



**रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड**  
भारत सरकार का एक "नवरत्न" केंद्रीय सार्वजनिक क्षेत्र उद्यम

|                                                                                                                                         |                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| <b><u>पूर्वी क्षेत्र कार्यालय</u></b><br>19वीं मंजिल, ऑरोरा वॉटरफ्रंट, जीएन 34/1, सेक्टर V,<br>बिधाननगर, कोलकाता, पश्चिम बंगाल 700091   | <b><u>कॉर्पोरेट कार्यालय</u></b><br>प्लेट-ए, 6वीं मंजिल, ऑफिस टॉवर-2,<br>एनबीसीसी बिल्डिंग, ईस्ट किदवाई नगर, नई दिल्ली-<br>110023 |
| <b><u>Eastern Region Office</u></b><br>19th Floor, Aurora Waterfront, GN 34/1,<br>Sector V, Bidhannagar, Kolkata, West<br>Bengal 700091 | <b><u>Corporate Office</u></b><br>Plate-A, 6th Floor, Office Tower-2,<br>NBCC Building, East Kidwai Nagar, New<br>Delhi-110023    |

**ईओआई संख्या (EOI No.):**

**RAILTEL/ER/MKT/EOI/2025-26/121, DTD 24-03-2026**

“रेलटेल के अंतिम ग्राहक के लिए बीसीपी सर्वर और टॉवर सर्वरों हेतु व्यापक एएमसी सेवाएँ प्रदान हेतु” के लिए रेलटेल सूचीबद्ध बिजनेस एसोसिएट / ओईएम / ओईएम अधिकृत भागीदार / वितरक से उपयुक्त भागीदार का चयन हेतु रुचि की अभिव्यक्ति आमंत्रण

Invitation for Expression of Interest For

**Selection of Suitable Partner from RailTel Empanelled Business Associate / OEM / OEM Authorised Partner / Distributor for “Providing Comprehensive AMC Services for BCP Server & Tower Servers for RailTel’s end customer”**

# EOI NOTICE

## RailTel Corporation of India Ltd.

19th Floor, Aurora Waterfront, GN 34/1, Sector V,  
Bidhannagar, Kolkata, West Bengal 700091

## EXPRESSION OF INTEREST

**EOI Notice No: RAILTEL/ER/MKT/EOI/2025-26/121 DTD 24.03.2026**

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड (जिसे आगे रेलटेल कहा जाएगा) “रेलटेल के अंतिम ग्राहक के लिए बीसीपी सर्वर और टॉवर सर्वरों हेतु व्यापक एएमसी सेवाएँ प्रदान हेतु” के लिए रेलटेल सूचीबद्ध बिजनेस एसोसिएट / ओईएम / ओईएम अधिकृत भागीदार / वितरक से उपयुक्त भागीदार के चयन के लिए ईओआई आमंत्रित करता है।

RailTel Corporation of India Ltd., (hereafter referred to as RailTel) invites EOIs for Selection of Suitable Partner from RailTel Empanelled Business Associate / OEM / OEM Authorised Partner / Distributor for “Providing Comprehensive AMC Services for BCP Server & Tower Servers for RailTel's end customer”.

विवरण निम्नानुसार है/ The details are as under:

|   |                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---|-------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | ईओआई फ्लोटिंग की तिथि Date of EOI Floating                                                            | 24.03.2026                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 2 | ईओआई के तहत बोलियां प्रस्तुत करने की अंतिम तिथि<br>Last date for submission of Bids against EOI       | 01.04.2026 up to 12:00 Hours                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 3 | ईओआई के तहत प्राप्त बोलियों को खोलना / Opening of Bids received against EOI                           | 01.04.2026 at 12:30 Hours                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 4 | बोली प्रणाली / Bidding System                                                                         | Single Packet System                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 5 | ईओआई का अनुमानित मूल्य / Estimated Value of EOI                                                       | Partners Bid Value                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 6 | ईओआई दस्तावेज लागत (कर सहित) (वापसी योग्य नहीं)<br>EOI document cost (inclusive tax) (non-refundable) | Rs. 5,900/- Incl. GST (Five Thousand Nine Hundred only)                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 7 | बयाना राशि जमा (ईएमडी) / Earnest Money Deposit (EMD)                                                  | <p>1. Token EMD (to be submitted along with bid/response in eNivida Portal): Rs. 5,00,000/- (Rupees Five Lakhs Only)</p> <p>2. Balance EMD:</p> <p>a. The Balance amount of advertised EMD by End Customer (in case advertised) <b>or</b></p> <p>b. 1% of quoted amount less Token EMD Amount.</p> <p><b>In case of Tender:</b> (to be submitted by successful partner before RailTel's Bid Submission in CoR Tender</p> <p><b>OR</b></p> <p><b>In Case of Proposal Submission by RailTel:</b> It will be subject to maximum of</p> |

|   |                                                         |                                                                                                                                                                                                   |
|---|---------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |                                                         | 100 Lakhs & is to be submitted in the form of BG/online transfer before award of PO/WO to Partner (in case work is awarded to RailTel by end customer)):<br><br>Refer Clause 3.6 for more details |
| 8 | प्रस्तावों की वैधता/ Validity of offers                 | 180 days from the date of opening of Offers                                                                                                                                                       |
| 9 | कार्य पूर्ण करने की अवधि/ Completion Period of the work | As per End Customer Confirmation.                                                                                                                                                                 |

नोट: रेलटेल अपने विवेकानुसार उपरोक्त तिथियों में परिवर्तन करने का अधिकार सुरक्षित रखता है।/

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

ईओआई सूचना और ईओआई दस्तावेज रेलटेल की वेबसाइट पर उपलब्ध हैं और इसे <https://www.railtel.in> या ई-निविदा पोर्टल <https://railtel.enivida.com> से डाउनलोड किया जा सकता है। ऑनलाइन बोली जमा करने के लिए निविदाकर्ता को <https://railtel.enivida.com> पोर्टल से ईओआई दस्तावेज की आधिकारिक ऑनलाइन प्रति अनिवार्य रूप से डाउनलोड करनी होगी।

EOI Notice and EOI Document are available on RailTel's website and can be downloaded from <https://www.railtel.in> or from the e-Tendering portal <https://railtel.enivida.com>. For online bid submission, the tenderer will have to necessarily download an official online copy of the EOI document from the portal <https://railtel.enivida.com>.

प्रस्ताव जमाकर्ता रुचि की अभिव्यक्ति की तैयारी, प्रस्तुत करने/भाग लेने से संबंधित सभी लागतों को वहन करेगा। रेलटेल इन लागतों के लिए किसी भी तरह से जिम्मेदार या उत्तरदायी नहीं होगा, चाहे बोली प्रक्रिया के आचरण या परिणाम कुछ भी हों।

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

इस ईओआई के लिए भविष्य की सभी जानकारी अर्थात् शुद्धिपत्र / परिशिष्ट / संशोधन आदि केवल ई-निविदा पोर्टल पर पोस्ट किए जाएंगे। ईओआई दस्तावेज की मुद्रित प्रति रेलटेल कार्यालय से उपलब्ध नहीं की जाएगी।

All future information viz. corrigendum /addendum/ amendments etc. for this EOI shall be posted on this e-Tendering Portal only. Printed copies of the EOI document will not be provided from the RailTel office.

प्रस्ताव उपर्युक्त तिथि को उन प्रस्ताव जमाकर्ताओं की उपस्थिति में खोले जाएंगे जो उपस्थित होना चाहते हैं। यदि बोली प्राप्ति/खोलने की तिथि को अवकाश होता है, तो इसे अगले कार्य दिवस पर किया जाएगा।

The offers shall be opened on above mentioned date in the presence of those Respondents who choose to be present. If the receipt/opening bid date happens to be a holiday, the same shall be done on the next working day.

आरसीआईएल बिना किसी कारण के प्रस्तावों को स्वीकार/अस्वीकार करने का अधिकार सुरक्षित रखता है होगा।/

RCIL reserves the right to accept/reject the offers without any reason.

ईएमडी ईनिविदा पोर्टल के माध्यम से ऑनलाइन कोलकाता में देय रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड के पक्ष में जमा होना चाहिए। बोलीदाता

को प्रस्ताव के साथ ऑनलाइन बैंक ट्रांसफर विवरण जैसे यूटीआर नंबर दिनांक और बैंक साझा करने की आवश्यकता है।

The EMD should be submitted in the favour of RailTel Corporation of India Limited payable at KOLKATA through online via eNivida Portal. Bidder needs to share the online bank transfer/DD/Pay Order/Banker's Cheque details like UTR No. date and Bank along with the proposal.

टिप्पणी : एक कार्यशील ईओआई होने के नाते, इस ईओआई के लिए एमएसई के लिए ईओआई दस्तावेज लागत और ईएमडी प्रस्तुत करने से कोई छूट उपलब्ध नहीं है। इसलिए, बोलीदाताओं को अपने प्रस्ताव के साथ ईओआई दस्तावेज लागत और ईएमडी प्रस्तुत करना चाहिए, जिसमें विफल होने पर उनके प्रस्ताव को मूल्यांकन के लिए नहीं माना जाएगा, और सरसरी तौर पर अस्वीकार कर दिया जाएगा। एमएसई के लिए खरीद वरीयता भी इस ईओआई के लिए लागू नहीं है।

Note: Being a works EOI, no exemption from submission of EOI document cost and EMD is available for MSEs for this EOI. Hence, the bidders should submit the EOI Document Cost & EMD along with their offer, failing which their offer will not be considered for evaluation, and will summarily be rejected. Purchase preference to the MSEs is also not applicable for this EOI

बोलियों की भाषा: बोली में सभी जानकारी हिंदी या अंग्रेजी में होगी। किसी अन्य भाषा में सूचना के साथ हिंदी/अंग्रेजी में उसका अनुवाद संलग्न होगा। इसका अनुपालन करने में विफल रहने पर बोली को अयोग्य घोषित कर दिया जाएगा। अर्थ में किसी भी विसंगति की स्थिति में, सभी दस्तावेजों की अंग्रेजी भाषा की प्रति मान्य होगी।

**Language of Bids:** All information in the bid shall be in Hindi or English. Information in any other language shall be accompanied by its translation in Hindi/English. Failure to comply with this shall disqualify a bid. In the event of any discrepancy in meaning, the English Language copy of all documents shall prevail.

