND DESIGN GUIDELINES

3.C.1 Training

As per the Kavaratti Smart City Limited tender document attached.

3.C.2 Vendor Data Requirement and Documentation

As per the Kavaratti Smart City Limited tender document attached.

CHAPTER- 4A: COMMERCIAL TERMS & CONDITIONS

4.A.1 Offer letter and Validity of offer

As per the Kavaratti Smart City Limited tender document attached.

The bidder shall complete the offer letter (Chapter-1) and the Price Schedule (Chapter-2). The offer should remain valid from the date of opening of EoI including the date of opening for a minimum period of days as indicated in Bid Data Sheet (BDS) .

4.A.2 Warranty

As per the Kavaratti Smart City Limited tender document attached.

4.A.2.1 Warranty Support

As per the Kavaratti Smart City Limited tender document attached.

4.A.3 Long Term Maintenance Support

As per the Kavaratti Smart City Limited tender document attached.

4.A.4 Implementation timeline

As per the Kavaratti Smart City Limited tender document attached.

4.A.5 Project Deployment

The successful bidder shall submit a detailed implementation plan as per the project deliverables timelines before the commencement of the project.

The successful bidder shall conduct a detailed study of functional and technical requirements of the work to make the required system configuration and design modifications to its solution if required in order to achieve the desired functionality. However, the same must be accepted and approved by RailTel/Customer.

Submission of Design Document for proposed Solution indicating all the components of the infrastructure of system for RailTel/Customer approval.

Installation and commissioning of software, hardware and equipment as per terms and conditions of the EoI and Kavaratti Smart City Limited tender.

Carry out all the customization/configuration activities as identified during Design phase by RailTel/ Customer.

RailTel reserves the right to seek customization to meet its requirements.

4.A.6 Payment Terms

4.A.6.1 Payment Terms for Capex Items:

The payment terms will be as per. Kavaratti Smart City Limited tender document on a back-to-back basis on receipt of payment from Kavaratti Smart City Limited. All terms and conditions shall be as per Kavaratti Smart City Limited tender.

Accounting unit/bill passing unit for the supplies and services under SOR is Executive Director/SR. Bills to be submitted to the authorized representative of Executive Director/SR for certifying receipt of material & services, for passing for payment.

The breakup of taxes has to be furnished and same should be reflected in the bills, Invoice should be visible in GSTR 2B or in relevant Reports of GST Portal as per GST Act so that input GST credit can be availed by RailTel (RCIL).

All invoices will be raised by the contractor state-wise.

4.A.7. Security deposit (SD) and Performance Bank Guarantee (PBG)

4.A.7.1. Security Deposit (SD):

As per the Kavaratti Smart City Limited tender document attached.

The Buyer also reserves the right to forfeit the Security Deposit of the seller during the delivery phase in the event the seller is unable to meet contractual obligations.

4.A.7.2. Performance Bank Guarantee (PBG):

As per the Kavaratti Smart City Limited tender document attached.

This bank guarantee should be submitted within 15 days from the date of final installation, testing, commissioning, integration, training and acceptance by end customer. The Bank Guarantee shall remain valid for the as per the Kavaratti Smart City Limited tender document. In case of no warranty claims towards the items under warranty, the PBG will be returned on completion of warranty period.

RailTel reserves the right to invoke the Performance Bank Guarantee submitted by bidder, in case of the following:

- a. The items supplied by bidder fail to achieve the performance as stipulated in this and Kavaratti Smart City Limited tender documents or
- b. The bidder fails to provide the warranty and other services including SLA in scheduledtime frame, as stipulated in this document or
- c. The bidder delays to provide the warranty services as stipulated in this document.

4.A.8 Verification of BG for SD/PBG –

A separate advice of the SD/PBG will invariably be sent by the SD/PBG issuing bank to the RailTel's Bank through SFMS and only after this the SD/PBG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the SD/PBG issuing bank and request them to send advice of SD / PBG through SFMS to the RailTel's Bank.

The onus is on the successful bidder to ensure submission of SD/PBG for complete contractual period as mentioned above.

4.A.9. Taxes & Duties

The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties like import, custom, antidumping, CGST, SGST, IGST, UTGST etc. The Offer should be inclusive of packing, forwarding, freight upto destination, insurance charges.

Bidder shall quote all-inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as SGST/CGST/IGST/UT GST along with respective HSN/SAC Code under GST Law (Including tax under reverse charges payable by the recipient).

Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST/SGST/IGST/UTGST in case of award of Contract. GST will not be reimbursed in the absence of valid tax invoice.

For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.

If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.

In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to RailTel, the vendor shall be liable to pay applicable interest under the GST Act to the credit of RailTel. The same provisions shall be applicable in case of debit/credit notes.

Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.

In regard to the works contract, the Bidder should have registration no. of GST in the respective state where work is to be executed and shall furnish GST registration certificate on award of LOA.

The imposition of any new tax and/or increase/ in the aforesaid taxes, duties levies, after the last stipulated date for the receipt of EOI including extensions if any and the bidder there upon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall, within

a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/default in payment of any of the above taxes, RailTel reserves the right to withhold the dues/payments of bidder and make payment to state/Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of EoI, bidder has to pass on the benefits to RailTel.

In case of imported equipment, Anti-Dumping duty if applicable on the equipment proposed to be supplied by OEM/Bidder as per extant instructions of Ministry of Commerce/Finance Government of India, has to be borne by the Bidder and shall be deducted from the amount payable to the bidder at the time of making payment to the firm, if this duty amount is paid to Custom Authority by RailTel.

4.A.10. Service Level Agreement (SLA) and Penalties during warranty period

As per the Kavaratti Smart City Limited tender document attached.

4.A.11. Manpower Support

As per the Kavaratti Smart City Limited tender document attached.

4.A.12 Insurance

The Contractor shall take out and keep in force a policy or policies of insurance against all liabilities of the Contractor or the Purchaser at common law or under any statute in respect of accidents to persons who shall be employed by the contractor in or around the site for the purpose of carrying out the works on the site. The Contractor shall also take out and keep in force a policy or policies of Insurance against all recognized risks to their offices and depots. Such insurance shall in all respects be to the approval of the Purchaser and if he so requires, in his name.

The Contractor shall take out and keep in force a policy or policies of insurance from the date, the delivery of material starts (including the transit portion) against all liabilities of the Contractor or the Purchaser. The contractor shall take out and keep in force a Policy or policies of Insurance for all materials covered in schedule of requirement irrespective of whether used up in the portion of work already done or kept for the use in the balance portion of the work until such material are provisionally handed over to RailTel. The goods will be issued by purchaser to supplier and risk of goods shall remain with supplier until the issue of final acceptance by RailTel/ Kavaratti Smart City Limited Insurance policy has to be kept valid by the contractor till issue of final acceptance by RailTel (RCIL)/Kavaratti Smart City Limited.

The Contractor should also ensure the stores brought to site, against risks in consequence of war and invasion, as required under the Emergency Risk (Goods) Insurance Act in force from time to time.

4.A.13 Liquidated Damages

Liquidated damage shall be as per Kavaratti Smart City Limited tender condition and all the LD except those attributable purely to RailTel, imposed by Kavaratti Smart City Limited shall be recovered from the contractor.

4.A.14 Transportation

The rates quoted should be CIP destination. The destination shall be Site Locations of Kavaratti Smart City Limited which shall be indicated by RailTel.

It shall be the responsibility of Bidder to transport the equipment to site for the Installation & Commissioning. Materials not installed / not to be installed at one location need to be shipped from that location to another location by the bidder as may be decided by Executive Director /SR RailTel. All transportation cost to be borne by the bidder.

4.A.19 Statutory Deductions

These will be made at source as per the rules prevalent in the Kavaratti Smart City Limited, tender.

4.A.20 Qualification Criteria

Qualifying criteria under this clause lays down minimum acceptable qualifications in various areas to ensure that qualified bidder has necessary experience, technical expertise, equipment and financial and human resources to successfully complete the project. Bids from bidders not meeting these qualification criteria may be liable to be **REJECTED**.

In case bidder has submitted the CA certificate or statutory auditor certificate against eligibility clause, contact details of CA or statutory auditor shall be mentioned.

4.A.21 Eligibility Criteria Requirements for Bidders:

Consortium of maximum 2 members are also eligible to participate. The term "Bidder" implies bidder or consortium member.

The bidder/ Consortium Members must comply with the following conditions for their eligibility in the participation for the EOI. All the members of the consortium should submit the mandatory documents for evaluation of the bid

Maximum of two members consortium will be allowed and one member out of two members will be a lead bidder. Eligibility criteria required shall either be fulfilled by one of the members alone or by combined consortium.

Consortium Agreement on Rs.500/- stamp paper and notarized should be submitted, non-submission will lead to rejection of bid.

