

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

Expression of Interest for Selection of Partner from Empaneled Partners

For

**“For supply, design, customize, implement Unified Project
Management System for end customer in Bihar”**

EOI No: RailTel/EOI/COMKTG/VAB/UPMS SI/2023-24/22 dated 12th March 2024

EOI NOTICE

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

EOI Notice No: RailTel/EOI/COMKTG/VAB/UPMS SI/2023-24/22 dated 12th March 2024

RailTel Corporation of India Ltd., (here after referred to as "RailTel") invites EOIs from RailTel's Empaneled Partners for the selection of suitable partner "For supply, design, customize, implement Unified Project Management System for end customer in Bihar".

The details are as under:

1	Last date for submission of Technical Packet against EOIs by bidders	15 th March 2024 at 12:00 Hours
2	Opening of Technical Bid of EOIs	15 th March 2024 at 12:15 Hours
3	Number of copies to be submitted for scope of work	One
4	EOI fees inclusive tax (Non-refundable)	Rs. 5,900/-Incl. GST
5	EOI EMD	Rs. 40,18,000/-

The EMD should be in the favor of RailTel Corporation of India Limited payable at Delhi through online bank transfer. Partner needs to share the online payment transfer details like UTR No. date and Bank along with the proposal.

RailTel Bank Details: Union Bank of India, Account No. 340601010050446, IFSC Code - UBIN0534064.

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

Level:1 Contact: Vrishad Shahade
Designation: Chief Manager/Mktg
Email: vrishad.shahade@railtelindia.com
Contact: +91-9717644181

Level:2 Contact: Anand Singh Chandel
Designation: GM/VAB
Email: a.chandel@railtelindia.com
Contact: +91-9717644111

Note:

1. Empaneled partners are required to submit soft copy of response bid (techno commercial bid) through an e-mail at eoiebc@railtelindia.com only duly signed by Authorized Signatories with Company seal and stamp.
2. The EOI response is invited from eligible Empaneled partners (BA/DSP/SI) of RailTel only with valid PBG with RailTel.
3. All the document must be submitted with proper indexing and page no.
4. Partner can submit their response as an individual organization or as Consortium. Maximum two parties are allowed in the consortium.
5. Transfer and Sub-letting. The bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof)
6. This is a single packet system EOI. Bidder must submit technical bid (eligibility documents and other documents) separately and financial bid separately in password protected copy in the same envelope.

1. Project Background and Objective of EOI

RailTel intends to participate in the end Customer organization's RFP for "supply, design, customize, implement Unified Project Management System" in the Bihar state.

RailTel invites bids from RailTel's Empaneled Partners (BA/DSP/SI) for the selection of suitable partner for participation and execution of above-mentioned work for the agreed scope work. The empaneled partner is expected to have excellent execution capability and good understanding customer local environment.

2. Scope of Work

The scope of work is as per end customer RFP vide NIT NO: - 76/PR/NBPDCL/2023 dated 25th Jan2024 floated by North Bihar Power Distribution Company Limited.

In case of any discrepancy or ambiguity in any clause / specification pertaining to scope of work area, the RFP released by end customer organization shall supersede and will be considered sacrosanct. (All associated clarifications, response to queries, revisions, addendum and corrigendum, associated prime service agreement (PSA)/MSA/SLA also included.)

Bidder can participate only as a sole bidder or as a consortium of maximum two parties. Sole bidder or Lead bidder of the consortium must be RailTel's empaneled partner with valid PBG with RailTel. Sole bidder/Lead bidder in case of consortium will be responsible for all the conditions mentioned in the end customer RFP for its scope of work.

3 Response to EOI guidelines

3.1 Language of Proposals

The proposal and all correspondence and documents shall be written in English in soft copy through an email.

3.2 RailTel's Right to Accept/Reject responses

RailTel reserves the right to accept or reject any response and annul the bidding process or even reject all responses at any time prior to selecting the partner, without thereby incurring any liability to the affected bidder or empaneled partner or without any obligation to inform the affected bidder or bidders about the grounds for RailTel's action.