पात्र बीए(एस)/ओईएम/ओईएम अधिकृत भागीदार/वितरक को ईओआई दस्तावेज के लिए इस आमंत्रण से संबंधित सभी संचार निम्नलिखित नामित संपर्क व्यक्तियों के माध्यम से निर्देशित करना आवश्यक है: /

Eligible BA(s)/OEM/OEM authorized partner/distributor are required to direct all communications related to this Invitation for EOI document, through the following Nominated Point of Contact persons:

Level: 1 Contact:

Sh. Kuldeep Norge (Asst General Manager/Marketing/ER)

Email: [kuldeep.n@railtelindia.com](mailto:kuldeep.n@railtelindia.com);

Contact: +91- 9007041222

Level: 2 Contact:

Sh. Abhishek Mani (Sr Dy GM/Marketing/ER)

Email: [abhishekmani@railtelindia.com](mailto:abhishekmani@railtelindia.com);

Contact: +91-6289857500

Level: 3 Contact:

Sh Narayan Mukherjee (ED/Marketing/ER)

Email: [narayan@railtelindia.com](mailto:narayan@railtelindia.com)

Contact: +91-9007044110

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## CHAPTER 1 SUBMISSION OF BID

1. This EOI should be duly submitted online using e-Procurement Portal <https://railtel.enivida.com>.
  - 1..1 The offer shall be submitted in Single packet on eNivida Portal as per instructions given.
  - 1..2 Tenderer shall quote in SOR provided in eNivida portal. In case the schedule of requirement quoted by tenderer is incomplete with reference to EOI document, the offer is liable to be rejected.
  - 1..3 Any document submitted/uploaded in eNivida portal must be duly signed & stamped/digitally signed by the tenderer in each page.
  - 1..4 The rates quoted should be written both in words and figures. The unit of rates should be in metric system and as per EOI specification/schedule. In case of difference between words and figures, the rate in words will prevail. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser accordingly.
  - 1..5 Tenderers are requested to go through all the conditions of the EOI document and note that, by submitting the EOI documents, duly signed, they have accepted these conditions and undertake to abide by these conditions (unless specifically disagreed to clause wise).
  - 1..6 **ATTESTATION OF ALTERATION:** No scribbling is permissible in the EOI documents. Bids containing erasures and alterations in the EOI documents are liable to be rejected. Any correction made by the tenderer/ tenderers in his/their entries must be signed (not initiated) by him/them.
2. COVER-01:
  - i. EOI Document Fee, EMD, Credential & Technical Bid: This shall contain UTR Numbers of transaction/ Date of online transaction of EMD and EOI Fee amount paid online in RailTel Collection Account/proof of transaction to be enclosed.
  - ii. Documents as per the eligibility criteria and Credential & Technical Bid shall be submitted. These documents should be in conformance to the eligibility criteria/Credential.
  - iii. Financial Part: This shall contain only the Price bid against the SOR in excel format.
3. **E-tendering Instructions to Bidders**
  - i. **GENERAL:** These Special Instructions (for e-Tendering) supplement, as given above. Submission of Bids only through online process is mandatory for this EOI.  
  
 E-Tendering is a methodology for conducting Public Procurement in a transparent and secure manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, RailTel has decided to use the portal <https://railtel.enivida.com>. Bidder Enrolment can be done using "Online Bidder Enrolment".

The instructions given below are meant to assist the bidders in registering on the e- tender Portal, and submitting their bid online on the e-tendering portal as per uploaded bid. More information for submitting online bids on the eNivida Portal may be obtained at: <https://railtel.enivida.com>

ii. **GUIDELINES FOR REGISTRATION:**

1. Bidders are required to enroll on the e-Procurement Portal: <https://railtel.enivida.com/bidderRegistration/newRegistration> or click on the link "**Bidder Enrolment**" available on the home page of e-tender Portal by paying the Registration fee of Rs. 2000/-+ Applicable GST.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their account.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (**Only Class III Certificates with signing + encryption key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.) with their profile.
5. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC /e-Token.
7. The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.
8. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id [eprocurement@railtelindia.com](mailto:eprocurement@railtelindia.com) for activation of account.

iii. **SEARCHING FOR EOI DOCUMENT:**

1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
2. Once the bidders have selected the tenders they are interested in, bidders can pay the EOI fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then bidder may download the required documents / EOI schedules, Bid documents etc. Once bidder pay both fee EOI will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the EOI document.

iv. **PREPARATION OF BIDS:**

1. Bidder should take into account any corrigendum published on the EOI document before submitting their bid.
2. Please go through the EOI notice and the EOI document carefully to understand the documents required to be submitted as part of the bid.

3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the EOI document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option, which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Documents” available to them to upload such documents.
5. These documents may be directly submitted from the “My Documents” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click “New” to upload new documents.

**v. SUBMISSION OF BIDS:**

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the EOI document as a token of acceptance of the terms and conditions laid down by RailTel.
3. Bidder has to select the payment option as “e-payment” to pay the EOI fee / EMD as applicable and enter details of the instrument.
4. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the financial bid has been given as a standard BOQ format with the EOI document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the **Sky-Blue Coloured** (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
5. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. The uploaded EOI documents become readable only after the EOI opening by the authorized bid openers.
7. Upon the successful and timely submission of bid click “Complete” (i.e. after Clicking “Submit” in the portal), the portal will give a successful Bid submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
8. The EOI summary has to be printed and kept as an acknowledgement of the submission of the Bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
9. For any clarification in using eNivida Portal:

- a. Any queries relating to the EOI document and the terms and conditions contained therein should be addressed to the EOI Inviting Authority for a EOI or the relevant contact person indicated in the EOI Document.
- b. Any queries relating to the process of online bid submission or queries relating to e- tender Portal in general may be directed to the Helpdesk Support.
- c. Please feel free to contact eNivida Helpdesk (as given below) for any query related to e-tendering.
- d. Phone No. 011-49606060/8448288988
- e. Mail id: - enividahelpdesk@gmail.com

10. Documents to be submitted: Following documents shall be submitted in Technical and Financial bid as given below:

(a) **“TECHNICAL BID”**; -The bid shall consist of the following: -

- a. Offer Letter.
- b. Signed Copy of EOI Document/ Corrigenda.
- c. E-receipt of EMD.
- d. E-receipt of EOI Document fee.
- e. Power of attorney/Authorization (The original/Notarized copy also to be submitted offline).
- f. Complete technical data and particulars.
- g. Clause wise compliance to EOI conditions.
- h. Documentary proof of qualifying criteria.
- i. Affidavit (The original copy also to be submitted offline).
- j. Certificate by bidders sharing a land border with India.
- k. Any other document asked in the EOI Document but not listed above.

(b) **“PRICE BID”** Shall contain the financial bid for “Schedule of requirements” only.

**Note:** Non submission of the above-mentioned documents may lead to rejection of the bid.

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## CHAPTER 2: LIST OF DOCUMENTS TO BE SUBMITTED OFFLINE

**2.1** The above-mentioned documents are to be submitted in offline mode, and these should reach RailTel Office before opening of the bids:

- 1.0 Power of attorney/Authorization.
- 2.0 Affidavit (Annexure-4).
- 3.0 Integrity pact (2 copies) (if value of work is more than 15 Crs)

**2.2 Address for submission of offline documents:**

RailTel Corporation of India Limited, Eastern Region,  
Aurora Waterfront, 19<sup>th</sup> floor, GN 34/1, Sector V,  
Salt Lake, Bidhannagar, Kolkata-91 (WB)

Or RailTel's Territory Office (Bhubaneswar, Ranchi, Patna, NJP, Guwahati)

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RAILTEL

## CHAPTER 3: IMPORTANT POINTS

1. RailTel Empanelled Business Associate(s)/OEM/OEM authorised partner/distributor are required to submit soft copy of response through Online on RailTel's eNivida portal at <https://railtel.enivida.com> duly signed by Authorized Signatories with Company seal and stamp.
2. The EOI response is invited from BA(s)/OEM/OEM authorised partner/distributor. A prospective bidder can be empanelled during the preboarding/onboarding process i.e. Partner who have applied for empanelment with RailTel can also participate duly submitting the mail sent to RailTel & proof of payment of empanelment fee.
3. BA(s)/OEM/OEM authorised partner/distributor can participate as a sole bidder or as a consortium (maximum three members are allowed in the consortium). In case of consortium, the roles of consortium members shall be clearly defined. Annexure-4 is to be submitted by all consortium members.
4. If, the interested partner is OEM/OEM authorised partner/distributor, it should submit the supporting document for the same.
5. All the documents must be submitted with proper indexing and page numbering.
6. **This is an EOI for BA(s)/OEM/OEM authorised partner/distributor for preparation of techno-commercial proposal for end customer of RailTel.**
7. Selected partner's authorized signatory has to give an undertaking they will not submit directly or indirectly their bids and techno-commercial solution/association with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to end customer organization by RailTel). This undertaking has to be given with this EOI Response.
8. Transfer and Sub-letting. The Partner 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.
9. Partner once selected has to ensure all technical documents/ solution documents related to OEM before submission of RailTel's Proposal.
10. Installation, commissioning and integration should be done by OEM or their authorized agencies only. If authorized agencies are involved, RailTel should be informed in writing before finalization.
11. Partner/Consortium has to ensure OEM support (of its product including customization part) till the expiry of contract period.
12. Partner/Consortium has to ensure validity of all licenses from implementation stage to the expiry of contract period.
13. To maintain confidentiality, RailTel reserves the right to show/not show the competition bids in eNivida Portal.
14. **RailTel at its discretion may select an offer which does not fulfil the eligibility criteria, if otherwise found suitable as per the requirement of CoR.**

# CHAPTER 4: DETAILS OF THE PROJECT

## 1. PROJECT BACKGROUND AND OBJECTIVE OF EOI

RailTel intends to participate in the submit a quote to CENTER FOR MODERNIZING GOVERNMENT INITIATIVE (CMGI) for comprehensive AMC Services.