In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Form-17 and Joint Bidding Agreement in the format at Form-18

Submit necessary declarations/certifications as per Tender Terms and Conditions:

#	Eligibility Criteria	Supporting documents required	Compliance (Y/N)
1	Legal Entity Bidder should be a company registered under the provisions of the Indian Companies Act, 1956/2013 or a partnership firm registered under the Indian Partnership Act, 1936 or the Limited Liability Partnerships Act, 2008. Bidder should be registered with the GST	Copy of Certificate of Incorporation OR Copy of LLP firm registration certificate, as applicable Copy of Goods and Services Tax (GST) certificate with GST registration number (GSTIN) Copy of PAN Card	
2	Board resolution / Power of attorney in favour of authorised signatory A board resolution OR power of attorney in the name of the person executing the bid, authorizing the signatory to commit the Bidder.	Copy of Board resolution OR Copy of Power of attorney with appropriate supporting documents	
3	Debarment / Blacklisting Bidder should not be under a declaration of in-eligibility for corrupt, fraudulent or any other unethical business practices and should not be debarred or blacklisted by any government or semi-government or government autonomous bodies or public sector undertakings or other government organization in India for any reason before the date of submission of bid.	Self-certificate letter undertaking to this effect on company's letter head signed by	
4	Financial Turnover Average annual Gross turnover of last three (3) financial years (FY 2020-2021, FY 2021-2022, FY 2022-2023) should be at least Rs:18 Crore.	Copy of the audited Balance Sheet and Profit & Loss Statement of the company Certificate from the CA auditor clearly stating the total turnover	
5	Net Worth Bidder should have a positive net worth in each of last three (3) financial FY 2010- 2021, FY 2021-2022, FY 2022-2023)	Certificate from the CA Auditor clearly stating the net worth	
6	Technical Capability (ICCC) The Bidder should have the project Experience of having successfully completed similar works during the last 7(seven) years ending last day of month previous to the one in which applications are invited should be either of the following: One project of value more than INR 40 Crores OR Two projects of value more than INR 30 Crore OR Three projects of value more than INR 20 Crores Note: Similar works means the bidder should complete establishment of at least one Integrated Command Control Centre (ICCC)/ CCTV Command Center in any of smart city/Central Govt/State Govt/PSU in any of smart city, in India.	The bidder should submit the documental proof of copies of work orders /Agreement/Go-Live. Certificate may be signed by Competent Authority	

S No.	Parameter	Eligibility Criteria	Supporting Documents to be Submitted	Compliance (Y/N)
A	Empanelment	Bidder must be empaneled with RailTel as business associate.	Copy of Empanelment letter	
B	Financial Conditions			
1	EMD	EMD of Rs. 6300000/- (Rupees Sixty three lakhs Only) in the form of Bank Guarantee. Validity of the BG should be 120 days from the Last Date of submission of Bid Scanned copy of BG should be submitted with Bid.	Physical Copy of BG should be submitted before date as defined in BDS.	
C	Technical			
1	General	Power of Attorney	Power of Attorney and Board Resolution in favor of one of its employees who will sign the Bid Documents.	
2	MAF	The bidder needs to submit the documents required under MAF from the respective OEMs as part of the solution mentioning Back-to-Back arrangement, TAC support, End of Support.	MAF as per the Kavaratti Smart City Tender Document as mentioned below: The MAF is required to be addressed to end customer referring this subject EOI in favor of RailTel.	
3	Deleted			
4	Deleted			
5	Deleted			
6	Not be black-listed	The bidder including Sub contractors should not have been black listed currently by Central Govt./State Govt./CPSU in India or anywhere globally by Government for security reasons.	Self-Declaration by the Bidder on Company's letter head	
7	Technical Manpower	Bidder should have more than 10 Technical Manpower on their payroll	Self-Certification from authorized /HR Head of the organization.	

For Startups/ BAs following relaxations are given for the eligibility criteria:

1. Technical Eligibility Criteria:

The bidder should have executed order during the last preceding 3 financial years as on opening of bid, as per following:

(A) Single order of at least 35% of tendered value.

OR

(B) Two orders of at least 20% each of tendered value.

OR

(C) Three orders of at least 15% each of tendered value.

In addition to the above, the bidder must comply with each of the following eligibility requirements:

- a. Declaration as per Form no. 14 and Form no.16 (restrictions on procurement from a bidder of a country which shares a land border with India and compliance to GoI OM regarding Make in India). The declarations mentioned above are required to be submitted from both Bidder and OEMs.
- b. The bidder must mandatorily provide Certificate of Origin from OEM for each quoted component and mention the same in the column 'Manufactured at (Place)' in the below format. For single quantity items, the bidder can declare the Country of Origin on OEM/ bidder's letterhead.

S.No	Item Description, Make, Model	Country of origin of OEM	Country of Manufacture of item	Percentage of local contents as defined by order number W-43/4/2019-IPHW-MeitY, dated 7th September, 2020 issued by IPWH division of MeitY, GoI *	Details of the location(s) at which the local value addition is made
1	Category I & II Items with description			Consolidated MII / Local Content for the complete solution declared by System Integrator (SI)/ Bidder	

- c. Bidder shall submit the online links / documents and Data / specifications sheets pertaining to the quoted items.
- d. The bidder has to provide the un-priced BOM (Bill of Materials) for all quoted components.
- e. Bidder need to provide Single point of contact and also share the support and escalation matrix with details like e-Mail IDs and Phone nos.
- f. OEM / Bidder shall declare that the quoted products are brand new and not re-furnished and repaired products. The products so provided should be the latest available.
- g. The bidder must agree to provide and execute the entire scope of work involved as per Kavaratti Smart City Limited tender document.

4.A.22 Eligibility Credentials and Verification

The bidder is required to submit purchase order and satisfactory working/implementation certificate issued by the user/customer. Purchase orders without relevant organization's confirmation through a credential letter will not be considered as implementation certificate from the client.

The Bidders shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statement/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Form no. 4 (Chapter-6). **NON-SUBMISSION OF AN AFFIDAVIT BY THE BIDDER SHALL RESULT IN SUMMARY REJECTION OF HIS/THEIR BID.** And it shall be mandatorily incumbent upon the Bidder to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Eol Document. It will not be obligatory on the part of Eol Committee to scrutinize beyond the submitted document of Bidder as far as his qualification for the Eol is concerned.

RailTel (RCIL) reserves the right to verify all statements, information and documents submitted by the bidder in his Eol offer, and the bidder shall, when so required by RailTel (RCIL), make available all such information, evidence and documents as may be necessary for such verification

In case of any wrong information submitted by Bidder, the contract shall be terminated. Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on RailTel (RCIL) for 5 (five) years.

For International project if the original client certificate and other documents are in language other than English than a translated copy duly confirmed by Indian embassy.

4.A.23 RailTel Reserves the right:

- (i) To verify, if so desired, the correctness of documentary evidence furnished by the bidder.
- (ii) To verify the successful operation and performance of qualifying projects and bidder shall arrange permission for the same.
- (iii) To carry out capability assessment of the bidder(s) including referral to in-house information.
- (iv) RailTel shall not be responsible for any delay in the receipt of Eols and reserves the right to **ACCEPT/REJECT** any or all Eols without assigning any reason. To ask the clarification and supporting documents in respect to submitted eligibility documents.

4.A.25 Evaluation of Offer

The technical bids will be evaluated in two steps-

- i. The bids will be examined based on eligibility criteria stipulated above to determine the eligible bidders.
- ii. The technical bids of only the eligible bidders shall be further evaluated based on the technical specifications of the required items and the proposal submitted by the bidder.

During evaluation of offer, if required RailTel may ask clarification or documents from the bidder.

Additional features offered by the bidder, over and above the ones asked for in the EoI documents, shall not be considered for evaluation of bids.

The bidders should quote for all items & the offer will be evaluated in totality.

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 Bidder, including GST payable, on reverse charge by RailTel.

4.A.31 Earnest Money Deposit (EMD)

All the bidders shall submit EMD in the form of Bank Guarantee (BG) as per form-12 Chapter 6 from a Nationalized/Schedule bank, Scan copy of BG shall be submitted online through E-Nivida Portal. Physical copy of the BG should reach the office of Executive Director/ Southern Region, Secunderabad on or before the Date specified in BDS.

Action will be taken 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/LOA and fails to furnish performance bank guarantee (security deposit) in accordance with clause 4.A.7.

Offers not accompanied with EMD in the form of Bank Guarantee shall be summarily **REJECTED**.

4.A.33 Offer/ Bid Prices

The bidder shall give the prices indicating all levies and taxes, packing forwarding, freight and insurance etc. The basic unit price and all other components of the price need to be individually indicated against the goods it proposes to supply under the EoI document as per schedule given in Chapter-2. The price shall be quoted in Indian Rupees only.

The break-up of price of each item of SOR in terms of basic Unit price shall be inclusive of Freight, Custom Duty, Forwarding, Packing, Insurance and any other Levies/charges already paid or payable by the bidder (with applicable taxes break-up viz. SGST/CGST/IGST/UTGST) shall be quoted in the SOR Chapter-2.

4.A.34 NIL Deviation

Bidder is required to submit the “**NIL Deviation compliance undertaking**” for all the terms and conditions of EoI including all corrigenda shall be enclosed with the offer as per proforma given in Form no. 6 (Chapter-6).

4.A.35 Inspection

Inspection will be carried by RailTel/customer appointed agency if required by customer and/or as per Kavaratti Smart City Limited tender conditions. Any additional Scope of the Inspection would be as per the requirement of the Customer.

Along with inspection call, the Bidder/manufacturer shall submit details of test procedures, test program, test parameters together with permitted values, etc., and their Quality Assurance Plan.

In case material fails during inspection, the fresh lot of material shall be offered without any extra cost, by the manufacturer/bidder. In such a case, total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer's/ bidder's account.

4.A.36 Force Majeure

If during the Agreement, the performance in whole or in part, by either 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 EVENTS), provided notice of happenings of any such EVENT is given by the affected party to the other, within twenty one (21) days from 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 Agreement shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.

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 thirty (30) 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 Agreement. Neither party shall be liable for any breach, claims, damages against the other, in respect of non-performance or delay in performance as a result of Force Majeure leading to such termination.

4.A.37 Settlement of Disputes/Arbitration

- 1) Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Arbitration and

Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be at New-Delhi.