3.3 EOI response Document

The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Submission of bids, not substantially responsive to the bidding document in every aspect will be at the bidder's risk and may result in rejection of its bid without any further reference to the bidder.

All pages of the documents shall be signed by the bidder including the closing page in token of his

having studied the EOI document and should be submitted along with the bid.

3.4 Period of Validity of bids and Bid Currency

Bids shall remain valid for a period of 180 days from the date of Bid submission to end customer.

3.5 Bidding Process

The bidding process as defined in para 3.10 & 6.

3.6 Bid Earnest Money (EMD)

- 3.6.1 Bidder shall furnish a sum as given in EOI Notice via online transfer from any scheduled bank in India in favour of "RailTel Corporation of India Limited" along with the offer. This will be called as EOI EMD.
- 3.6.2 Offers not accompanied with valid EOI Fees and EOI EMD shall be summarily rejected.
- 3.6.3 In case of bidder's offer is selected for bidding, bidder has to furnish Earnest Money Deposit (if applicable) for the bid to RailTel. The selected Bidder shall have to submit a Bank Guarantee against EMD in proportion to the quoted value/scope of work to RailTel.
- 3.6.4 Return of EMD for unsuccessful Bidder: EOI EMD of the unsuccessful bidder shall be returned without interest after completion of EOI process/Completion of end customer process whichever is later.
- 3.6.5 Return of EMD for successful Bidder: EOI-EMD & Earnest Money Deposit if applicable of the successful bidder will be discharged / returned as promptly as possible after the receipt of RailTel's EMD/BG from the Customer and or on receipt of Security Deposit Performance Bank Guarantee as applicable (clause no. 3.7) from bidder whichever is later.
- 3.6.6 Forfeiture of EOI EMD or EOI EMD and or Penal action as per EMD Declaration:
 - a) The EOI EMD may be forfeited and or penal action shall be initiated if bidder withdraws his offer or modifies the terms and conditions of the offer during validity period.

3.7 Security Deposit / Performance Bank Guarantee (PBG)

- 3.7.1 In case the bid is successful, the PBG of requisite amount proportionate to the agreed scope of the work will have to be submitted to RailTel. If required PBG amount is less than Rs. 5 Lakh, then PBG shall be paid in online cash transfer/DD by successful bidder within seven days of issue of LOI.
- 3.7.2 As per work share arrangements agreed between RailTel and bidder the PBG will be proportionately decided and submitted by the selected bidder

3.8 Last date & time for Submission of EOI response

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

3.9 Modification and/or Withdrawal of EOI response

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

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

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

3.10 Details of Financial bid for the above referred tender

Bidder meeting eligibility criteria with lowest quoted price will be selected for participation in the end customer RFP.

3.11 Clarification of EOI Response

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

3.12 Other terms and conditions

- 1) In case of any discrepancy, terms and conditions mentioned in the end customer RFP shall prevail. (NIT NO: - 76/PR/NBPDCL/2023 dated 25th Jan 2024 floated by North Bihar Power Distribution Company Limited)
- 2) Bidder shall be responsible for the scope of work it is selected for. Any penalty against the non-performance/SLA shall be borne by bidder.
- 3) Terms and conditions mentioned in the end customer RFP shall prevail all the time.
- 4) Successful bidder has to adhere to the execution timelines mentioned in the end customer RFP
- 5) RailTel shall sign definitive agreement with bidder/consortium in case RailTel's bid is successful.