In this connection, RailTel is inviting EOIs from RailTel's Empanelled Partners/ OEM/ OEM authorised partner/distributor for the selection of suitable partner. The Empanelled partner is expected to have excellent execution capability and good understanding of customer local environment.

It will be responsibility of Partner to comply all extent guidelines and regulations of Central/State Govt. including Make in India or any other concerned entities including DoT/TEC in respect of supply of new equipment and services from time to time. In addition, Partner will also comply any change in the rules and regulations by Govt. or any other entities DoT/TEC. Partner should submit an undertaking in this regard in their bid.

The Empanelled partner is expected to have excellent execution capability and good understanding of customer local environment.

## 2. SCOPE OF WORK

The basic Scope of Work includes comprehensive AMC Service for BCP Server installed at STPI, Bhubaneswar & Tower Servers installed at CMGI State office, Bhubaneswar.

Partner has to submit the overall costing as per Price Bid format given in Annexure 12 A. The Pri Partner has to ensure that all items required for completion of project has been given by them. In case anything is missed during price bid submission & is required in future (for commissioning of work), then the same is to be provided by partner without any financial implication to RailTel/End Customer.

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

## 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 partner or Business Associate or without any obligation to inform the affected partner or partners about the grounds for RailTel's action.

### 3.3 EOI response Document

The partner 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 partner's risk and may result in rejection of its bid without any further reference to the partner.

All pages of the documents shall be signed by the partner 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 opening of EOI.

#### 3.5 Bidding Process

The bidding process as defined in Chapter 1.

#### 3.6 Bid Earnest Money (EMD)

3.6.1. The Partner 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 or directly through e-Nivida portal. This will be called as EOI EMD.

3.6.2. Offers not accompanied with valid EOI Earnest Money Deposit shall be summarily rejected.

3.6.3. Partner has to furnish Earnest Money Deposit (for balance amount as mentioned in the customer's Bid as and if applicable) for the bid to RailTel. The selected Business Associate shall have to submit a Bank Guarantee against EMD in proportion to the quoted value/scope of work to RailTel before submission of bid to end customer as and if applicable. If customer asks EMD in Online Transfer then BA shall have to submit the EMD in Online Transfer only.

3.6.4. Return of EMD for unsuccessful Business Associates: EOI EMD of the unsuccessful Business Associate shall be returned without interest after completion of EOI process.

3.6.5. Return of EMD for successful Business Associate: EOI-EMD (Earnest Money Deposit) of the successful partner will be discharged / returned on receipt of Security Deposit and Performance Bank Guarantee as applicable (clause no. 3.7) from Business Associate.

3.6.6. Forfeiture of EOI EMD and or Penal action as per EMD Declaration.

3.6.6.1. The EOI EMD may be forfeited and or penal action shall be initiated if a Business Associate withdraws his offer or modifies the terms and conditions of the offer during validity period.

3.6.6.2. In case of non-submission of SD/PBG (as per clause no. 3.7) lead to forfeiture of EOI EMD and or suitable action as prescribed in the EMD Declaration shall be initiated as applicable.

#### 3.7 Security Deposit / Performance Bank Guarantee (PBG):

3.7.1 **SECURITY DEPOSIT:** *(As per Back-to-back terms and to be levied only if customer is levying on RailTel).* ~~The successful tenderer shall submit 5% of total value of the Service including GST detailed in the Purchase Order/ Letter of Acceptance towards Security Deposit in the form of online transfer or irrevocable Bank Guarantee from any scheduled commercial bank ( either private or PSU) but not from any cooperative bank or NBFC,~~

~~within 30 days of issue of the Purchase Order/Letter of Acceptance or may be recovered at the rate of 10% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the RailTel may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract. The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated date of Maintenance period plus 90 days and shall be extended from time to time, depending upon extension of contract granted. All other terms & Conditions of Bank Guarantee shall be applicable as mentioned in clause No. 3.7.2.~~

In case the bid is successful, the PBG of requisite amount proportionate to the agreed scope of work will have to be submitted to RailTel.

- 3.7.2 **Performance Bank Guarantee** : The successful tenderer shall submit **5%** of total value of the Service including GST detailed in the Purchase Order/ Letter of Acceptance towards Performance Guarantee\* in the form of online transfer or irrevocable Bank Guarantee from any scheduled commercial bank ( either private or PSU) but not from any cooperative bank or NBFC, within 30 days of issue of the Purchase Order/Letter of Acceptance, failing which a penal interest of 15% per annum shall be charged for the delayed period i.e. beyond 30 (thirty) days from the date of issue of PO/LOA, till the date PBG is received, which may be considered only up to 60 days of issuance of PO/LOA.

If, the PBG is not submitted by the successful partner within 60 days of issuance of PO/LOA, RailTel reserves the right to terminate the contract.

\* Round off to higher Rs. 1000/- (One thousand).

- 3.7.2.1 The PBG shall be initially valid up to stipulated completion of all contractual obligations including warranty obligations (if applicable) plus 90 days along with a claim period of 12 months (time period between expiry date and claim date) on top of guarantee period (if applicable) under the contract.

Note:

A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG 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 BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.

Detail for online SFMS confirmation using the platform is as below:  
BG advising message – IFN 760COV/ IFN 767COV via SFMS  
To mandatorily send the Cover message at the time of BG issuance.  
IFSC Code of ICICI Bank to be used (ICIC0000007).  
Mention the unique reference (RAILTEL6103) in field 7037

- 3.7.2.2 Any performance security up to a value of Rs. 5 Lakhs is to be submitted through online transfer only.

RailTel's Bank Account Details for online submission of Performance Guarantee amount are given as below:

- Company Name: RailTel Corporation of India Ltd.
- Bank Name: Union Bank of India
- Branch Name: Camac Street Branch
- Bank IFSC: UBIN0540161
- Account Type: Current Account
- Account No.: 401601010519491

- 3.7.2.3 No Interest on Earnest Money and Performance Security: No interest shall be paid on the amount of earnest money and Performance Security held by RailTel, at any stage.
- 3.7.2.4 The Performance Bank Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA)/Purchase Order has been issued, but before signing of the contract agreement. In case, the time for completion of work gets extended, the contractor shall get the validity of PBG. extended to cover such time for completion of work plus 90 days with a claim period of 12 months (time period between expiry date and claim date) on top of guarantee period.
- 3.7.2.5 The value of PBG to be submitted by the contractor will not change for variation up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than + 25% of the original contract value, an additional Performance Bank Guarantee amounting to 10% (ten percent) for the excess value over the original contract value shall be deposited by the contractor.
- 3.7.2.6 The Performance Bank Guarantee (PBG) shall be released on completion of Contract including warranty period obligations under the contract, duly adjusting any dues recoverable from the successful tenderer.
- 3.7.2.7 Wherever the contracts are rescinded, the Performance Bank Guarantee shall be en-cashed and the balance work should be got done separately.
- 3.7.2.8 In case the customer has sought PBG of the contract in the terms of Indemnity Bond from RailTel, the selected partner has to provide the equivalent value PBG from scheduled Bank to RailTel. No Indemnity Bond from Selected Partner will be accepted in lieu of PBG from Scheduled Bank.
- 3.7.2.9 If the service period gets extended by virtue of extension or any other reason by end customer, PBG should also be extended accordingly.
- 3.7.2.10 RailTel shall also be entitled to make recoveries from the Partner's bills, PBG or from any other amount due to him, any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- 3.7.2.11 The PBG should have validity for a period as per Customer PO to RailTel and shall be on back-to-back basis. The PBG may be discharged / returned by RailTel upon being satisfied that there has been due performance of the obligations of the Partner under the contract. In the event, CSP being unable

to service the contract for whatsoever reason, RailTel would invoke the PBG at it discern. Notwithstanding and without prejudice to any rights whatsoever of RailTel under the contract in the matter, the proceeds of the PBG shall be payable to RailTel as compensation for any loss resulting from the Partner's failure to complete its obligations under the contract. RailTel shall notify the Partner in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Partner is in default.

**3.7.2.12 If customer ask for submission for value more than 5%, same also needs to be submitted by the selected business partner.**

- 3.8 Last date & time for Submission of EOI response  
EOI response must be submitted to RailTel at eNivida Portal of RailTel not later than the specified date and time mentioned in the preamble.
- 3.9 Modification and/or Withdrawal of EOI response
- 3.9.1 EOI response once submitted will be treated as final and no modification will be permitted except with the consent of the RailTel.
- 3.9.2 No Partner shall be allowed to withdraw the response after the last date and time for submission.
- 3.9.3 The successful Partner will not be allowed to withdraw or back out from the response commitments. In case of withdrawal or back out by the successful business associate, the Earnest Money Deposit shall be forfeited and all interests/claims of such Business Associate shall be deemed as foreclosed.
- 3.10 Partner with lowest (L1) offer will be selected for exclusive pre-bid arrangement for optimizing technical and commercial solutions so that the most winnable solution is submitted to end customer. The final Proposal will be prepared jointly with the selected Business Associate so that the optimal bid can be put with a good chance of winning the 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 Business Associate 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 Period of Association/Validity of Agreement: RailTel will enter into an agreement with selected partner with detailed Terms and conditions.