- 2) All arbitration proceedings shall be conducted in English. Recourse against any arbitral award so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.
- 3) The Arbitral Tribunal shall consist of the Sole Arbitrator appointed by CMD/RailTel Corporation of India Limited, if the value of claim is up to Rs. 10 lakhs. If the value of the claim or amount under dispute is more than Rs. 10 Lakhs, the matter shall be referred to the adjudication of arbitral council. Chairman Managing Director (CMD) of RailTel Corporation shall furnish a panel of three names to the contractor, out of which, contractor will recommend one name to be his nominee and then CMD/RailTel shall appoint one name as RailTel's nominee and these two arbitrators with mutual consent shall appoint a third arbitrator who shall act as the deciding arbitrator in terms of Arbitration and Conciliation Act. The award of the sole arbitrator or the Arbitral council, as the case may be, shall be final and binding on both the parties. Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided herein, the parties shall nevertheless pending the resolution of the Controversy or disagreement, continue to fulfill their obligation under this Agreement so far as they are reasonably able to do so.

4.A.38 Governing Laws

The LOA 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.

4.A.39 Indemnity by Contractors

The Contract shall indemnify and save harmless RailTel from and against all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against RailTel by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

4.A.40 Termination for Default

The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the bidder, terminate this contract in whole or in part.

- a) If the bidder fails to deliver any or all of the goods within the time period(s) specified in the contract.
- b) If the bidder fails to perform any other obligation(s) under the contract; and
- c) If the bidder, in either of the above circumstance(s) does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.

4.A.41 Risk, Cost & Ownership

If the contractor fails to deliver the equipment or honour the contractual commitment within the period fixed for such delivery in the contract, the Purchaser may terminate the LOA/contract in whole or in part, the Purchaser may proceed to purchase, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered at risk and cost to contractor. The SD/ Performance Bank Guarantee shall also be encashed.

The Maximum Liability of bidder to any Loss/Damages to RailTel including Liquidity Damages and Performance Guarantee shall be limited to 100% of Value of contract.

All risks, responsibilities; liabilities pertaining to goods in transit and/or delivered at site shall remain with selected bidder till they are accepted by Kavaratti Smart City Limited. The successful bidder will make own arrangements to secure and safeguard the goods delivered at site, at their own cost. Kavaratti Smart City Limited may coordinate with the client for getting help for these arrangements.

4.A.42. Termination for Insolvency

The purchaser may at any time terminate the LOA by giving written notice to the bidder, without compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

4.A.43 Rates During Negotiation

The purchaser may call the bidder for the negotiation for reducing the rates. During negotiation the bidder/s shall not increase his/their quoted rates including payment terms in case RailTel negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the bidder/s.

4.A.44 Submission of Offer (Online Eol)

All offers in the prescribed forms should be submitted before the time and date fixed for the receipt of the offers.

In case the schedule of requirement quoted by Bidder is incomplete with reference to Eol document, the offer is liable to be **REJECTED**.

ATTESTATION OF ALTERATION: No scribbling is permissible in the Eol documents. Eol containing erasures and alterations in the Eol documents are liable to be **REJECTED**. Any correction made by the Bidder/ Bidders in his/their entries must be signed (not initialed) by him/them.

The Bidder shall submit his bid online using the e-Procurement Portal <https://railtel.eNivida.com>. For detailed instructions please refer to E-Nivida Portal.

4.A.45 Constitution of Firm and power of Attorney

Any individual(s) signing the Eol or other documents connected therewith should specify whether he is signing: -

- (a) As sole proprietor of the concern or as attorney of the sole Proprietor.
- (b) As a partner or partners of the firm.
- (c) As a Director, Manager or Secretary in the case of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Association.

In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the Eol and all other connected documents. The original Power of Attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.

RailTel will not be bound by Power of Attorney granted by the bidder or by the changes in the composition of the firm made subsequent to the execution of the contract agreement.

In case where the Power of Attorney partnership deed has not been executed in English, the true and authenticated copies of the translation of the same by Advocate, authorized translators of Courts and Licensed Petition Writers should be supplied by the Contractor(s) while Eol for the work.

Power of attorney in favour of the signatory duly authorizing the signatory. Original copy is need to be submitted by the successful bidder before issuance of LOA.

4.A.46 Opening of Eol

Bidder's Bid will be opened on specified date & time as mentioned in BDS Chapter-5 of the Eol

4.A.47 Non-Transferability & Non-Refundability

The Eol documents are not transferable. The cost of Eol paper, if any, is not refundable.

4.A.48 Errors, Omissions & Discrepancies

The Contractor(s) shall not take any advantage of any misinterpretation of the conditions due to typing or any other error and if in doubt, shall bring it to the notice of the purchaser without delay. In case of any contradiction only the printed rules, and books should be followed and no claim for the misinterpretation shall be entertained.

4.A.49 Wrong Information by bidder

If the Bidder/s deliberately gives/give wrong information in his/their EoI which creates/create circumstances for the acceptance of his/their EoI RailTel (RCIL) reserves the right to **REJECT** such bidder at any stage.

4.A.50 Limitation of Liability:

Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:

1. The Supplier shall not be liable to the Purchaser, whether in contract in tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
2. The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Purchaser with respect to intellectual property rights infringement.

4.A.51 Integrity Pact Program

This EoI is covered under Integrity Pact Program of RailTel and bidders are required to sign the Integrity Pact and submit the same to RailTel along with the bids. EoI received without signed copy of the Integrity Pact document shall be liable to be **REJECTED**.

4.A.52. Preference to Domestic Manufacturers

The provisions of the revised "Public Procurement (Preference to Make in India), Order 2017", dated 16.09.2020 (and subsequent amendments, if any, till opening of the EoI) by Department of Industrial Policy and Promotion, GoI shall apply to this EoI to the extent feasible. The criteria for Capability (verifiable evidence that they have manufacturing capability to manufacture the specified quantity and supply the same within stipulated time period), Equipment and Manufacturing facilities as well as net worth under the financial standing eligibility criteria shall be applicable to local suppliers also.

Bidders seeking Purchase preference for this EoI shall submit the documents/ declarations etc. as per latest DIPP guidelines and the applicable/associated latest letters if any till date of opening of the bid.

The necessary documentation for the individual items being declared to be Local shall be as per the stipulated guidelines as laid down in above mentioned policy letters and to be signed by the OEM as well as the bidder

Only bidders offering minimum 20% of local content for the overall solution of their offered bid (Class-I Local suppliers/bidders-minimum 50% LC and Class-II Local Suppliers/bidders-minimum 20% LC as per PPP-MII Order) are eligible to participate in this EoI. Bid of bidders offering less than 20% local content for the overall solution of their offered bid will be **SUMMARILY REJECTED**.

The System Integrator (SI) / Bidder must submit the consolidated MII (local content) % for the complete solution being offered.

The margin of purchase preference shall be 20% and shall be given to 'Class-I local supplier'. 'Margin of purchase preference' means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 (Class-II local supplier) for the purpose of purchase preference.

Class-I & Class-II Suppliers/Bidders shall furnish following undertaking on their letter head along **with their technical bid clearly mentioning % of local content**. The undertaking shall become a part of the contract.

"We M/s. _____ (Name of bidder) hereby certify that we are offering minimum Local Content of ____% of overall solution of our offered bid in our offer No. dated _____ against RailTel Eoi No. _____."

Class-I & Class-II local suppliers/bidders are required to provide a certificate (with UDIN number) from the statutory auditor or cost auditor of the company giving percentage of local content of all scheduled items. Undertaking mentioned in Clause

4.A.52 shall be supported by the following certificate issued by Auditor on their letter head as mentioned below **(to be submitted with technical bid)**:

"We _____ the statutory auditor/cost auditor of M/s. (name of the bidder) hereby certify that M/s. _____ (name of bidder) are offering ____% Local Content for overall solution of the Project Work under this Eoi in accordance with GOI Guidelines vide offer No. dated ____ against RAILTEL Eoi No. ____."

These undertaking/certificate shall not mention any unit price or total amount quoted by the bidder. Any mention of price or quoted amount will lead to SUMMARILY REJECTION of the bid. In case of non-submission of above-mentioned undertaking/certificate with technical bid documents, bid will be **SUMMARILY REJECTED.**

In price bid, the bidder shall provide price Break- up of "Local Content" and "Imported Content" for each SOR item **as per DPIIT's PMI Policy and its clarifications** and same shall be uploaded by the bidders along with their price bid in the e- procurement portal.

If after opening of price bid, lowest bid is of Class-II local supplier/bidder the eligible (techno-commercially qualified) Class-II local supplier(s)/bidder(s) shall be granted a purchase preference to 20% i.e., where their evaluated price bid is within 20% of the evaluated lowest price bid of Class-II local supplier/bidder.

RailTel (RCIL) shall have the right to satisfy itself of the production capability and product quality of the manufacturer.

For the purpose of this policy, all terms used vide aforesaid policy shall be governed by the definitions specified in Para 2 of the policy document notified by DIPP vide letter No. P-45021/2/2017-B.E.-II dated 16.09.2020.

The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract.

4.A.53 Sanctions

RailTel shall impose sanction of bidder/successful bidder for not fulfilling LC in accordance with the value mentioned in certificate of LC.

The sanctions may be in the form of written warning, financial penalty and blacklisting.

If the bidder does not fulfill the obligation after the expiration of the period specified in such warning. RailTel shall initiate action for blacklisting such bidder/successful bidder.

4.A.54 Make in India

The bidder may set up his manufacturing unit in India to the extent possible through a subsidiary or under license or through transfer of technology to any local manufacturer permitted by the purchaser. The bidder may indicate such tie ups for manufacturing in India if an arrangement is already in place.