4. Eligibility Criteria for Bidding Business Partner of RailTel

SN	Particulars	Criteria for Tender Package
		(Mandatory Compliance & Document Submission)
A)	Financial Conditions	
i)	Sole Bidder/All consortium members should be registered under Companies Act, 1956 or Companies Act 2013 as amended should have at least 3 years of operations in India as on bid submission date.	1. Certificate of Incorporation/Registration Certificate 2. GST Registration 3. PAN Card *in case of consortium, all the members needs to submit complying documents
ii)	Sole Bidder/(combined in case of) Consortium should have cumulative turnover of INR 30.14 Crores from the operations during last three financial years 2020-21, 2021-22, 2022-23.	Audited balance sheets and Profit and loss statements certified by Chartered Accountant (CA) with UDIN number
iii)	Sole Bidder/(combined in case of) Consortium should also have a positive net worth & be profitable in each of the last 3 financial years (i. e. 2020-21, 2021-22, 2022-23).	Audited balance sheets and Profit and loss statements certified by Chartered Accountant (CA) with UDIN number
B)	Technical Conditions	
iv)	The Bidder/Any member of consortium must be assessed and certified for CMMi Level 3 or above and ISO/IEC27001. Bidder shall be ISO 9001:2015 or latest certified. The certificates should be valid as on last date of submission of the bid.	Copy of valid certificates to be submitted
v)	The Bidder/Any member of consortium should not be debarred by BSP(H)CL or its subsidiary companies	Self-declaration on non-Judicial stamp paper of Rs. 100/- to be submitted
vi)	Bidder/any member of consortium should have an experience of executing "Eligible Projects" as a System Integrator (SI) during the last 7 (seven) financial years: ONE Eligible Project not less than Rs. 14 Crore (or) Two Eligible Projects with each having a project value not less than 8 Crore OR three Eligible Projects with each having a project value not less than 6 Crore *Eligible projects: Works entailing completion of Supply, Installation, Testing and commissioning of projects in the field of NOC/SOC/IT-ITES/ICT/Telecom for any government department/PSU/state government/Any listed company etc.	Documentary proof to be submitted :Copies of work order and completion certificate /certificate from customer/Copy of invoice to customer or i.e., Go-live certificate, UAT testing certificate etc.) of the respective project/ OEM should give the declaration on the letter head. Any other documentation for implementation performance/ operation

vii)	The Proposed solution should have been implemented by OEM/Bidder/Any consortium member or combined credentials of members during the last 7 (seven) financial years at three clients in India out of which at least one project must be implemented in State/Central Govt/ PSU. Each of the projects shall be in operation for at least 1(one) year as on date of bid. Eligible projects: Works entailing completion of Supply, Installation, Testing and commissioning of projects in the field of NOC/SOC/IT-ITES/ICT/Telecom for any government department/PSU/state government/Any listed company or reputed company etc.	Documentary proof to be submitted (Undertaking)/Copies of work order/certificate from customer/Copy of invoice to customer/ Documentary evidence of completion of the Project or completion of Go-live status (i.e., Go-live certificate, UAT testing certificate etc.) of the respective project/ OEM should give the declaration on the letter head. Any other documentation for implementation performance/ operation
C)	Annexures	
1)	Annexure 1	Covering Letter: Self-certification duly signed by authorized signatory on company letter head.
2)	Annexure 2	The Partner should agree to abide by all the technical, commercial & financial conditions of the the EOI. Self-certification duly signed by authorized signatory on company letter head.
3)	Annexure 3	An undertaking signed by the Authorized Signatory of the company letter head. The Bidder should not have been blacklisted/debarred by any Governmental/Non-Governmental Organization in India as on bid submission date for last three years. All consortium members to submit the same.
4)	Annexure-4	Format for Affidavit to be uploaded by sole bidder along with the tender documents.
5)	Annexure-5	Non-disclosure agreement with RailTel.

6)	Power of Attorney	In case of Sole bidder: Power of Attorney/ Board Resolution in favour of one of its employees who will sign the Bid Documents. In case of consortium: 1) Consortium Agreement on non judicial stamp paper of Rs. 100 and duly notarized 2) Power of Attorney/Board resolution of consortium members authorizing a) Execution of consortium agreement and b) Appointing the authorized signatory for this purpose on non judicial stamp paper of Rs. 100 and duly notarized. 3) Power of Attorney by all the members of consortium in favor of the lead member
D	Financial Quote:	As per Annexure-6 This has to be submitted in password protected copy separately.