#### 4. EVALUATION CRITERIA

- 4.1 The BA(s)/OEM/OEM authorised partner/distributor are first evaluated on the basis of the Eligibility Criteria as per clause 14.
- 4.2 The BA(s)/OEM/OEM authorised partner/distributor who fulfils the Eligibility criteria of Bidding shall be further evaluated on the basis of Technical Evaluation and Financial evaluation.
- 4.3 For the opened bid as per outcome of the Eligibility criteria above, the partner will be selected on the lowest quote (L-1) basis for individual 'Schedule of Requirement' as mentioned in the EOI

document and documents of technical specifications of Customer, subject to the respective overall bid is in compliance to the requirements of this EOI. The so selected partner will be termed as 'Commercially Suitable Partner (hereafter referred to as 'CSP')'. It is re-mentioned, that the final selection of CSP will be on the L-1 basis only. Further, RailTel reserves the right to have negotiation with the CSP at any stage before issuing Work Order.

4.4 Deleted

4.5 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.

4.6 All General requirement mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable.

## 5. PAYMENT TERMS

5.1 Payment Terms are levied on back-to-back basis including any advance/ Mobilization advance.

5.2 However, for any Advance / Mobilisation Advance, the requisite amount of Bank Guarantee / FDR (in lien to RailTel Corporation of India Ltd (Payable at Kolkata).

5.3 Payment will be released after receipt of payment from end customer for the same work / services. Any deduction /Penalties levied on RailTel invoices will be deducted in totality (full amount, which ever levied by Customer) from CSP's invoices.

5.4 Documents list required at the time of payment/invoice submission by selected partner shall be:

- i. PO/LOA copy issued to selected partner.
- ii. Submission/Declaration of applicable SD/BG amount against PO issued to selected partner/vendor.
- iii. Signed Agreement Copy
- iv. Original Invoice for the period/item claimed.
- v. TDS declaration.
- vi. Receipted Challan/ Consignment Note of all the consignments.
- vii. Manufacturer's Test / Inspection Certificate from end customer. (Not Applicable for Software Items)
- viii. Manufacturer's Warranty /Guarantee Certificate. (Not Applicable for Software Items)
- ix. Partners Certificate of Dispatch
- x. E-way bill
- xi. Insurance of the materials in favour of RailTel (Not Applicable for Software Items)
- xii. PAN, GST Registration Certificates
- xiii. Any other document mentioned in customers tender.

5.5 Payment will only be released once GSTR-1 and GST-3B is filed by the partner for claimed invoice.

5.6 The last bills shall be settled after end of the contract period after adjusting all outstanding dues.

5.7 No interest is payable on any amount whatsoever to the successful Partner.

5.8 Bill Passing Authority: TM/Bhubaneswar or RailTel's authorized representative

5.9 Bill Paying Authority: Finance Head/ER

## 6. SERVICE LEVEL AGREEMENT (SLA)

6.1 The selected partner will be required to adhere to the SLA matrix as defined in the end Customer organization tender/RFP for his scope of work and the SLA breach penalty will be applicable on the selected partner, as specified in the end Customer organization tender/RFP. The SLA scoring and penalty deduction mechanism for in-scope of work area shall be followed as specified in the tender. All associated clarifications, responses to queries, revisions, addendum and corrigendum, associated Prime Services Agreement (PSA)/ MSA/ SLA also included. 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 in terms of value based on its scope of work.

6.2 Penalty (full amount, which ever levied by Customer will be deducted at the time of payment.

## 7. Insurance

Projects should be covered under Contractors/Partners "All Risk Insurance" policy irrespective of the fact whether terms and conditions of the customers agreement/Tender requires the same or not.

The Insurance cover should be effective from the date of commencement of project till the project is handed over to the customer.

Responsibility of taking the Project insurance should be of Business Associates (BAs)/sub-contractors and RailTel shall be the beneficiary in the said policy.

The insurance policy shall remain live during entire period of the project execution till the project is handed over to the customer. The insurance policy shall cover the entire material purchased under the project including installation cost. In case terms and conditions of agreement with customers requires any additional insurance such as warranty period the compliance of the same should also be ensured.

The following insurance should be taken:

- a) Transit Insurance by the Supplier of the material.
- b) Contractors All Risk Insurance till PAC by the Business Associates (BAs) or Contractors who is responsible for Installation and commissioning.

The CSP 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 CSP or RailTel as per customer tender specified terms. The CSP 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. The risk of goods shall remain with CSP till the completion of contract. Claimant of insurance shall be in the name of RailTel Corporation of India Ltd and shall be kept valid till completion of contract.

7.1. INSURANCE OF MATERIALS: The Contractor shall take out and keep in force a Policy or policies of Insurance for all machine & materials including RailTel supply materials/equipment.

- (i) The Contractor should, however, insure the stores brought to HQ, site, against risks in consequence of war and invasion, as required under the Emergency Risk (Goods) Insurance Act on force from time to time.

(ii) It may be noted that the beneficiary of the insurance policy should be RailTel, or the policies should be pledged in favour of RailTel/Railway. The contractor shall keep the policy/policies current till the completion of the contract.

(iii) For the purpose of enabling the contractor to take the insurance cover in connection with this contract, the Executive Director or its representatives will advise the approximate price of all the RailTel supply materials to the Contractor.

#### **8. Liquidated Damages:**

RailTel will levy the liquidated damages imposed by customer to partner on value terms at the time of releasing of payment.

Note: Full amount of LD will be charged, which ever levied by customer on RailTel.

#### **9. Delivery & Inspection**

9.1. Delivery will be back to back as per RailTel's End Customer. Partner has to propose the delivery timelines which will be further proposed to RailTel's End Customer.

9.1 All the material should be made available for Inspection by RailTel nominated person/agency.

9.2 Partner will be custodian of all the material till installation and commissioning of system.

9.3 Charges for any 3rd party inspection should be under scope of Partner.

#### **10. PROVISIONAL ACCEPTANCE TESTING:**

10.1. Immediately after the completion of the work in all aspects, the Bidder shall certify and advise the purchaser in writing that the installation is complete, commissioned and ready for handing over to customer.

10.2. The tests will be conducted jointly by purchaser and Bidder as soon as possible after receipt of such advice of completion of the work from the Bidder. The test schedule shall be finalized mutually between the Bidder and RailTel. Any component/modules/sub-assemblies or equipment failing during the commissioning shall be replaced/repared free of cost by bidder.

10.3. Purchaser's Engineer shall issue a Provisional Acceptance Certificate (PAC) after successful Supply, installation, integration & commissioning covering all materials and services included in the Schedule of Requirements after the acceptance test as per the approved test procedure have been completed and the performance has been found to meet the specifications. RailTel's decision in this respect shall be final. The Provisional Acceptance Certificate (PAC) shall be signed by both the parties. The period of Comprehensive Maintenance shall commence from the date of issue of Provisional Acceptance Certificate (PAC).

#### **11. FINAL ACCEPTANCE TESTING:**

11.1. The final acceptance of the works shall take effect after "contract period validity as agreed by RailTel's end customer" of issue of Provisional Acceptance Certificates to, provided in any case that the Bidder has complied fully with his obligations in respect of each item under the contract

11.2. Notwithstanding the issue of Final Acceptance Certificate (FAC), the Bidder and the purchaser (subject to Sub Clause as above) shall remain liable for fulfillment of any obligation incurred under

the provision of the contract prior to the issue of Final Acceptance Certificate which remains unperformed at the time such certificate is issued and for determining the nature and extent of such obligation the contract shall be deemed to remain in force between the parties hereto.

## 12. INSPECTION

- 12.1 Pre-shipment / pre-dispatch inspection shall be carried out at manufacturers/supplier's premises by RailTel's authorized representative. Traveling, lodging & boarding expenses of RailTel's representative and charges for 3rd party inspection, if any, shall be borne by RailTel but necessary facilities to carry out tests/inspection shall be provided by the manufacturer/supplier free of cost.
- 12.2 Along with inspection call, the supplier/manufacturer shall submit details of test procedures, program, parameters together with permissible values, etc., and their Quality Assurance Plan.
- 12.3 In case material/equipment fails during inspection, the fresh lot of material shall be offered without any extra cost, by the manufacturer/supplier. In such a case, total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer's /supplier's account.

## 13. PARTNER'S PROFILE

The partner shall provide the information on the below table:

| SN  | ITEM                                                                                                                                                                                  | Details |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 1.  | Full name of Partner'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 partner'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 EOI                                                                  |         |
| 5.  | Name, designation and full address of the person dealing with the EOI to whom all reference shall be made regarding the EOI enquiry. His/her telephone, mobile, Fax and email address |         |
| 6.  | Bank Details (Bank Branch Name, IFSC Code, Account number)                                                                                                                            |         |
| 7.  | GST Registration number                                                                                                                                                               |         |
| 8.  | Whether owned by SC/ST                                                                                                                                                                |         |
| 9.  | Whether owned by Women entrepreneur                                                                                                                                                   |         |
| 10. | Whether MSME (attach Udyam Aadhaar certificate and Number)                                                                                                                            |         |