The provisions of the Public Procurement (Preference to Make in India) Order 2017 dated June 15, 2017 (including revision issued on and 16.09.2020 subsequent amendments issued till opening of EoI, if any) by Department of Industrial Policy and Promotion, GoI shall apply to this EoI to the extent feasible. The eligibility criteria as mentioned in clause 4.A.21 shall be applicable to local manufacturers/OEMs also.

4.A.55 Contract Agreement

On completion of the selection process, RailTel will enter into a contract agreement with the selected bidder(s). The contract entered with RailTel would be operated by RailTel. The Contract Agreement shall be entered by RailTel only after submission of valid Performance Guarantee by the successful bidder. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the EoI. In such cases RailTel may determine that such Bidder has abandoned the contract and there upon his EoI and acceptance thereof shall be treated as cancelled and RailTel shall be entitled to take action and to forfeit other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-EoI for that work.

The following documents would form part of the agreement between RailTel & the successful bidder: -

- i) This EoI document/EoI and all the issued addendum/ corrigendum.
- i) The bidder's proposal in response to this EoI/EoI and clarifications made in course of evaluation, including all Appendixes, and supporting documents.
- ii) The implementation plan identifying the tasks to be completed, the assigned responsibilities and the scheduled completion dates.
- iii) Copy of Signed LOA along with the copy of the PBG document.

4.A.56 Damage to Kavaratti Smart City Limited Property or Private Life and Property:

The Contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of RailTel/ customer or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by RailTel/Kavaratti Smart City Limited although all reasonable and proper precautions may have been taken by the Contractor.

In case RailTel shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which RailTel may incur in reference thereto, shall be charged to the Contractor. RailTel shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid; any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.

CHAPTER- 4B: INSTRUCTIONS TO THE BIDDERS

4.B.0 General

These are the Special Instructions to the Bidders for e-Eol.

4.B.1 Order of Priority of Contract Documents:

The documents forming this Eol document are to be taken as mutually explanatory of each other. For purpose of interpretation, the precedence and priority of the documents shall be in the following sequence:

- 1) Agreement (applicable after signing)
- 2) Letter of Acceptance of Eol
- 3) Notice Inviting Eol
- 4) Bid Data Sheet
- 5) Schedule of Requirements
- 6) Instructions to the Bidders
- 7) Annexure/Appendix to Eol
- 8) Forms of Bid
- 9) Commercial Terms and Conditions of the Contract
- 10) Technical Specifications
- 11) Relevant Codes and Standards
- 12) Drawings

Note: If any ambiguity or discrepancies is found in the Eol document, RailTel reserves the right to issue any clarification or instructions necessary to correct such ambiguity or discrepancy and such clarification/instruction shall be final and binding on the bidder and RailTel.

4.B.2 Submission of Bids only through online process is mandatory for this Eol

E-Eol is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-Eol mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic Eol, RailTel has decided to use the portal <https://railtel.eNivida.com>.

Bidders are advised to visit the E-Nivida Portal for details related to E-Eol i.e., Registration, FAQ, Helpdesk, Learning Center etc.

4.B.2.1. Eol Bidding Methodology:

Bidder has to submit single packet of the bid (

Helpdesk

Please visit Helpdesk section on RailTel E-Nivida Portal.

RailTel Contact-I (for general Information)

As mentioned in BDS (Chapter-5)

RailTel Contact-II (for general Information)

As mentioned in BDS (Chapter-5)

4.B.2.2. Bid related Information for this EoI

The entire bid-submission would be online on RailTel E-Nivida Portal.

Broad outline of submissions are as follows:

1. Submission of Scan copy of Earnest Money Deposit (EMD) in the form of BG
2. Submission of digitally signed copy of EoI Documents/Addenda/Corrigenda
3. Bid
4. Online response to Terms & Conditions of EoI.

NOTE:

- I. Bidder must ensure that the bid must be successfully submitted online as per instructions of E-Nivida Portal.
- II. Bidder may submit their offer depending upon meeting of the qualification criteria and other terms & conditions of the EoI. However, Price bid of the bidder shall only be opened once the bidder offer is found meeting the qualification criteria and other terms & conditions of the EoI.

4.B.3. Online Submissions:

The bidder is required to submit all the relevant documents online only with the following documents:

- a) Scan copy of EMD (in the form of BG) -to be submitted online **through E-Nivida Portal** .
- b) Integrity pact to be submitted as per Clause 4.A.51 (Form No. 5, Chapter-6). Original copies are needed to be submitted by the successful bidder before issuance of LOA(if applicable).
- c) Constitution of Firm and Power of attorney to be submitted online as per Clause 4.A.45. Original copy is needed to be submitted by the successful bidder before issuance of LOA.
- d) System Performance Guarantee (Form No. 2, Chapter-6). Original copy is needed to be submitted by the successful bidder within 15 days of issuance of LoA..
- e) Affidavit (Form No. 4 Chapter-6). Original copy is needed to be submitted by the successful bidder before issuance of LOA.
- f) All forms from form 1 to 18 as applicable
- g) Unpriced Commercial Bid with Make and Model(prices blocked)

Hard copy may be sought by RailTel offline for verification/clarification, after opening of the e-bid response on E-Nivida Portal (e-Procurement), if required.

4.B.4 Submission of Eligibility Criteria related documents

All Eligibility criteria related documents as applicable shall be scanned and submitted ONLINE.

NOTE: It is advised to all bidders to submit their offer online well before the closing time of Eol to avoid any last-minute issues in uploading. Its bidder's responsibility to proactively plan for the bid submission and in case of internet related problem at a bidder's end, especially during 'critical events' such as a short period before bid-submission deadline, during online public Eol opening event, during e-auction, it is the bidder's responsibility to have backup internet connections.

4.B.5 Preparation of Bids

- a) Bidder should take into account any corrigendum published on the Eol document before submitting their bids. Please go through the Eol advertisement and the Eol document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted.
- b) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the Eol document/schedule and generally, they can be in PDF/SLS/RAR/DWF formats. Bid documents may be preferably scanned with 100 dpi with black and white option.

4.B.6 Instructions for Eol Document to the Bidders

The NIT and link to Eol is published on www.railtelindia.com E-Nivida Portal and the Eol is published on E-Nivida, a online Portal <https://railtel.eNivida.com> . **Eol offers shall be submitted online at E-Nivida Portal <https://railtel.eNivida.com> only.**

NOTE: For online bid submission the bidder will have to necessarily download an official online copy of the Eol documents from E-Nivida Portal, and this should be done well before the deadline for bid-submission.

4.B.7 Submission of Offers and Filling of Eol:

This e-Eol should be duly submitted online using the e-Procurement Portal <https://railtel.eNivida.com>. For detailed instructions please refer to E-Nivida Portal.

4.B.8 Attendance of Representatives for Eol Opening:

Representatives of bidders desirous to attend the Eol opening can do so on production of a proper letter of authority from the respective firm, failing which they may not be allowed to attend the Eol opening. Authorized representatives of those firms who have submitted the Eol documents alone shall be allowed to attend the Eol opening.

4.B.10 Addenda / Corrigenda:

Addenda / Corrigenda to the Eol documents may be issued by RailTel prior to the date of opening of the Eols, to clarify or reflect modifications in the contract terms and conditions or in the design. Such addendum/corrigendum shall be available on e-Nivida and RailTel website. Bidders who are unable or unwilling to bring their Eols to conform to the requirements of RailTel are liable to be **REJECTED**.

4.B.11 Ambiguity/ Pre- Bid Clarification Requests:

If there is any ambiguity or doubt as to the meaning of any of the Eol clauses/ conditions or if any additional information required, the matter should immediately be referred to RailTel in writing through emails to RailTel Contacts mentioned in BDS.

4.B.12 Compulsory Compliance Conformations by all Participating Bidders

The instructions given in the Eol document are binding on the bidder and submission of the Eol shall imply unconditional acceptance of all the Terms & conditions by the bidder.

Each and every page of submitted Eol document including documentation shall be serially numbered & indexed. Bidders shall enclose relevant documents in their bid document to support their claims of experience/ eligibility/compliance meeting criteria mentioned under different clauses of the Eol.

In case some false information is submitted by any bidder in support of experience, performance certificate, financial turnover, etc., then the bidder Eol shall be REJECTED and action will be taken as per 4.A.30

RailTel shall be sole judge in the matter of shortlisting bidders at all stages of the Eol and the decision of RailTel shall be final and binding on the bidders.

4.B.13 Undertakings to be submitted by OEM

The Bidder shall submit undertakings from OEMs of following items. The undertaking shall be as per form 14.