5. Bidder's Profile

The bidder shall provide the information in the below table:

SN	ITEM	Details
1.	Full name of bidder's firm	
2.	Full address, telephone numbers, fax numbers, and email address of the primary office of the organization / main / head / corporate office	
3.	Name, designation and full address of the Chief Executive Officer of the bidder's organization as a whole, including contact numbers and email Address	
4.	Full address, telephone and fax numbers, and email addresses of the office of the organization dealing with this tender	
5.	Name, designation and full address of the person dealing with the tender to whom all reference shall be made regarding the tender enquiry. His/her telephone, mobile, Fax and email address	
6.	Bank Details (Bank Branch Name, IFSC Code, Account number)	
7.	GST Registration number	

6. Evaluation Criteria

- 6.1 The bidders are first evaluated on the basis of the Eligibility Criteria as per clause 4 above.
- 6.2 The bidders who fulfill the eligibility criteria shall be further evaluated on the basis of price

quoted. Bidder meeting eligibility criteria with lowest quoted price will be selected for optimizing technical and commercial solution so that most winnable solution is submitted to end customer.

- 6.3 RailTel reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants. The RailTel evaluation committee will determine whether the proposal/ information is complete in all respects and the decision of the evaluation committee shall be final. RailTel may at its discretion assign lead factor to the bidder as per RailTel policy for shortlisting partner against this EOI.
- 6.4 All General requirement mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable.

7. Payment terms

- 7.1 RailTel shall make payment to selected bidder after receiving payment from end Customer for the agreed scope of work on back-to -back-basis. In case of any penalty or deduction made by customer for the portion of work to be done by bidder, same shall be passed on to Bidder.
- 7.2 Selected bidder shall support RailTel to submit invoices to end customer on time by providing completion certificates for its scope of work.
- 7.3 Bidder/selected partner understands that if he so selected will be treated as Bidder and not vendor in any manner. It is categorically agreed without any doubt that provision related to MSME shall not be applicable to the selected partner and payment terms shall be governed in accordance with the definitive agreement entered into with bidder.
- 7.4 Railtel shall raise the invoices to end customer as per project milestones. Successful bidder has to ensure that project milestones are met so that invoicing can be done in time bound manner.

8 SLA

The selected bidder will be required to adhere to the SLA matrix as defined in the end Customer organization tender for his scope of work and the SLA breach penalty will be applicable proportionately on the selected bidder, as specified in the end Customer organization tender. The SLA scoring and penalty deduction mechanism for in-scope of work area shall be followed as specified in the tender of end customer. Any deduction by Customer from RailTel payments on account of SLA breach which is attributable to Partner will be passed on to the Partner proportionately based on its scope of work.

Annexure 1: Format for COVERING LETTER (to be submitted by sole bidder/lead partner in case of consortium)

COVERING LETTER (To be on company letter head)

To,

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

Sir,

SUB: Participation in the EoI process

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

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

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

Authorized Signatory

Name

Designation

Annexure 2: Format for Self-Certificate & Undertaking (to be submitted by sole bidder/lead partner in case of consortium)

Self-Certificate (To be on company letter head)

EoI Reference No:

Date:

To,

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

Dear Sir,

Sub: Self Certificate for Tender, Technical & other compliances

- 1) Having examined the Technical specifications mentioned in this EOI, we hereby confirm that we meet all specification.
- 2) We_____agree to abide by all the technical, commercial & financial conditions of the end customer work for which EOI is submitted (except pricing, termination & risk purchase rights of the RailTel). We understand and agree that RailTel shall release the payment to selected partner the receipt of corresponding payment from end customer by RailTel. Further we understand that in case selected partner fails to execute assigned portion of work, then the same shall be executed by RailTel through third party or departmentally at the risk and cost of selected sole partner
- 3) We agree to abide by all the technical, commercial & financial conditions of the end customer's work for the agreed scope of work for which this EOI is submitted.
- 4) We hereby certify that any services, equipment and materials to be supplied are produced in eligible source country complying with OM/F. No. 6/18/2019 dated 23rd July 2020 issued by DoE, MoF.
- 5) We hereby undertake to work with RailTel as per end customer's terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Criteria as required by end customer's and other terms and conditions like technical certificates, OEM compliancedocuments.
- 6) We understand and agree that RailTel is intending to select a bidder who is willing to accept all terms & conditions of end customer organization's work for the agreed scope of work. RailTel will strategies to retain scope of work where RailTel has competence.
- 7) We hereby agree to submit that in case of being selected by RailTel as bidder for the proposed project

(for which EOI is submitted), we will submit all the forms, appendix, relevant documents etc. to RailTel that is required and desired by end Customer.