## 14. ELIGIBILITY CRITERIA FOR BUSINESS PARTNER OF RAILTEL

| SN       | Description                                                | Requirement                                                                                                                                     | Compliance                                                                                                                        |
|----------|------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| <b>A</b> | <b>General, Technical, Financial &amp; OEM Eligibility</b> |                                                                                                                                                 |                                                                                                                                   |
| 1        | General                                                    | Partner should be a Sole proprietorship/ Partnership/ LLP (Limited Liability partnership)/ limited company (Public/Private) registered in India | 1. Certificate of Incorporation/partnership deed/Start Up certificate/ Trade License (As applicable)<br>2. PAN, GSTIN Certificate |
| 2        | Financial (for both SORs)                                  | 1. Partner / Any Consortium member should have average annual financial                                                                         | Documentary Evidence Required                                                                                                     |

| SN | Description   | Requirement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Compliance                                                                                                                                                                                                                                             |
|----|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |               | <p>turnover during the last 3 years, ending 31st March of the previous financial year of at least 30% of the advertised value of the EOI (if advertised) or Quoted value against EOI.</p> <p>2. Sole partner/ All consortium members should also have a positive net worth &amp; be profitable in the last 3 financial years.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <p>Certificate of Turnover, Positive Net worth and Profitable from Chartered Accountant.</p> <p>Certificate should contain UDIN no. issued by ICAI.</p>                                                                                                |
| 3  | Technical - 1 | <p>The Partner must have completed similar nature of work during last 3 (Three) years ending Bid submission date as per following capacity</p> <p>1. One Similar work, each costing not less than the amount equal to 35% of the advertised value of the EOI (if advertised) or Quoted value against EOI.</p> <p>OR</p> <p>2. Two Similar works, each costing not less than the amount equal to 20% of the advertised value of the EOI (if advertised) or Quoted value against EOI.</p> <p>OR</p> <p>3. Three Similar works, each costing not less than the amount equal to 15% of the advertised value of the EOI (if advertised) or Quoted value against EOI.</p> <p>for any Central / State Government Organization / Public Sector Unit (PSU)/Large Enterprise in India.</p> <p>OR</p> <p>The partner should possess a proven track record in completion of Similar Products/Services of at least 50% of Scope of work (<b>No. of Servers</b>) through one order in last 7 years for any Central / State Government Organization / Public Sector Unit (PSU)/Large Enterprise in India.</p> <p><b>Similar Work means:</b> Execution &amp; maintenance of <b>Networking Projects / Data Centre Projects / ICT Project / IT or ITeS Projects</b> for any Central / State Government Organization / Public Sector Unit (PSU)/Large Enterprise in India.</p> <p><b>Large Enterprise means:</b> Company having turnover of more than 250 Crs in previous audited financial year.</p> | <p><b>Documentary Evidence Required:</b></p> <p>The bidder shall furnish</p> <p>Work order/ Purchase order / MOU</p> <p>along with</p> <p>Commissioning certificate / work completion certificate / Go-live certificate</p> <p>issued by customer.</p> |

| SN       | Description                | Requirement                                                                                                                                                                                                                                                        | Compliance |
|----------|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| <b>B</b> | <b>Annexures</b>           |                                                                                                                                                                                                                                                                    |            |
| i)       | Annexure 1                 | <b>Covering Letter:</b> Self-certification duly signed by authorized signatory on company letter head.                                                                                                                                                             |            |
| ii)      | Annexure 2                 | The Partner should agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted.<br><br>Self-certification duly signed by authorized signatory on company letter head.                                |            |
| iii)     | Annexure 3                 | An undertaking signed by the Authorized Signatory of the <b>Partner</b> to be provided on letter head. The Partner/any of the OEM should not have been blacklisted/debarred by any Governmental/ Non-Governmental Organization in India as on bid submission date. |            |
| iv)      | Annexure-4                 | Format for Affidavit to be uploaded by <b>Partner/Consortium</b> with the EOI Response documents.                                                                                                                                                                  |            |
| v)       | Annexure-5                 | Non-disclosure agreement by <b>Partner/Consortium</b> with RailTel.                                                                                                                                                                                                |            |
| vi)      | Annexure-6                 | Checklist of Documents                                                                                                                                                                                                                                             |            |
| vii)     | Annexure-7                 | MAF Format (if Applicable)                                                                                                                                                                                                                                         |            |
| viii)    | Annexure-8                 | Technical Proposal Document                                                                                                                                                                                                                                        |            |
| ix)      | Annexure-9                 | CONSORTIUM AGREEMENT /MEMORANDUM OF AGREEMENT                                                                                                                                                                                                                      |            |
| x)       | Annexure-10                | Undertaking of Service Level Compliance                                                                                                                                                                                                                            |            |
| xi)      | Annexure-11                | Statement of No Deviation Declaration                                                                                                                                                                                                                              |            |
| xii)     | Annexure-12                | Commercial Proposal Document                                                                                                                                                                                                                                       |            |
| xiii)    | Annexure-13                | Undertaking on Exit Management and Transition                                                                                                                                                                                                                      |            |
| xiv)     | Annexure-14                | Declaration – Exclusivity of Participation                                                                                                                                                                                                                         |            |
| xv)      | Annexure-15                | Integrity Pact Program & Proforma                                                                                                                                                                                                                                  |            |
| xvi)     | Annexure -16               | PROFORMA FOR PERFORMANCE BANK GUARANTEE                                                                                                                                                                                                                            |            |
| xvii)    | Annexure – 17              | Contract Agreement                                                                                                                                                                                                                                                 |            |
| xviii)   | Annexure – 18              | Standing Indemnity Bond                                                                                                                                                                                                                                            |            |
| xix)     | Annexure – 19              | Land Border Certificate                                                                                                                                                                                                                                            |            |
| xx)      | Annexure – 20              | Specification of Documents                                                                                                                                                                                                                                         |            |
| <b>D</b> | <b>Other Documents</b>     |                                                                                                                                                                                                                                                                    |            |
| i)       | Power of Attorney          | Power of Attorney and Board Resolution in favour of one of its employees who will sign the Bid Documents.                                                                                                                                                          |            |
| ii)      | BA empanelment letter & BG | Empanelment letter issued by RailTel and valid BG copy till bid opening date / Proof of Payment of empanelment fee & mail sent to RailTel CO.                                                                                                                      |            |

| SN   | Description                          | Requirement                                                                                                                                                                                                                                                                                                                                                | Compliance |
|------|--------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| iii) | Additional Documents to be Submitted | Technical Proposal with overview of the project: <ul style="list-style-type: none"> <li>• Partner's Understanding of the Project &amp; Scope of Work</li> <li>• Solution Architecture &amp; Design (IT)</li> <li>• Approach &amp; Methodology</li> <li>• Project Plan &amp; Project Team's Experience</li> <li>• Operation and Maintenance Plan</li> </ul> |            |
| iiv) | Integrity Pact                       | PROFORMA FOR "SIGNING THE INTEGRITY PACT" (If bid value is above 15 Crore)                                                                                                                                                                                                                                                                                 |            |
| v)   | OEM Documents                        | 1. MAF as per Annexure 7 (if applicable)<br>2. Compliance of Specification as given in Annexure 20 (in OEM Letterhead – if applicable)                                                                                                                                                                                                                     |            |

## 15. FAILURE AND TERMINATION

15.1 Failure and Termination: If the Contractor fails to deliver the supply and services or any instalment thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period the Purchaser may without prejudice to his other rights:

- 15.1.1 Recover from the Contractor as agreed liquidated damages and not by way of penalty a sum equivalent to Half per cent of the price of any stores (including elements of taxes, duties, freight, etc.) which the Contractor has failed to deliver within the period fixed for delivery in the contract or as extended for each week or part of a week during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period The upper limit for recovery of liquidated damages will be 10% (Ten Percent) of Total contract value provided in the contract or
- 15.1.2 Cancel the contract or a portion thereof and forfeit the security deposit and encash performance bank guarantee. or
- 15.1.3 Cancel the contract or a portion thereof and if so desired purchase or authorize the purchase of the stores not so delivered or others of a similar description (where stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall be final, readily procurable) at the risk and cost of the contractor.

It shall, however, be in the discretion of the Purchaser to collect or not the security deposit from the firm/firms on whom the contract is placed at the risk and expense of the defaulted firm.

Where action is taken under sub-clause (15.1.2) above, the contractor shall be liable for any loss which the purchaser may sustain on the account provided the purchase, or if there is an agreement to purchase, such agreement is made, in case of failure to deliver the stores within the period fixed for such delivery in the contract or extended within Nine months from the date of such failure and in case of repudiation of the contract before the expiry of the aforesaid period of delivery, within Nine months from the date of cancellation of the contract. The contractor shall not be entitled to any gain on such purchase and the manner and method of such purchase shall be in the entire discretion of the purchaser.

It shall not be necessary for the purchaser to serve a notice of such purchase to the contractor.

- 15.2 Termination for Default: The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Tenderer, terminate this contract in whole or in part.

15.2.1 If the tenderer fails to deliver any or all of the goods within the time period(s) specified in the contract.

15.2.2 If the tenderer fails to perform any other obligation(s) under the contract; and

15.2.3 If the tenderer, 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.

15.2.4 In case of any of the above circumstances the RailTel shall pay the supplier for all products and services delivered till point of termination as per terms and conditions of the contract.

However, any recovery and losses occurred to RailTel will be recovered from Contractor up to the value of contract.

15.2.5 If 10% or more equipment found to be failed frequently again and again, the bidder may be barred for participating in the tender for a period of two years besides the above penalties to be imposed. RailTel keeps the right to terminate the contract in case of poor performance of quality and reliability of product supplied.

## 16. INDEMNITY BY CONTRACTOR:

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

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

b) The failure by the CSP to fulfill any covenant or condition contained in this contract by any employee or agent of the Bidder. Against all losses or damages arising from claims by third Parties that any Deliverables (or the access, use or other rights thereto), created by CSP pursuant to this contract, or any equipment, software, information, methods of operation or other intellectual property created by CSP pursuant to this contract, or the SLAs (i) infringes a copyright, trade mark, trade design enforceable in India, (ii) infringes a patent issues in India, or (iii) constitutes misappropriation or unlawful disclosure or used of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); or

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

d) Claim filed by a workman or employee engaged by the CSP for carrying out work related to this agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be

made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred

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

16.3 Indemnity bond of proportionate amount to be submitted by contractor.

17. Materials supplied by RailTel will be supplied at customer designated store. Transportation of this material to site for installation shall be the responsibility of contractor.

18. VARIATION IN QUANTITY: RailTel reserves the right to reduce or increase the quantity of any item as mentioned in the BoM/BoQ back-to-back as per requirement of End Customer.