CHAPTER- 5: BID DATA SHEET (BDS)

The section consists of provisions that are specific to various Clauses of the Eol document

Clause	Description
Clause 4.A.1, Chapter-4-A,	Validity of offer Validity: The offers submitted shall be valid for a period of 75 days from the date of opening of Eol.
Clause 4.A.2, Chapter-4-A,	Warranty As per Kavaratti Smart City Limited tender document attached
Clause 4.A.5, Chapter-4-A,	Delivery/Implementation Timelines As per Kavaratti Smart City Limited tender document attached
Clause 4.A.5.7, Chapter-4-A,	Billing Address: The Executive Director RailTel Corporation of India Ltd., 1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road, Opp. Shoppers Stop, Begumpet, Hyderabad- 500 016 Fax: +91-40-27820682, Tel: +91-40-27788000
Clause 4.A.21, Chapter-4-A,	Eligibility Criteria Requirements for Empaneled Business Associates Financial Eligibility As per the Clause mentioned in Eligibility Criteria Requirements for Bidders Technical Eligibility As per the Clause mentioned in Eligibility Criteria Requirements for Bidders
Clause 4.A.28, Chapter-4-A,	Purchaser's Right to Vary Quantities (As per Kavaratti Smart City Limited tender document)
Clause 4. A.31	EMD As per Eol notice. Soft Copy of EMD in the form of BG of Rs. Seventy Sixty <u>Three</u> lakhs to be submitted online through E-Nivida Portal. Physical copy of EMD in the form of BG must be submitted within 2 days of Last Date of Submission of Bid.
Clause 4.A.44, Chapter-4-A,	Last Date of Submission of Offer (Online)

Clause	Description
	Date: 14.02.2024(Last Date of uploading of the Eol document on E-Nivida Portal) Time: 15:00 hours Date of Opening of Eol (Online) Date: 14.02.2024(Date of bid opening on E-Nivida Portal) Time: 15:30 hours
Clause 4.B.2.1, Chapter-4-B,	RailTel Contact-I (for general Information) Sh. Shailendra Dusa, DGM/Tech & Mktg Tel: +91-40-27788000, Ext:532 Mobile : 9866327886 Email ID :sdusa@railtelindia.com RailTel Contact-II (for general Information) RailTel's Contact Officer Sh. Vikrant K, Jt.GM /Mktg, Tel: +91-40-27788000, Ext:551 Mobile: 9003144205 Email ID: Vikrantk@railtelindia.com
Chapter-1, Chapter-6, Regional Ad- dress,	The Executive Director RailTel Corporation of India Ltd., 1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road, Opp. Shoppers Stop, Begumpet, Hyderabad- 500 016 E-mail ID: kmr@railtelindia.com

Note:

1. If the details given in BDS contradict with referred clause in the detailed Eol document, the details in BDS will have overriding priority (as per clause 4.B.1) over the referred clause in the Eol document.

CHAPTER- 6: FORM (S)/PROFORMA (S)

Form No. 1 - PROFORMA FOR “PERFORMANCE BANK GUARANTEE BOND (PBG)”

(To be stamped in accordance with stamp act)

PROFORMA OF BANK GUARANTEE

(To be submitted by the vendor for claiming payment)

RailTel Corporation of India Ltd.,
1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road,
Opp. Shoppers Stop, BEGUMPET, HYDERABAD- 500 016

BANK GUARANTEE NO:

DATE:

Dear Sir(S)

This has reference to the Purchase Order No. _____ Dated _____ been placed by RailTel Corporation of India Limited (RAILTEL) on M/s _____ (Name & Address of vendor) for supply, installation, commissioning and warranty of _____ (description of items) at RailTel Customer sites.

The conditions of this order provide that the vendor shall,

Arrange to deliver the items listed in the said order to the consignee, as per details given in said order, and

Arrange to install and commission the items listed in said order at client's site, to the entire satisfaction of RAILTEL and Arrange for the comprehensive warranty service support towards the items supplied by vendor on site as per the warranty clause in said purchase order.

M/s (Name of Vendor) has accepted the said purchase order with the terms and conditions stipulated therein and have agreed to issue the performance bank guarantee on their part, towards promises and assurance of their contractual obligations vide the Supply Order No. ____ M/s. ____ (name of vendor) holds an account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

RAILTEL shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other undertaking of security in respect of the suppliers obligations and / or liabilities under or in connection with the said contract or to vary the terms vis-a-vis the supplier or the said contract or to grant time and or indulgence to the supplier or to reduce or to increase or otherwise vary the prices or the total contract value or to forebear from enforcement of all or any of the obligations of the supplier under the said contract and/or the remedies of RAILTEL under any security now, or hereafter held by RAILTEL and no such dealing(s) with the supplier or release or

forbearance whatsoever shall have the effect of releasing the bank from its full liability of RAILTEL hereunder or of prejudicing right of RAILTEL against the bank.

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of RAILTEL and liabilities of the supplier arising up to and until (date)

This undertaking guarantee shall be in addition to any other undertaking or guarantee or security whatsoever that RAILTEL may now or at any time have in relation to its claims or the supplier's obligations/liabilities under and / or in connection with the said contract and RAILTEL shall have the full authority to take recourse to or enforce this undertaking guarantee in preference to the other undertaking or security (ies) at its sole discretion and no failure on the part of C-DAC in enforcing or requiring enforcement of any other undertaking or security shall have the effect of releasing the bank from its full liability hereunder.

We _____ (Name of Bank) hereby agree and irrevocably undertake and promise that if in your (RAILTEL's) opinion any default is made by M/s (Name of Vendor) in performing any of the terms and /or conditions of the agreement or if in your opinion they commit any breach of the contract or there is any demand by you against M/s _____ (Name of Vendor), then on notice to us by you, we shall on demand and without demur and without reference to M/s _____ (Name of Vendor), pay you, in any manner in which you may direct, the amount of Rs. _____/- (Rupees _____ Only) or such portion thereof as may be demanded by you not exceeding the said sum and as you may from time to time require. Our liability to pay is not dependent or conditional on your proceeding against M/s _____ (Name of Vendor) and we shall be liable & obligated to pay the aforesaid amount as and when demanded by you merely on an intimation being given by you and even before any legal proceedings, if any, are taken against M/s _____ (Name of Vendor)

The Bank hereby waives all rights at any time inconsistent with the terms of this undertaking guarantee and the obligations of the bank in terms hereof shall not be anyway affected or suspended by reason of any dispute or disputes having been raised by the supplier (whether or not pending before any arbitrator, Tribunal or Court) or any denial of liability by the supplier or any order or any order or communication whatsoever by the supplier stopping or preventing or purporting to stop or prevent payment by the Bank to RAILTEL hereunder.

The amount stated in any notice of demand addressed by RAILTEL to the Bank as claimed by RAILTEL from the supplier or as suffered or incurred by RAILTEL on the account of any losses or damages or costs, charges and/or expenses shall as between the Bank and RAILTEL be conclusive of the amount so claimed or liable to

be paid to RAILTEL or suffered or incurred by RAILTEL, as the case may be and payable by the Bank to RAILTEL in terms hereof.

You (RAILTEL) shall have full liberty without reference to us and without affecting this guarantee, to postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said M/s

_____ (Name of Vendor) and to enforce or to forbear from endorsing any power or rights or by reason of time being given to the said M/s _____ (name of Vendor) which under law relating to the sureties would but for the provisions have the effect of releasing us.

You will have full liberty without reference to us and without affecting this guarantee, to postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said M/s

_____ (Name of Vendor) and to enforce or to forbear from endorsing any power or rights or by reason of time being given to the said M/s _____ (Name of Vendor) which under law relating to the sureties would but for the provisions have the effect of releasing us.

Your right to recover the said sum of Rs. _____/- (Rupees _____ only) from us in manner aforesaid will not be affected/ or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s _____ (Name of Vendor) and/ or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said M/s _____ (Name of Vendor) but shall in all respects and for all purposes be binding and operative until payment of all dues to RAILTEL in respect of such liability or liabilities.

Our liability under this guarantee is restricted to Rs. _____/- (Rupees _____ Only). Our guarantee shall remain in force until unless a suit action to enforce a claim under guarantee is filed against us within six months from (which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association of our Bank and the undersigned has full power to do under the power of Attorney dated.

Notwithstanding anything contained herein:

Our liability under this guarantee shall not exceed Rs _____ (in words) This bank guarantee shall be valid up to _____ & unless a suit for action to enforce a claim under guarantee is filed against us within six months from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there after i.e., after six months from the date of expiry of this Bank guarantee. We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand or before

_____.

The Bank guarantee will expire on (Min 37 months from the date of successful installations of the items in the order)_____.

Granted by the Bank

Yours faithfully,

For (Name of Bank)

SEAL OF THE BANK

Authorised Signatory

Form No. 2 - PROFORMA FOR “SYSTEM PERFORMANCE GUARANTEE”

(On Stamp Paper of Rs. One Hundred)

(To be signed by the Bidder)

To
The Executive Director,
RailTel Corporation of India Ltd.,
1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road,
Opp. Shoppers Stop, BEGUMPET, HYDERABAD- 500 016

EOI Reference No.:

Applicable for Bidder/OEM(s) directly participating in the Tender

Dear Sir,

I / We hereby guarantee that the design on the basis of which we have submitted our Tender no. has been carefully made to conform to the end objectives in the Tender documents and to technical specification therein. We further guarantee that in the event of the performance of the system, when installed, not complying with the end objectives or with the specifications contained in the Tender documents, we shall provide further inputs to enable the RailTel to realize the end objectives contained in these documents without any additional payment for any additional equipment which may be required in this regard. We further guarantee that all the expenses for providing the additional inputs under the System Guarantee will be borne by us. We further guarantee that these additional inputs will be provided by us to make the system workable within 1 month from the date on which this guarantee is invoked by the Purchaser. The guarantee is valid for a period of one year from the date of commissioning of the system.

(Signature of Firm's Authorized Officer)
Seal

Signature of witness:

1.
2.

Or

Applicable for OEM(s)

I / We hereby guarantee that the design on the basis of which we have submitted our Tender no. has been carefully made to conform to the end objectives in the Tender documents and to technical specification therein related to OEM's scope. We further guarantee that in the event of the performance of the system, when installed, not complying with the end objectives or with the specifications contained in the Tender documents as per OEM's scope, we shall provide further inputs to enable the RailTel to realize the end objectives contained in these documents without any additional payment for any additional equipment which may be required in this regard. We further guarantee that all the expenses for providing the additional inputs under the System Guarantee will be borne by us. We further guarantee that these additional inputs will be provided by us to make the system workable within 1 month from the date on which this guarantee is invoked by the Purchaser. The guarantee is valid for a period of one year from the date of commissioning of the system.

(Signature of Firm's Authorized Officer)
Seal

Signature of witness:

1.
2.