- 8) We hereby undertake to sign Non-Disclosure Agreement with RailTel on a non-judicial stamp paper of Rs. 100/- in the prescribed Format.
- 9) We undertake that we will not submit directly or indirectly out bids and techno-commercial solution/association with any other organization once selected in this EOI.

Authorized Signatory

Name & Designation

**Annexure 3: Undertaking for not Being Blacklisted/Debarred
(to be submitted by sole bidder/consortium members)**

<On Company letter head>

To,

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

Undertaking for not Being Blacklisted/Debarred

We, Company Name, having its registered office at Address

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

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

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Bidder's Company Seal:

Annexure 4: Format of Affidavit (to be submitted by sole Bidder/ all consortium partners)

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY SOLE PARTNER) ALONGWITH THE EOI DOCUMENTS

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/- .The paper has to be in the name of the 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 EOI documents for the work of _____ as per the EOI No. _____ of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the behalf of the Bidder including its constituents as under:

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

DEPONENT
SEAL AND SIGNATURE
OF THE BA

VERIFICATION

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

DEPONENT

Dated:
SEAL AND SIGNAURE
OF THE BA

Place:

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

Annexure-5: Non-Disclosure Agreement (NDA) Format (to be submitted by sole bidder/all members in case of consortium)

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “**Agreement**”) is made and entered into on this ____ day of ____, 2023 (the “**Effective Date**”) at_____.

By and between

RailTel Corporation of India Limited, (CIN: L64202DL2000GOI107905), a Public Sector Undertaking under Ministry of Railways, Govt. of India, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower -2, East Kidwai Nagar, New Delhi-110023, (hereinafter referred to as '**RailTel**'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of the ONE PART,

And

_____) (CIN: _____), a company duly incorporated under the provisions of Companies Act, _____ having its registered office at _____, (hereinafter referred to as '_____'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of OTHER PART

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

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

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

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

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

1. Permitted Use.

(a) Receiving Party shall:

- (i) hold all Information received from Disclosing Party in confidence;
 - (ii) use such Information for the purpose of evaluating the possibility of entering into a commercial arrangement between the Parties concerning such Information; and
 - (iii) restrict disclosure of such Information to those of Receiving Party's officers, directors, employees, affiliates, advisors, agents and consultants (collectively, the "**Representatives**") who the Receiving Party, in its reasonable discretion, deems need to know such Information, and are bound by the terms and conditions of (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement.
- (b) The restrictions on Receiving Party's use and disclosure of Information as set forth above shall not apply to any Information that Receiving Party can demonstrate:
- (i) is wholly and independently developed by Receiving Party without the use of Information of Disclosing Party;
 - (ii) at the time of disclosure to Receiving Party, was either (A) in the public domain, or (B) known to Receiving Party;
 - (iii) is approved for release by written authorization of Disclosing Party; or
 - (iv) is disclosed in response to a valid order of a court or other governmental body in the India or any political subdivision thereof, but only to the extent of, and for the purposes set forth in, such order; provided, however, that Receiving Party shall first and immediately notify Disclosing Party in writing of the order and permit Disclosing Party to seek an appropriate protective order.
- (c) Both parties further agree to exercise the same degree of care that it exercises to protect its own Confidential Information of a like nature from unauthorised disclosure, but in no event shall a less than reasonable degree of care be exercised by either party.

2. Designation.

- (a) Information shall be deemed confidential and proprietary and subject to the restrictions of this Agreement if, when provided in:
- (i) written or other tangible form, such Information is clearly marked as proprietary or confidential when disclosed to Receiving Party; or
 - (ii) oral or other intangible form, such Information is identified as confidential or proprietary at the time of disclosure.