19. Purchase Preference to bidders under make in India Policy: The provisions of the revised "Public Procurement (Preference to Make in India) Order 2017" dated. 15.06.2017 & dated 16.09.2020 (or subsequent revisions, if any till opening of tender) by Department of Promotion of Industry and Internal Trade (DPIIT), GoI shall apply to this EOI.

20. FORCE MAJEURE CLAUSE: On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by RailTel in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract before such termination.

Notwithstanding the remedial provisions contained in GCC-clause 22 or 29, none of the Party shall seek any such remedies or damages for the delay and/ or failure of the other Party in fulfilling its obligations under the contract if it is the result of an event of Force Majeure.

## 21. RESOLUTION OF DISPUTES:

### 21.1 Disputes and Excepted Matters

All disputes and differences between the parties hereto, as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question; or any other account whatsoever, but excluding the Excepted Matters (detailed below); arising out of or in connection with the contract, within twenty one (21) days from aggrieved Party notifying the other Party of such matters; whether before or after the completion/ termination of the contract, that cannot be resolved amicably between the Procurement Officer and the contractor within twenty one (21) days from aggrieved Party notifying the other Party of such matters, shall be hereinafter called the "Dispute". The aggrieved party shall give a 'Notice of Dispute' indicating the Dispute and claims citing relevant Contractual clause to the designated authority and requesting for invoking the following dispute resolution mechanisms. The Dispute shall be resolved without recourse to courts through dispute resolution mechanisms detailed subsequently, in the sequence as mentioned below, and the next mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to resolve it within the deadline mentioned therein.

- 1.1.1 Adjudication
- 1.1.2 Conciliation
- 1.1.3 Arbitration

## 21.2 Excepted Matters

Matters for which provision has been made in any Clause of the contract shall be deemed as 'excepted matters' (matters not disputable/ arbitrable), and decisions of RailTel, thereon shall be final and binding on the contractor. The 'excepted matters' shall stand expressly excluded from the purview of the sub-clauses below, including Arbitration. However, where RailTel has raised the dispute, this sub-clause shall not apply. Unless otherwise stipulated in the contract, excepted matters shall include but not limited to:

- 21.2.1 any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract ("Third Party Claim"), including, but not limited to, a Party's right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim.
- 21.2.2 Issues related to the pre-award tender process or conditions
- 21.2.3 Issues related to ambiguity in contract terms shall not be taken up after a contract has been signed. All such issues should be highlighted before the signing of the contract by the contractor.
- 21.2.4 Provisions incorporated in the contract, which are beyond the purview of RailTel or are in pursuance of policies of Government, including but not limited to:
  - 21.2.4.1 Provisions of restrictions regarding local content and Purchase Preference to Local suppliers in terms of Make in India policy of the Government;
  - 21.2.4.2 Provisions regarding restrictions on Entities from Countries having land- borders with India in terms of the Government's policies in this regard;
  - 21.2.4.3 Purchase preference policies regarding MSEs and Start-ups.

## 21.3 Adjudication

After exhausting efforts to resolve the Dispute with the Purchasing Officer executing the contract on behalf of RailTel, the contractor shall give a 'Notice of Adjudication' specifying the matters which are in question, or subject of the dispute or difference indicating the relevant contractual clause, as also the amount of claim item-wise to Head of Procurement or any other authority mentioned in the contract (hereinafter called the "Adjudicator") for invoking resolution of the dispute through Adjudication. During his adjudication, the Adjudicator shall give adequate opportunity to the contractor to present his case. Within 60 days after receiving the representation, the Adjudicator shall make and notify decisions in writing on all matters referred to him. The parties shall not initiate, during the adjudication proceedings, any conciliation or arbitral or judicial proceedings in respect of a dispute that is the subject matter of the adjudication proceedings. If not satisfied by the decision in adjudication, or if the adjudicator fails to notify his decision within the abovementioned time-frame, the contractor may proceed to invoke the process of Conciliation as follows.

## 21.4 Conciliation of disputes

- 21.4.1 Any party may invoke Conciliation by submitting "Notice of Conciliation" to the Head of the RailTel Corporation of India Ltd. Since conciliation is a voluntary process, within 30 days of receipt of "Notice of Conciliation", the Head of the RailTel

Corporation of India Ltd shall notify a sole Conciliator if the other party is agreeable to enter Conciliation. If the other party is not agreeable to Conciliation, the aggrieved party may invoke Arbitration.

21.4.2 The Conciliator shall proactively assist the parties to reach an amicable settlement independently and impartially within the terms of the contract, within 60 days from the date of appointment of the Conciliator.

21.4.3 If the parties reach an agreement on a dispute settlement, they shall draw up a written settlement agreement duly signed by the parties and conciliator. When the parties sign the settlement agreement, it shall be final and binding on the parties. The dispute shall be treated as resolved on the date of such agreement.

21.4.4 The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.

21.4.5 Termination of Conciliation: Disputes shall remain alive if the conciliation is terminated as follows:

21.4.5.1 By written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of such declaration; or

21.4.5.2 By a written declaration of any party to the conciliator to the effect that the conciliation proceedings are terminated, on the date of such declaration; or

21.4.5.3 If the parties fail to reach an agreement on a settlement of the dispute, within 60 days of the appointment of Conciliator

21.4.6 On termination of Conciliation, if the dispute is still alive, the aggrieved party shall be free to invoke Arbitration.

## 21.5 Arbitration Agreement

21.5.1 This Arbitration Agreement (hereinafter referred to as this "Agreement") relating to this Contract (hereinafter called the "Main Agreement" for this agreement) is made under the provisions of The Arbitration and Conciliation Act, 1996 as amended from time to time and the rules thereunder (hereinafter called The Arbitration Act). This Agreement shall continue to survive termination, completion, or closure of the Main Agreement for 120 days after that.

21.5.2 Subject to aforesaid provisions, relevant clauses of the contract shall apply to the appointment of arbitrators and arbitration proceedings under this Agreement.

21.5.3 The Micro, Small and Medium Enterprises Development (MSMED) Act, 2006 provides parties to a dispute (where one of the parties is a Micro or Small Enterprise) to be referred to Micro and Small Enterprises Facilitation Council if the dispute is regarding any amount due under Section 17 of the MSMED Act, 2006. If a Micro or Small Enterprise, being a party to dispute, refers to the provisions in MSMED Act 2006, these provisions shall prevail over this Agreement.

## 21.6 Notice for Arbitration

21.6.1 Authority to Appoint Arbitrator(s): For this Arbitration Agreement 'The Appointing Authority', to appoint the arbitrator shall be Head of the RailTel Corporation of India Ltd named in the contract and includes if there be no such authority, the

officer who is for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.

21.6.2 In the event of any dispute as per GCC-clause 28.1 above, if the Adjudicator fails to decide within 60 days (as referred in GCC-clause 28.3 above), or the Conciliation is terminated (as referred in sub-clause 28.4 above) then, parties to the contract, after 60 days but within 120 days of 'Notice of Dispute' (clause 28.1 above) shall request the Appointing Authority through a "Notice for Arbitration" in writing requesting that the dispute or difference be referred to arbitration.

21.6.3 The "Notice for arbitration" shall specify the matters in question or subject of the dispute or difference indicating the relevant contractual clause, as well as the amount of claim item-wise.

## 21.7 Reference to Arbitration

After appointing Arbitrator(s), the Appointing Authority shall refer the Dispute to them. Only such dispute or difference shall be referred to arbitration regarding which the demand has been made, together with counterclaims or set off. Other matters shall be beyond the jurisdiction of Arbitrator(s)

## 21.8 Appointment of Arbitrator

### 21.8.1 Qualification of Arbitrators:

21.8.1.1 In the case of retired officers of The RailTel Corporation of India Ltd, he shall have retired in the rank of Senior administrative grade (or equivalent) and shall have retired at least 1 years prior and must not be over 70 years of age on the date of Notice for arbitration.

21.8.1.2 He/ they shall not have had an opportunity to deal with the matters to which the contract relates or who, in the course of his/ their duties as officers of the RailTel Corporation of India Ltd, expressed views on any or all of the matters under dispute or differences. A certification to this effect shall be taken from Arbitrators. The proceedings of the Arbitral tribunal or the award made by such Tribunal shall, however, not be invalid merely for the reason that one or more arbitrators had in the course of his service, an opportunity to deal with the matters to which the contract relates or who in the course of his/ their duties expressed views on all or any of the matters under dispute.

21.8.1.3 An Arbitrator may be appointed notwithstanding the total no. of arbitration cases in which he has been appointed in the past.

21.8.1.4 Not be other than the person appointed by The Appointing Authority and that if for any reason that is not possible, the matter shall not be referred to arbitration at all.

## 21.9 Replacement of Arbitrators

If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or in the event of the arbitrator dying, neglecting/ unable or unwilling or refusing to act for any reason, or his award being set aside by the court for any reason, or in the opinion of The Appointing Authority fails to act without undue delay, the Appointing Authority shall appoint new arbitrator/ arbitrators to act in his/ their place in the same manner in which the earlier arbitrator/ arbitrators had been appointed. Such a re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

## 21.10 Appointment of Arbitrator

- 21.10.1 In cases where the total value of all claims in question added together does not exceed Rs 50,00,000/- (Rupees Fifty Lakh only), the Arbitral Tribunal shall consist of sole Arbitrator. For this purpose, The Appointing Authority shall send to the contractor, within 60 days from the day of receipt of a written and valid notice for arbitration, a panel of at least four (4) names of retired officers, duly indicating their retirement dates.
- 21.10.2 The contractor shall be asked to nominate at least two names out of the panel for appointment as his nominee within 30 days from the dispatch date of the request by The Appointing Authority. The Appointing Authority shall appoint at least one out of them as the sole arbitrator within 30 days from the receipt of the names of the contractor's nominees.
- 21.10.3 In cases where the total value of all claims in question added together exceeds Rs 50,00,000/- (Rupees Fifty Lakh only), the Arbitral Tribunal shall consist of three (3) retired Officers of the RailTel Corporation of India Ltd. For this purpose, The Appointing Authority shall send a panel of at least four (4) names of such Officer(s) empaneled to work as Arbitrators duly indicating their retirement date to the contractor within 60 days from the day when a written and The Appointing Authority receives valid demand for arbitration.
- 21.10.4 The contractor shall be asked to nominate at least 2 names out of the panel for appointment as his nominee within 30 days from the dispatch date of the request by The Appointing Authority. The Appointing Authority shall appoint at least one out of them as the contractor's nominee. It shall also simultaneously appoint the balance number of arbitrators either from the panel or outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed, within 30 days from the receipt of the names of Contractor's nominees.
- 21.10.5 If the contractor does not suggest his nominees for the arbitral tribunal within the prescribed timeframe, The Appointing Authority shall proceed for appointment of the arbitral tribunal within 30 days of the expiry of such time provided to the contractor.