Form No. 3 - PROFORMA FOR “MAINTENANCE SUPPORT”

(To be signed by the Bidder)

As per the Kavaratti Smart City Limited tender document attached.

**Form No. 4 -PROFORMA FOR AFFIDAVIT TO BE UPLOADED BY BIDDER ALONG-
WITH THE Eol DOCUMENTS**

(To be signed by the Bidder)

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

I.....(Name and designation)** appointed as the attorney/authorized signatory of the Bidder (including its constituents),
M/s._____ (hereinafter called the Bidder) for the purpose of the Eol documents for the work of _____
as per the Eol No._____ of (-----RailTel Region), do hereby solemnly affirm and state on the behalf of the Bidder including its constituents as under:

1. I/We the Bidder (s), am/are signing this document after carefully reading the contents.
2. I/we the Bidder(s) also accept all the conditions of the Eol and have signed all the pages in confirmation thereof.
3. I/We hereby declare that I/We have downloaded the Eol documents from electronic-Eol portal. I/We have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the Eol document. In case of any discrepancy noticed at any stage i.e., evaluation of Bidders, execution of work or final payment of the contract, the master copy available with the RailTel/Kavaratti Smart City Limited 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 Eol 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 Eols, it shall lead to banning of business for five years on entire RailTel. Further, I/we (*insert name of the Bidder*) ** _____ and all 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 by OEMs of the offered Hardware/Software incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of SD and Performance Guarantee besides any other action provided in the contract including banning of business for five year on entire RailTel.

**DEPONENT
SEAL AND SIGNATURE
OF THE BIDDER**

VERIFICATION

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

**DEPONENT
SEAL AND SIGNATURE
OF THE BIDDER**

Place:

Dated:

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

Form No. 5 - PROFORMA FOR “SIGNING THE INTEGRITY PACT”

(To be signed by the Bidder)

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 forThe Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its re-lations 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 Eol process and the execution of the contract for compliance with the prin-ciples 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 Eol 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 enti-tled to.

b. The Principal will during the Eol process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Eol 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 crim-inal 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 Eol 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 Eol 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 Eol process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure A.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from Eol 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 Eol 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 Annex-"B".

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the Eol 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 Eol process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the Eol 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 Eol 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 pro-vide 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 con-tinue to be valid despite the lapse of this pact as specified above, unless it is discharged / de-termined by CMD of RailTel.

Section 10: Other Provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Reg-istered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing.
3. 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) (For & On behalf of Bid-der/Contractor)

(Office Seal)

Place _____

Date _____

Witness 1:

,

Form No. 6 - PROFORMA FOR “NIL DEVIATION COMPLIANCE UNDERTAKING”
(To be signed by the Bidder)

To

The Executive Director,
RailTel Corporation of India Ltd.,
1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road,
Opp. Shoppers Stop, BEGUMPET, HYDERABAD- 500 016

Eol Reference No.:

Sub: NIL Deviation Compliance

Over and above all our earlier conformations and submissions as per your requirements of the Eol, we confirm that,

1. All proposed in scope are compliant to the technical specifications of the equipment as mentioned in the latest version of the specifications in the Eol.
2. We hereby certify that the hardware and software (if applicable) mentioned in our technical solution and Bill of Material (BOQ) are complete.
3. We confirm that there is no requirement of any other hardware and software to fulfill requirements as per scope against the Eol. If any additional hardware and software is required to meet in scope requirements, then it would be procured by us at no extra cost to RailTel.
4. We will also ensure our unconditional compliance of all the terms and conditions as mentioned in the Eol document including all corrigenda and specifications.
5. List of deviations (Partial Compliance and Non-compliance) from terms and conditions as mentioned in the Eol document including all corrigenda and specifications, if any, is enclosed as Annexure with this form. We understand that any partial compliance or non-compliance, may result in **REJECTION** of our bid.

Seal and signature of the bidder

Place:

Date:

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)

Form No. 7 - PROFORMA FOR “NO MALICIOUS CODE UNDERTAKING LETTER BY BIDDER and OEM

To

The Executive Director,
Railtel Corporation of India Ltd.,
1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road,
Opp. Shoppers Stop, BEGUMPET, HYDERABAD- 500 016

Eol Reference No.:

Sub: Undertaking for No Malicious Code

Dear Sir,

Over and above all our earlier conformations and submissions as per your requirements of the Eol, we confirm that,

1. All proposed hardware and software components in scope of supplies < OEM related supply/component> when shipped by _____, does not contain embedded malicious code that would activate procedures to:-
 - a. Inhibit the desired and designed function of the equipment.
 - b. Cause physical damage to the user or equipment during the exploitation.
 - c. Tap information resident or transient in the equipment/networks.
2. We, _____ will be considered to be in breach in case physical damage or malfunctioning is caused due to activation of any such malicious code in embedded software and thus be liable to repair, replace or refund the price of the infected software if reported (or, upon request, return) to the party supplying the software to Customer, if different than _____
3. Security breach or damages to system, if any, so caused by any embedded malicious code or otherwise, due to the act of either OEM or bidder or both, the OEM as well as the bidder would be considered liable jointly or severally and shall be banned for conducting any business with RailTel. Also, the present contract, may liable to be terminated by the purchaser.

Place:

Date:

Seal and signature of the bidder

(This letter should be on the letterheads of the Bidder & OEM duly signed by an authorized signatory)

Form No. 8 - PROFORMA FOR “MANUFACTURER’s AUTHORIZATION FORM”

In the format specified in Kavaratti Smart City Limited tender document attached.

Note: This authorization letter should be printed on the letterhead of all the original equipment manufacturer (OEM) and should be signed by a competent person having the power of attorney to bind the manufacturer.

Form No. 9 - PAST EXPERIENCE FORM (To be submitted each for of the eligibility criteria / Experience ask in the pre-qualifying criteria mentioned in Bid data sheet.)

SN	Item	Details
1. General Information		
i.	Customer Name	
ii.	Details of Contact Person	
iii.	Name	
iv.	Designation	
v.	Email	
vi.	Mailing Address	
vii.	Phone	
viii.	Fax	
2. General Information		
i.	Name of the Project	
ii.	Government/Private/PSU/Others please specify	
iii.	Start Date and End Date of PO/LOA	
iv.	Current Status (Completed/Work in Progress)	
v.	Contract Tenure	
3. Project detail		
I.	Order Value of the project	
II.	Please Provide customer certificate and Work order for executed Scope	
iii.	Narrative description of Project including technology deployed	
iv.	Key project components	

Certification: I, the undersigned, certify that these data correctly describe the Projects implemented by our Company.

(Signature)
 (Name of Authorized Signatory)
 (Designation)
 (Date)
 (Name and address of the bidder)
 (Company Seal)

**Form No. 10 - PROFORMA FOR SELF CERTIFICATION REGARDING LOCAL CONTENT (LC)
FOR TELECOM PRODUCT, SERVICES OR WORKS**

(For OEM's claiming preference as Domestic Manufacturer under PMI policy)

Date:

.....S/o, D/o, W/o, Resident of
..... do hereby solemnly affirm ----- and declare as under:

That I agree to abide by the terms and conditions of Department of Telecommunications, Government of India issued vide Notification No:dated

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the Department of Telecommunications, Government of India for the purpose of assessing the LC.

That the LC for all inputs which constitute the said Telecom Product/Services/Works has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the LC of the Telecom Product/Services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Department of Telecommunications, Government of India and I will be liable as under clause 9 (f) of Public Procurement (Preference to Make in India) Order 2017.

I agree to maintain all information regarding my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any statutory authorities.

- i) Name and details of the Local supplier (Registered Office, Manufacturing unit location, nature of legal entity)
- ii) Date on which this certificate is issued
- iii) Telecom Product/Services/Works for which the certificate is produced
- iv) Procuring agency to whom the certificate is furnished
- v) Percentage of LC claimed
- vi) Name and contact details of the unit of the manufacturer
- vii) Sale Price of the product
- viii) Ex-Factory Price of the product
- ix) Freight, insurance and handling
- x) Total Bill of Material
- xi) List and total cost value of inputs used for manufacture of the Telecom Product/Services/Works
- xii) List and total cost of inputs which are locally sourced. Please attach LC certificates from local suppliers, if the input is not in-house.
- xiii) List and cost of inputs which are imported, directly or indirectly

For and on behalf of (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors resolution)
<Insert Name, Designation and Contact No. and date>

Form No. 11 - CONTRACT AGREEMENT

(CA No.)

This AGREEMENT is made at <Location of RO Office> on this day of _____ two thousand and twenty three by and between RailTel Corporation of India Limited (A Govt. of India Undertaking) having its Registered & Regional office at Plat-A, 6th Floor, Office Block-II, East Kidwai Nagar, New Delhi-110023, acting in the premises through ED or his authorized representative (hereinafter referred to as 'RailTel', which expression should unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the one part;

And _____ having its registered office at ----- acting in the premises through..... (hereafter referred to as "Contractor", which expression should unless repugnant to the context or meaning thereof include its successor and permitted assigns) of the other part.

Whereas in response to a call for Eol by RailTel for the work of "....." for RailTel Corporation of India Limited as per Eol papers at Annexure 'A' read with Corrigendum..... issued by RailTel hereto, the Contractor has submitted offer letter as per Annexure 'B' hereto

AND WHEREAS the said Eol of the Contractor has been accepted for the work of "....." for RailTel Corporation of India Limited as per copy of Letter of Acceptance of Eol No. _____ dated _____ complete with enclosures at the accepted rates and agreed deviations from Eol papers as per Annexure-C hereto at contract value of Rs. _____ (Rupees _____ Only) duly accepted by the contractor.