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

4. Ownership of Information. All Information remains the property of Disclosing Party and no license or other rights to such Information is granted or implied hereby. Notwithstanding the foregoing, Disclosing Party understands that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Information of the Disclosing Party. Notwithstanding anything to the contrary, nothing

in this Agreement will be construed as a representation or inference that Receiving Party will not develop products, or have products developed for it, that, without violation of this Agreement, compete with the products or systems contemplated by Disclosing Party's Information.

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

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

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

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

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

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

8. **Notice.**

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

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

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

RailTel Corporation of India limited:

Attn: _____

Address: _____

Phone: _____

Email.

_____:

Attn:

Address:

Phone:

Email:

9. Term, Termination and Survivability.

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

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

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

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

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

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

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

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

13. Settlement of Disputes:

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

14. CONFIDENTIALITY OF NEGOTIATIONS

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

15. REPRESENTATION

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

16. ASSIGNMENT

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

17. EMPLOYEES AND OTHERS

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

18. NO LICENSE

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

19. RELATIONSHIP BETWEEN PARTIES:

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

20. UNPUBLISHED PRICE SENSITIVE INFORMATION (UPSI)

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

21. MISCELLANEOUS

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

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

_____:

RailTel Corporation of India Limited:

By _____
Name:
Title:

By _____
Name:
Title:

Witnesses

Annexure-6: Financial Bid Format

Financial - Breakup of Cost Components

Note:

- Bidder should provide all prices, quantities as per the prescribed format under this Annexure. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate "0" (Zero) in all such fields.
- It is mandatory to provide breakup of all Taxes, Duties and Levies wherever applicable and/or payable.
- Purchaser shall take into account all Taxes, Duties & Levies for the purpose of Evaluation.
- Bidders may take the current prevailing Tax rates for all calculations.

Part A- Supply of License, Hardware & one Year Support

S.No.	Components	UOM	Quantity	Unit rate (In Rs.) (excl. GST)	GST applicable in %	GST Amount	Total (Including GST)
				Supply			
1	2	3	4	5	6	7	8=5+7
A1	Licenses COTS Product for Unified Project Management Solution	Lic.	100				
A2	Three yearsATS License supportfor COTS Product for Unified Project Management Solution	Lic	100				

Part B-Supply, Installation, Testing and Commissioning of Infrastructure required to run the Application

S.No	Components	UOM	Quantity	Unit rate (In Rs.) (excl. GST)	GST applicable in %	GST Amount	Total (Including GST)
				Supply			
1	2	3	4	5	6	7	8=5+7
B1	Database Server						
B2	Application Server						
B3	Storage Device						
B4	Antivirus software						
B5	Operating System						
B6	Database Software						
B7	Backup software						
B8	Any other software required to implement the solution	Lump sum	As per requirement				

- Servers and storage must align with the design and requirements of the proposed solution. Additionally, please enter the corresponding quantities in the commercial table.
- Cost should include one year support

Part C – Cost of the UPMS product Customization, installation & Commissioning as per the requirement

S.No	Component s	UOM	Quantit y	Unit rate (In Rs.) (excl. GST)	GST applicable in %	GST Amount	Total (Including GST)
				Supply			
1	2	3	4	5	6	7	8=5+7
C1	Cost of Design, Development, Testing, Commissioning,	Job	1				

	Migration, Integration and Implementation of solution as per scope mentioned in RFP						
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Part D – Manpower As per requirement

S.No	Components	UOM	Quantity	Unit rate (In Rs.) (excl. GST)	GST applicable in %	GST Amount	Total (Including GST)
				Supply			
1	2	3	4	5	6	7	8=5+7
D1	FMS (Man month rate for resource to be deployed at each divisions for user hand holding and support)	Man months	1				
D2	Man-month cost of manpower for data migration of existing data of NBPDCCL & SBPDCL to new system	Man months	1				
D3	Man-month cost of manpower deployed post implementation of proposed solution for additional upcoming, configuration, customization and of delivered Unified Project Management Solution	Man months	1				

- End customer may place order separately for the manpower as and when it is required on site. Cost mentioned in this table should be valid for the entire project tenure.

Form 26:- Un-priced Bill of Material for the IT – Infrastructure for delivering the services

Bidder should provide detailed un-priced BOQ quantities as per the requirement & designed of the proposed solution.