## 21.11 Failure to appoint Arbitrators.

If The Appointing Authority fails to appoint an arbitrator within 60 (sixty) days, then subject to the survival of this Arbitration Agreement, in international commercial arbitration, the Supreme Court of India shall designate the arbitral institution for the appointment of arbitrators. In case of national arbitrations, the High Court shall designate arbitral institutions. The Arbitration Council of India must have graded these arbitration institutions. These arbitral institutions must complete the selection process within thirty days of accepting the request for the arbitrator's appointment.

## 21.12 Arbitral Procedure

- 21.12.1 Effective Date of Entering Reference: The arbitral tribunal shall be deemed to have entered the reference on the date on which the arbitrator(s) have received notice of their appointment. All subsequent time limits shall be counted from such date.
- 21.12.2 Seat and Venue of Arbitration: The seat of arbitration shall be the place from which

the Purchase Order or the contract is issued. The venue of arbitration shall be the same as the seat of arbitration. However, in terms of section 20 of The Arbitration Act, the arbitrator, at his discretion, may determine a venue other than the seat of the arbitration without in any way affecting the legal jurisdictional issues linked to the seat of the arbitration.

- 21.12.3 If the Adjudication and/ or Conciliation mechanisms had not been exhausted before such reference to Arbitration, the Arbitrator should ask the aggrieved party to approach designated authority for such mechanisms before the Arbitration proceedings are started.
- 21.12.4 The claimant shall submit to the Arbitrator(s) with copies to the respondent his claims stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within 30 days from the date of appointment of the Arbitral Tribunal unless otherwise extension has been granted by Arbitral Tribunal.
- 21.12.5 On receipt of such claims, the respondent shall submit its defence statement and counter claim(s), if any, within 60 days of receipt of the copy of claims, unless otherwise extension has been granted by Arbitral Tribunal.
- 21.12.6 No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during arbitration proceedings subject to acceptance by the Tribunal having due regard to the delay in making it.
- 21.12.7 Statement of claims, counterclaims and defence shall be completed within six months from the effective reference date.
- 21.12.8 Oral arguments to be held on a day-to-day basis: Oral arguments as far as possible shall be heard by the arbitral tribunal on a day-to-day basis, and no adjournments shall be granted without sufficient cause. The arbitrator(s) may impose an exemplary cost on the party seeking adjournment without sufficient cause.
- 21.12.9 Award within 12 (twelve) months: The arbitral tribunal is statutorily bound to deliver an award within 12 (twelve) months from the date when the arbitral tribunal enters reference. The award can be delayed by a maximum of six months only under exceptional circumstances where all parties consent to such extension of time. The court's approval shall be required for further extension if the award is not made out within such an extended period. During the period of an application for extension of time is awaiting before the court, the arbitrator's proceedings shall continue until the disposal of the application.

### 21.13 Fast Track Procedure

The parties to arbitration may choose to opt for a fast-track procedure either before or after the commencement of the arbitration. The award in fast-track arbitration is to be made out within six months, and the arbitral tribunal shall be entitled to additional fees. The salient features of the fast-track arbitration are:

- 21.13.1 The dispute is to be decided based on written pleadings only.
- 21.13.2 Arbitral Tribunal shall have the power to call for clarifications in addition to the written pleadings where it deems necessary.
- 21.13.3 An oral hearing may be held only if all the parties request or the arbitral tribunal considers it necessary.

21.13.4 The parties are free to decide the fees of the arbitrator(s) for fast-track procedure.

#### 21.14 Powers of Arbitral Tribunal to grant Interim Relief

The parties to arbitration may approach the arbitral tribunal for seeking interim relief on the grounds available under section 9 of the act. The tribunal has the powers of a court while making interim awards in the proceedings before it.

#### 21.15 Confidentiality

As provided in Section 42A of The Arbitration Act, all the details and particulars of the arbitration proceedings shall be kept confidential, except in certain situations like if the disclosure is necessary for the implementation or execution of the arbitral award.

#### 21.16 Obligation During Pendency of Arbitration

Performance of the contract shall, unless otherwise directed by RailTel, continue during the arbitration proceedings, and no payment due or payable by RailTel shall be withheld on account of such proceedings, provided; however, it shall be open for Arbitral Tribunal to consider and decide whether or not the performance of the contract or payment therein should continue during arbitration proceedings.

#### 21.17 The Arbitral Award

21.17.1 In the case of the Tribunal, comprising of three members, any ruling on award shall be made by a majority of members of the Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

21.17.2 The arbitral award shall state item-wise the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award can be inferred from it.

21.17.3 It is further a term of this arbitration agreement that where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made in terms of Section 31 (7) (a) of The Arbitration Act.

21.17.4 The award of the arbitrator shall be final and binding on the parties to this contract.

21.17.5 A party may apply for corrections of any computational errors, typographical or clerical errors, or any other error of similar nature occurring in the award or interpretation of a specific point of the award to the Tribunal within 60 days of receipt of the award.

21.17.6 A party may apply to the Tribunal within 60 days of receiving the award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

#### 21.18 Savings

The Arbitral Tribunal shall decide any matter related to Arbitration not covered under this Arbitration Agreement as per the provisions of The Arbitration Act.

**21.19 Cost of Arbitration and fees of the Arbitrator(s)**

- 21.19.1 The concerned parties shall bear the cost of arbitration in terms of section 31 (A) of The Arbitration Act. The cost shall inter-alia include fees of the Arbitrator. Further, the fees payable to the Arbitrator shall be governed by instructions issued on the subject by RailTel and/ or the Government from time to time, in line with the Arbitration and Conciliation Act, irrespective of the fact whether the Arbitrator is appointed by RailTel or the Government under this clause or by any court of law unless directed explicitly by Hon'ble court otherwise on the matter. A sole arbitrator shall be entitled to a 25% extra fee over such a prescribed fee.
- 21.19.2 The arbitrator shall be entitled to a 50 percent extra fee if the award is made within 6 months in terms of provisions contained in section 29(A) (2) of The Arbitration Act.
- 21.19.3 Besides the above, Arbitrator shall also be entitled to this extra fee in cases where Fast Track Procedure in terms of section 29 (B) of The Arbitration Act is followed.

**22. APPLICABLE LAW:** The work orders will be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. Any default in the terms and conditions of the EOI by the bidder will lead to rejection of bid/work order and forfeiture of EMD/Security Deposit & Performance Guarantee Amount.

**23. INTELLECTUAL PROPERTY RIGHTS:** The Selected Partner will indemnify RAILTEL of any infringement of third-party rights be they under the Patents Act or the IPR.

**24. Eligibility of bidders from specified countries**

24.1 Orders issued by the Government of India restricting procurement from bidders from certain countries that share a land border with India shall apply to this EOI.

- 1) Any bidder (as defined in GCC-clause 2.5) from a country that shares a land border with India, excluding countries as listed on the website of the Ministry of External Affairs, to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (hereinafter called 'Restricted Countries') shall be eligible to bid in this tender only if Bidder is registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Bidders shall enclose the certificate in this regard in Form 1.2.
- 2) In Bids for Turnkey contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from such Restricted Countries unless such contractor is similarly registered. In such cases, the bidders shall enclose the certificate in Form 1.2.
- 3) If Bidder has proposed to sub-contract Services or incidental Goods directly/ indirectly from the vendors from such countries, such vendor shall be required to be registered with the Competent Authority. However, if Bidder procures raw material, components, and sub-assemblies from such countries' vendors, such vendors shall not require registration.
- 4) "Bidder from such Restricted Countries" means :-
  - a. An entity incorporated, established, or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established, or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established, or registered in such a country; or

- d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity. Agent is a person employed to do any act for another, or to represent another in dealings with third persons.; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium/ joint venture where any member falls under any of the above
- 5) The beneficial owner shall mean:
- a. In a company or Limited Liability Partnership, the beneficial owner is the natural person(s). Whether acting alone or together or through one or more juridical persons, controlling ownership interest or exercises control through other means.
- Explanation-*
- i. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of the company's shares or capital or profits.
  - ii. "Control" shall include the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements;
- b. In the case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together or through one or more juridical persons, has ownership of entitlement to more than fifteen percent of capital or profits.
  - c. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
  - d. Where no natural person is identified under 5 (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
  - e. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

## 25. EXIT MANAGEMENT

### 25.1 Exit Management Purpose

- a) This clause sets out the provision, which will apply during Exit Management period. The parties shall ensure that their respective associated entities carry out their respective obligation set out in this Exit Management Clause.
- b) The exit management period starts, in case of expiry of contract, at least 03 months prior to the date when the contract comes to an end or in case of termination contract, on the date when the notice of termination is sent to the CSP. The exit management period ends on the date agreed upon by RailTel or Three (03) months after the beginning of the exit management period, whichever is earlier.