Now this agreement witnesses that in consideration of the premises and the payment to be made by the Purchaser (RailTel) to the Contractor provided for herein, the Contractor shall supply all equipment and materials and execute and perform all works for which the said Eol of the Contractor has been accepted strictly according to the various provisions in Annexure 'B' and 'C' hereto and upon such supply, execute and performance to the satisfaction of the purchaser (RailTel) and the purchaser (RailTel) shall pay to the Contractor at the rates accepted as per the said Annexure 'C' and in terms of the provisions therein.

IN WITNESS whereof both the parties have hereunto set and subscribed their respective hands and/or seals on the day and year respectively mentioned against their respective signatures.

Signed and delivered by Shri _____ for and on behalf of RailTel Corporation of India Ltd.

The contract within named in the presence of:

1. Signatures
Date
Name in Block Capitals
Address:

2. Signatures
Date
Name in Block Capitals
Address:

Signed and delivered by Shri. _____ for and on behalf of

The contractor within named in the presence of :

1. Signatures
Date
Name in Block Capitals
Address:

2. Signature
Date
Name in Block Capitals
Address:

Form No. 12 – EMD**Bank Guarantee Bond from any scheduled commercial bank of India***(On non-judicial stamp paper, which should be in the name of the Executing Bank).*

Date:

Bank Guarantee Bond No.:**Date: -----**

--

In consideration of the RailTel acting through----- (***Designation & address of Contract Signing Authority***), RailTel, (Hereinafter called "The RailTel") having invited the bid for through Notice inviting EoI (NIT) No. _____, We have been informed that . . . ***[Insert name of the Bidder]*** (***hereinafter called "the Bidder"***) intends to submit its bid (hereinafter called "the Bid").

WHEREAS the Bidder is required to furnish Bid Security for the sum of ***[Insert required Value of Bid Security]***, in the form of Bank Guarantee, according to conditions of Bid.

AND

WHEREAS***[Insert Name of the Bank]***, with its Branch***[Insert Address]*** having its Headquarters office at..... ***[Insert Address]***, hereinafter called the **Bank**, acting through***[Insert Name and Designation of the authorized persons of the Bank]***, have, at the request of the Bidder, agreed to give guarantee for Bid Security as hereinafter contained, in favor of the RailTel:

1. KNOW ALL MEN that by these present that I/We the undersigned ***[Insert name(s) of authorized representatives of the Bank]***, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the RailTel full amount in the sum of ***[Insert required Value of Bid Security]*** as above stated.
1. The Bank undertakes to immediately pay on presentation of demand by the RailTel any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the RailTel on the Bank shall be final, conclusive, and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
2. The Bank shall pay the amount as demanded immediately on presentation of the demand by RailTel without any reference to the Bidder and without the RailTel being required to show grounds or give reasons for its demand of the amount so demanded.
3. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.

4. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the RailTel and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by RailTel at any time.
5. This guarantee will remain valid and effective from..... ***[insert date of issue]*** till ***[insert date, which should be minimum 120 days beyond the expiry of validity of Bid]***. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
6. The Bank Guarantee is unconditional and irrevocable.
7. The expressions Bank and RailTel herein before used shall include their respective successors and assigns.
8. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the RailTel. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
9. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details

IFSC CODE	UBIN0805050
ACCOUNT NO	327301010373008
IFSC TYPE	Branch
BANK NAME	Union Bank
BRANCH NAME	RP Road Branch, Secunderabad – 500003
CITY NAME	Hyderabad
ADDRESS	Bungalow no 109, New No 1-7-252 to 254 Oxford Street, SD Road, Near Parklane Center, Secunderabad – 500003
DISTRICT	Hyderabad
STATE	Telangana
BG ENABLED	YES

The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee(s) of Bidder in favour of the RailTel. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the RailTel.

Date

.....

.....

Place.....
signature(s)

Bank's Seal and authorized signature

[Name in Block letters]

[Designation with Code No.]

[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

Bank's Seal

[P/Attorney] No.

Note: All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.

MANDATORY – REGISTRATION SHRAMIK KALYAN PORTAL

- A. "Contractor is to abide by the provisions of Payment of Wages act & minimum Wages act in terms of clause 54 ad 55 of Indian Railways General Condition of Contract. In order to ensure the same, and application has been developed ad hosted on website www.shramikkalyan.indianrailways.gov.in. Contractor shall register his firm/ company etc. and upload requisite details of labour and their payment I this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under:
- a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramik kalyan portal with requisite details subsequent to issue of Letter of Acceptance. Manpower resource shall approve the contractor's registration on the portal within 7 days of receipt of such request.
 - b) Contractor once approved by Manpower resource, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
 - c) The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LoA) / Contract Agreements on shramik kalyan portal within 15 days of issue of any LOA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
 - d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramik kalyan portal on monthly basis.
 - e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- B. "While processing payment of any "On Account Bill" or "Final Bill" or release of "Advances" or "Performance Guarantee/Security Deposit", contractor shall submit a certificate to the Manpower resource or resources' representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railways' Shramik kalyan portal at "www.shramikkalyan.indianrailways.gov.in" till _____ Month _____ Year."

Form No. 13

Declaration regarding Land border sharing country
Certificate to be provided by Bidder/OEMs on their letter heads:

We have read the clause mentioned in Order (Public Procurement No. 1)No. F.No.6/18/2019-PPD of Public Procurement Division, Department of Expenditure, Ministry of Finance dated 23rd July 2020 and further Order/OMs regarding restrictions on procurement from a bidder/OEMs of a country which shares a land border with India.

In view of this, we certify that,

this bidder/OEM is not from such a country or, if from such a country, has been registered with the Competent Authority, I hereby certify that this bidder/OEM fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

i) Certificate for Bidder for Works involving possibility of sub-contracting

“I have read the clause regarding restrictions on procurement from a bidder/OEM of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder/OEM is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder/OEM fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]”.

Form No. 14

Undertaking by OEM regarding meeting delivery timeline and deploying manpower for Professional services

Format for Undertaking of Delivery & Services (From OEM)

Self-Certificate
(To be on company letterhead)

Deleted

Form No. 15
(PERFORMA OF BANK GUARANTEE TOWARDS Security Deposit)

Ref:To Bank Guarantee No.

RailTel Corporation of India Ltd.,
 1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road,
 Opp. Shoppers Stop, BEGUMPET, HYDERABAD- 500 016

Dear Sir(s),

Whereas RailTel Corporation of India Limited having its Registered office at RailTel Corporation Of India Ltd, Registered and Corporate Office:- Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 (Hereinafter called " RailTel") which expression shall, unless repugnant to the context or the meaning thereof, include all its successors, administrators, executors and assignees has invited EOI No.--

----- and M/s -----
 ----- having Registered/ Head Office at -----

----- (Hereinafter called the "Contractor" which expression shall, unless repugnant to the context or the meaning thereof, mean and include all its successors, administrators executors and assignees) have submitted a quotation Reference.----- and Bidder having agree to furnish as a conditions precedent for participation in EOIs unconditional and irrevocable bank guarantee of Rs----- (Rupees ----- Only) for the due performance of Bidder's obligations as contained in the terms of the Notice inviting EOI and other terms and conditions contained in the EOI Documents supplied by RailTel specially the conditions that (a) bidder shall keep his bid open for a period of day i.e. from ----- to ----- or any extension thereof, and shall not withdraw or modify it in a manner not acceptable to RailTel (b) the Bidder will execute the contract, if awarded, and shall furnish performance guarantee in the format prescribed by RailTel within the required time. The Bidder has absolutely and unconditionally accepted these conditions. RailTel and the Bidder have agreed that EOI document is an offer made on the condition that the bids, if submitted would be kept open in its original form without variation or modification in a manner not acceptable to RailTel for a period of ----

----- days i.e. from ----- to ----- or any, extension thereof and that submission of the bid itself shall be regarded as an unconditional and absolute acceptance of the conditions, contained in the EOI documents. They have further agreed that the contract consisting of EOI documents as the OFFER and submission of the bids as the ACCEPTANCE shall be a separate contract distinct from the contract which will come into existence when the bid is finally accepted by RailTel. The consideration for this separate initial contract preceding the main contract is that RailTel is not agreeable to sell the EOI documents to the Bidder and to consider the EOI to be made except on the condition that the bid shall be kept open for the period indicated above and the Bidder desires to submit bid on this condition after entering into this separate initial contract with RailTel promises to consider the EOI on this condition and Bidder agrees to keep this bid open for the

required period. These reciprocal promises form the CONSIDERATION for this separate initial contract between the parties.