S.No.	Equipment/ Components details	Unit	Make and Model	Detail Specs	Quantity	Purpose
1	Item-1					
2	Item-2					
3	Item-3					
N	Item-n					

Proforma for Performance Bank Guarantee

PERFORMANCE BANK GUARANTEE BOND
(On Stamp Paper of Rs. One Hundred)
(To be used by approved Scheduled Banks)

In consideration of the RailTel Corporation of India Limited: Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar, New Delhi-110023

1. (Herein after called RailTel) having agreed to exempt (Hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement No. dated made between and for (hereinafter called " the said Agreement") of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs. only). We,(indicate the name of the Bank) hereinafter referred to as " the Bank") at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. Against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We, Bank **and our local branch at New Delhi (indicate detail address of local New Delhi Branch with code no.)** do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

3. We, bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.

We, Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and

1. Signature
Name
2. Signature
Name

Annexure-VIII

Format for Power of Attorney

POWER OF ATTORNEY

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney.]

We, M/s. _____ (name of the firm or company with address of the registered office) hereby constitute, appoint and authorise Mr. or Ms. _____ (Name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our RFP for the Project _____ (name of the Project), including signing and submission of the RFP response, participating in the meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with _____ (Client) and thereafter till the expiry of the Project Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

(Add in the case of a Consortium)

Our firm is a Member or Lead bidder of the Consortium of _____, _____ and _____.

Dated this the _____ day of _____ 2023

(Signature and Name of authorized signatory)

(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company)

Seal of firm Company

Witness 1:

Witness 2:

Notes:

- a. To be executed by all the members individually.

The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

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 relations with its Bidder(s) and /or Contractor(s).

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

Section 1- Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

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

Section 3: Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process & exclude him from future business dealings as per the existing provisions of GFR, 2017, PC ACT 1988) or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings" and any other Financial Rules/Guidelines applicable to the Principal. Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex-"B".

Section 4: Compensation for Damages

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

Section 5: Previous Transgression

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

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

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a signed commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal Contractor shall take the responsibility of the adoption of IP by the subcontractors. It is to be ensured that all sub-contractors also sign the IP.
3. In case of a Joint Venture, all the partners of the Joint Venture should sign the Integrity pact.
4. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions

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 & credible Independent External Monitors for this pact as nominated by the Central Vigilance Commission(CVC) Government of India, from the panel of IEMs maintained by it. The task of the Monitors is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs

- his functions neutrally and independently. He reports to the CMD, RailTel.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor.
 4. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
 5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
Note : However, the documents /records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
 6. For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
The advice of the IEM panel is restricted to resolving issues raised by a bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders.
 7. The panel of IEMs are expected to submit a joint written report to the CMD, RailTel within 30 days from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
 8. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the RailTel Board.
 9. The IEMs would examine all complaints received by them and give their recommendations/views to the CMD, RailTel at the earliest. They may also send their report directly to the CVO in case of suspicion of serious irregularities requiring legal/administrative action. Only in case of very serious issue having a specific, verifiable vigilance angle, the matter should be reported directly to the Chief Vigilance Commission.
 10. The word 'Monitor' would include both singular and plural.
 11. In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms & conditions of the contract. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties.

Section 9: Pact Duration

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the completion of contract. After award of work, the IEMs shall look into any issue relating to execution of contract, if specifically raised before them. However, the IEMs may suggest systemic improvements to the management of the organization concerned, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.

In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the contract has been awarded.

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

Section 10: Other Provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. The parties signing the IP shall not approach the Courts while representing the matters to the IEMs and he/she will await the decision in the matter.
6. Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor
7. The Integrity pact shall be deemed to form a part of contract and parties shall be bound by it's provision.
8. Issues like warranty/guarantee etc. should be outside the purview of IEMs.

(For & on behalf of the Principal)
(Office Seal)

(For & On behalf of Bidder/Contractor)
(Office Seal)

Place _____
Date _____

Witness 1:
(Name & Address)

Witness 2:

(Name & Address)