2. Therefore, we ----- registered
(indicate the name of Bank) under the laws of -----
having Head/ Registered Office at (hereinafter referred to as the "Bank") which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators and executors hereby issue irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand in writing Rupees all money to the extent of Rs ----- (Rupees-----
----- only) at any time immediately on such demand without any demur, reservations, recourse, contest or protest and/ or without any reference to the Bidder and any such demand made by RailTel on the bank shall be conclusive and binding notwithstanding any difference between RailTel and the Bidder or any dispute pending before any court/arbitrator or any other matter whatsoever. We also agree to give that Guarantee herein RailTel in writing. This guarantee shall not be determined/discharged/affected by the liquidation, winding up, dissolution or insolvency of the Bidder and will remain valid, binding and operative against the bank.
3. The bank also undertakes that RailTel at the option shall be entitled to enforce this guarantee, against the Bank as a principal debtor, in the first instance, without proceeding against the Bidder.
4. The bank further agree that as between the bank and RailTel, purpose of the guarantee, any notice of the breach of the terms and conditions contained in the bid Documents as referred above given to the bank by RailTel shall be conclusive and binding on Bank, without any proof, notwithstanding any other matter or difference or dispute whatsoever. We further agree that this guarantee shall not be *affected* by any change in our constitution, in the constitution of RailTel or that of the Bidder. We also undertake not to revoke, in any case, this Guarantee during its currency.
5. The bank agree with RailTel that RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms of the EOI or get extension of the validity period from time to time. We shall not be relieved from our liability by reason of any such variation or extension of the validity period or for any forbearance, act of omission and commission on the part of RailTel or any indulgence shown by RailTel to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties, would, but for this provision, have the effect of so relieving us.
6. Notwithstanding anything contained here in above our liability under his Guarantee is limited to Rs. ----- (Rupees -----
----- only) in aggregate and it shall remain in full force upto -
----- (270 days from the date of bid opening) unless extended further from time to time, for such period as may be instructed in writing by M/s -----
----- on whose behalf this guarantee has been given, in which case, it shall remain in full force upto the expiry of extended period. Any claim under this guarantee must be received by us before -----
(date of expiry of validity period) or before the expiry of extended period, if any. If no such claim is received by us within the said date/extended date, the rights of RailTel under this guarantee will cease. However, if such a claim has been received by us within and upto the said

date/extended date, all right of RailTel under this guarantee shall be valid and shall not cease until we have satisfied that claim.

7. In case contract is awarded to the Bidder here in after referred to as "Contractor" the validity of this Bank Guarantee will stand automatically extended until the Bidder furnished to RailTel a bank guarantee for requisite amount towards performance guarantee for satisfactory performance of the contract. In case of failure to furnish performance bank Guarantee in the format prescribed by RailTel by the required date the claim must be submitted to us within validity period or extended period, if any. If no such claim has been received by us within the said date /extended date, rights, of RailTel under this guarantee will cease. However if such a claim has been received by us within the said date/extended date all rights of RailTel under this guarantee shall be valid and shall not cease until we have satisfied that claim,

In witness where of the Bank, through its authorised officer, has sent its hand & stamp on this ----- day of ----- (month & year)

Signature
(Full name in capital Letters)
Designation with bank stamp

Witness No.1

Signature
(Full name and address in capital letters)

Witness No.2

Signature
(Full name and address in capital letters)

Attorney as per power of attorney No ----- Date -----

Form No. 16
Make in India Certificate

As per Annexure No: 20 of Kavaratti Smart City Tender.

Form No. 17

FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

Whereas the **Executive Director (Southern Region), RailTel Corporation of India Limited, Secunderabad** (the “**Authority**”) has invited Bids for the work “**Selection of Master System Integrator for Integrated Command and Control Centre (ICCC) of Kavaratti Smart City Limited (KSCL) (including 5 years O&M)**” as per Kavaratti Smart City Ltd, RFP.No. 48/Smart City/2022(Vol-II) and its corrigenda.

Whereas, _____, and _____ (collectively the “**Consortium**”) being Members of the Consortium are interested in Bidding for the Project in accordance with the terms and conditions of the Expression of Interest (EoI) and other Bid documents including agreement in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s _____ having our registered office at _____, M/s _____ having our registered office at _____, and _____ having our registered office at _____, (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s _____ having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “**Attorney**”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding process and, in the event the Consortium is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its Bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents, signing Bank Guarantee for Bid Security and writings, participate in Pre-Bid and other conferences, respond to queries, submit information / documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and / or any other Government Agency or any person,

in all matters in connection with or relating to or arising out of the Consortium Bid for the in all respect Project and / or upon award thereof till the EPC Contract is entered into with the Authority and Completed.

AND 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 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 Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

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

For	For	For
_____	_____	_____
(Signature)	(Signature)	(Signature)
_____	_____	_____
(Name and Title)	(Name and Title)	(Name and Title)

FORM-18
FORMAT FOR JOINT BIDDING AGREEMENT OF CONSORTIUM

(To be executed on Stamp Paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the _____ day of _____ 20_____.
AMONGST

1. {_____ Limited, and having its registered office at _____}
(hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {_____ Limited, and having its registered office at _____}
}and (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST and SECOND PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS,

Executive Director (Southern Region), RailTel Corporation of India Limited, Secunderabad (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) (the “**Authority**”), having its principal office at “6th Floor, Gumidelli Towers, Begumpet Secunderabad, Telangana – 500016, has invited Expression of Interest (Eol) for the work “**Selection of Master System Integrator for Integrated Command and Control Centre (ICCC) of Kavaratti Smart City Limited (KSCL) (including 5 years O&M)**” as per Kavaratti Smart City Ltd, RFP.No. 48/Smart City/2022(Vol-II) and its corrigenda.

The Parties are interested in jointly Bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the Eol document and other Bid documents in respect of the Project, and

It is a necessary condition under the Eol document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Eol

2. Consortium

2.1 The Parties do hereby irrevocably constitute a Consortium(the “**Consortium** ”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and / or through any other Consortium constituted for this Project, either directly or indirectly.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, it shall enter into an EOI Contract with the Authority for performing all its obligations as the Contractor in terms of the EOI Contract for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and for performing all its obligations as the Contractor in terms of the EOI Contract for the Project;

Party of the Second Part shall be the member of the Consortium.

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the EOI and the EOI Contract, till such time as the completion of the Project is achieved under and in accordance with the EOI Contract.

6. Share of work in the Project

The Parties agree that the proportion of construction in the EOI Contract to be allocated among the members shall be as follows:

First Party:

Second Party:

Further, the Lead Member shall itself undertake and perform at least 30 (thirty) per cent of the total length of the project highway if the Contract is allocated to the Consortium

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the

charter documents and board resolution / Power of Attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- (i) require any consent or approval not already obtained;
- (ii) violate any Applicable Law presently in effect and having applicability to it;
- (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
- (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

©)this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion (the "**Defects Liability Period**") is achieved under and in accordance with the EOI Contract, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of {India}.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN. SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER

SECOND PART

(Signature)

(Signature)

Name

Name

Designation

Designation

Address

Address

CHAPTER- 7: Specifications and requirements

7.1 TECHNICAL, FUNCTIONAL REQUIREMENTS & SPECIFICATIONS

- Note 1:** It may kindly be noted that in the specification wherever support for a feature has been asked for, it will mean that the feature should be available without RailTel requiring any other hardware/software/licenses. Thus, all hardware/software/licenses required for enabling the support/feature shall be included in the offer.
- Note 2:** Any additional hardware and software/license required for completion of work as per scope of this work shall be supplied by the selected bidder without any additional cost to RailTel.
- Note 3:** The below mentioned technical specifications for the supply items are bare minimum requirements of the purchaser, the supply items quoted by bidder must comply with these technical specifications.

7.2 Technical Specification

As per Kavaratti Smart City Limited tender document

Chapter-8: CHECK LIST (To be filled up & uploaded)**8.A List of Documents to be Submitted with Technical Bid**

SN	Have you submitted the following documents?	Submitted /complied or Not	Page No./ref No. of Offer
1.	Offer Letter as per Chapter-1		
2.	Schedule of Requirements with quantities but with prices blanked out (this will be a replica of price bid with prices blanked out) format in Chapter-2 of SOR.		
3.	Breakup of individual itemized BOQ but prices blanked out with Make and Model.		
4.	Submission of scanned copy of Earnest Money Deposit (EMD) in the form of BG as per form 12(Chapter-6).		
5.	Audited balance sheet duly attested by Notary Public		
6.	Constitution of Firm and Power of Attorney as per clause 4.A.45 of Chapter-4.		
7.	Compliance to Technical Requirements as mentioned in Clause 3.A.1.11 of Chapter-3.		
8.	Copies of purchase orders and other documents in support of meeting qualifying criteria as mentioned in Clause 4.A.21 of Chapter-4.		
9.	Complete technical data sheets, MAFs and particulars of the equipment offered, as specified in the Tender papers together with descriptive literature, leaflets, Drawings, if any, complete with list etc.		
10.	Documentary proof of supporting the eligibility Criteria as mentioned in Clause 4.A.21 of Chapter-4.		
11.	Technical proposal of Bidder in conformity with system design		
12.	System Performance Guarantee as per Chapter 6, Form no. 2		
13.	(a) Undertaking by bidder on their letter head as per Clause 4.A.52 of Tender document. (b) Certificate by <i>Statutory Auditor/Cost Auditor</i> on their letter head (with UDIN number) as per Clause 4.A.52 of Tender document.		
14.	NIL Deviation certificate – Form No. 6 of Chapter-6		
15.	Integrity Pact - Form No. 5 of Chapter-6		
16.	All Form as mentioned in Chapter-6		
17.	Any other information required to be submitted by the bidder as per technical and eligibility criteria.		
18.	CVs of proposed Resources with qualification		
19.	Submission of digitally signed copy of EOI Documents/Addenda.		

20.	Any other document mentioned in EOI Document		
-----	--	--	--

DETAILS OF CREDENTIALS SUBMITTED AGAINST ELIGIBILITY CRITERIA OF BIDDER as per Clause 4.A.21 of Chapter-4 :

SN	Clause	Supporting documents	Details/Remarks	Page no of the Bid
1				
2				
3				
4				
5				

S No	Have you submitted the following documents?	Submitted /complied or Not	Page No./ref No. of Offer
1.	Schedule of Requirements with quantities and priced filled up (this will be a replica of technical bid with prices).		
2.	Breakup of individual itemized BOQ (as per Format given in SOR) as per format given in Chapter-2.		
3.	Any other information required to be submitted by the Bidder as per technical and eligibility criteria.		

Note: Non submission/ non-compliance of above documents as deliberated in Check List will make the offer liable to be **REJECTED**.

*****End of Document*****