- 25.2 Confidential Information, Security and Data: CSP will promptly, on the commencement of the exit management period, supply to RailTel or its nominated agencies the following (if asked by RailTel in writing):
- a) Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to the project, project's customized source code (if any); any other data and confidential information created as part of or is related to this contract;
  - b) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RailTel and its nominated agencies, or its replacing vendor to carry out due diligence in order to transition the provision of the services to RailTel or its nominated agencies, or its replacing vendor (as the case may be).
- 25.3 Employees : Promptly on reasonable request at any time during the exit management period, the CSP shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide RailTel a list of all employees (with job titles and communication address), dedicated to providing the services at the commencement of the exit management period; To the extent that any Transfer Regulation does not apply to any employee of the CSP, RailTel or the replacing vendor may make an offer of contract for services to such employees of the CSP and the CSP shall not enforce or impose any contractual provision that would prevent any such employee from being hired by RailTel or any replacing vendor.
- 25.4 Rights of Access to Information: Besides during the contract period, during the exit management period also, if asked by RailTel in writing, the CSP shall be obliged to provide an access of information to RailTel and / or any Replacing Vendor in order to make an inventory of the Assets (including hardware / software / active / passive), documentations, manuals, catalogues, archive data, Live data, policy documents or any other related material.

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**Annexure 1: Format for OFFER LETTER**

OFFER LETTER (To be on company letter head)

Eol Reference No:

Date:

To,  
The Principle Executive Director  
RailTel Corporation of India Ltd. 19th Floor, Aurora  
Waterfront, opposite NALBAN, Sector V, Bidhannagar,  
Kolkata, West Bengal 700091

Dear Sir,

SUB: Participation in the Eol process

Having examined the Invitation for Eol 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 Invitation for Eol document.

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

We hereby declare that all the information and supporting documents furnished as a part of our response to the said Invitation for Eol 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 Eol is liable to be rejected.

We hereby Submit EMD amount of Rs. \_\_\_\_\_ issued vide \_\_\_\_\_ from Bank \_\_\_\_\_.

Authorized Signatory  
Name  
Designation

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**Annexure 2: Format for Self-Certificate & Undertaking**

Self-Certificate (To be on company letter head)

Eoi Reference No:

Date:

To,

The Principal Executive Director  
RailTel Corporation of India Ltd. 19th Floor, Aurora  
Waterfront, opposite NALBAN, Sector V,  
Bidhannagar, Kolkata, West Bengal 700091

Dear Sir,

**Sub: Self Certificate for Tender, Technical & other compliances**

- 1) Having examined the technical specifications mentioned in this EOI & end customer tender, we hereby confirm that we meet all specification.
- 2) We\_\_\_\_\_agree to abide by all the technical, commercial & financial conditions of the end customer tender 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 sole partner after the receipt of corresponding payment from end customer by RailTel. Further we understand that in case we fail 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 partner.
- 3) We agree to abide by all the technical, commercial & financial conditions of the end customer's tender for the agreed scope of work for which this EOI is submitted.
- 4) We hereby agree to comply with all OEM technical & Financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's tender. We are hereby enclosing the arrangement of OEMs against each of the BOQ item quoted as mentioned end customer's tender. We also undertake to submit MAF and other documents required in the end Customer organization tender in favour of RailTel against the proposed products.
- 5) 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.
- 6) We hereby undertake to work with RailTel as per end customer's tender terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Criteria as required in the end customer's tender terms and conditions like technical certificates, OEM compliance documents.
- 7) We understand and agree that RailTel is intending to select CSP who is willing to accept all terms

&conditions of end customer organization's tender for the agreed scope of work. RailTel will strategies to retain scope of work where RailTel has competence.

- 8) We hereby agree to submit that in case of being selected by RailTel as sole partner/ consortium 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 well before the bid submission date by end customer and as and when required.
- 9) We hereby undertake to sign Agreement and Non-Disclosure Agreement with RailTel on a non-judicial stamp paper of Rs. 100/- in the prescribed Format.
- 10) Deleted

Authorized

SignatoryName

& Designation

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**Annexure 3: Undertaking for not Being Blacklisted/Debarred**

<On Company Letter Head>

To,

The Principle Executive Director  
RailTel Corporation of India Ltd. 19th Floor, Aurora  
Waterfront, opposite NALBAN, Sector V, Bidhannagar,  
Kolkata, West Bengal 700091

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:

Partner's Company Seal:

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**Annexure 4: Format of Affidavit**

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY SOLE PARTNER/ ALL CONSORTIUM PARTNERS  
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 partner) \*\***

I..... (Name and designation)\*\* appointed as the attorney/authorized signatory of the partner (including its constituents),

M/s (hereinafter called the partner) 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 BA including its constituents as under:

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

VERIFICATION

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

DEPONENT

Place: Dated:

SEAL AND SIGNATURE  
OF THE PARTNER

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

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RAILTEL

**Annexure-5: Non-Disclosure Agreement (NDA) Format****NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (this "**Agreement**") is made and entered into on this \_\_\_\_ day of \_\_\_\_, 2024 (the "**Effective Date**") at \_\_\_\_\_.

By and between

**RailTel Corporation of India Limited, (CIN: L64202DL2000GOI107905)**, a Public Sector Undertaking under Ministry of Railways, Govt. of India, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower -2, East Kidwai Nagar, New Delhi-110023, (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. UNPULISHED PRICE SENSITIVE INFORMATION (UPSI)**

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

**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: CHECKLIST

| S. No. | Document                                                                                                                        | Submitted/<br>Complied or<br>Not | Page No./<br>Ref. No.<br>of offer |
|--------|---------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-----------------------------------|
| 1      | Offer Letter <b>(Mandatory)</b>                                                                                                 |                                  |                                   |
| 2      | Self-Certificate for Tender, Technical & other compliances <b>(Mandatory)</b>                                                   |                                  |                                   |
| 3      | Undertaking for not Being Blacklisted/Debarred <b>(Mandatory)</b>                                                               |                                  |                                   |
| 4      | Notarized Affidavit <b>(Mandatory)</b>                                                                                          |                                  |                                   |
| 5      | Non-Disclosure Agreement                                                                                                        |                                  |                                   |
| 6      | MAF/ MOU                                                                                                                        |                                  |                                   |
| 7      | Technical Proposal Document                                                                                                     |                                  |                                   |
| 8      | Consortium Agreement (If Applicable)                                                                                            |                                  |                                   |
| 9      | Undertaking of Service Level Compliance                                                                                         |                                  |                                   |
| 10     | Statement of No Deviation from Requirement Specifications                                                                       |                                  |                                   |
| 11     | Commercial Proposal Document                                                                                                    |                                  |                                   |
| 12     | Price Bid (In Excel Format downloaded from eNivida Portal <b>(Mandatory)</b> )                                                  |                                  |                                   |
| 13     | Undertaking on Exit Management and Transition                                                                                   |                                  |                                   |
| 14     | Integrity Pact                                                                                                                  |                                  |                                   |
| 15     | Standing Indemnity Bond                                                                                                         |                                  |                                   |
| 16     | Land Border Certificate                                                                                                         |                                  |                                   |
| 17     | Power of Attorney/ Authorization <b>(Mandatory)</b>                                                                             |                                  |                                   |
| 18     | Complete EOI document duly signed & stamped as a token of acceptance                                                            |                                  |                                   |
| 19     | Earnest Money Deposit (EMD) to be submitted online on eNivida Portal <b>(Mandatory)</b>                                         |                                  |                                   |
| 20     | Cost of EOI Document to be submitted online on eNivida Portal <b>(Mandatory)</b>                                                |                                  |                                   |
| 21     | <b>Offline Submission</b> of Power of Attorney/ Authorization, Notarized Affidavit & 2 copies Integrity Pact <b>(Mandatory)</b> |                                  |                                   |
| 22     | CA Certificates/ Audited balance sheets in support of financial eligibility criteria <b>(Mandatory)</b>                         |                                  |                                   |
| 23     | Experience Certificates/Completion Certificates in support of technical eligibility criteria <b>(Mandatory)</b>                 |                                  |                                   |
| 24     | Supporting Documents under make in India Policy (if applicable)                                                                 |                                  |                                   |
| 25     | Any other relevant document, not listed above                                                                                   |                                  |                                   |

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**Annexure-7: MAF/ MOU and other Documents**

Dated: DD/MM/YYYY

To,  
The Principal Executive Director  
RailTel Corporation of India Ltd. 19th Floor,  
Aurora Waterfront, opposite NALBAN, Sector V,  
Bidhannagar, Kolkata, West Bengal 700091

Reference: EOI Number RAILTEL/ER/MKT/EOI/2024-25/XXX dtd. XX-01-2025

**Subject:** EOI Name \_\_\_\_-.

Sir,

We \_\_\_\_\_, (name and address of the manufacturer) who are established and reputed manufacturers of \_\_\_\_\_ having factories at \_\_\_\_\_ (addresses of manufacturing locations) do hereby authorize M/s \_\_\_\_\_ (name and address of the Bidder) to bid, negotiate and conclude the contract with you against the above-mentioned tender for the above equipment manufactured by us.

Yours faithfully,

For and on behalf of M/s \_\_\_\_\_ (Name of the manufacturer)

Seal &amp; Signature of OEM \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Designation : \_\_\_\_\_ Date: \_\_\_\_\_

**Note:** This letter of authority should be on the letterhead of all the hardware manufacturer (OEM) and should be signed by the person (from OEM Side) competent and having the power of attorney to bind the manufacturer.

~~## Partner shall also arrange other OEM Authorisations/Documents as required in CoR Tender.~~

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RAILTEL

**Annexure 8 - Technical Proposal Document****(On the Partner's Letterhead)****Tender Ref. No.:****Date:**

To,

The Principal Executive Director  
RailTel Corporation of India Ltd. 19th Floor,  
Aurora Waterfront, opposite NALBAN, Sector V,  
Bidhannagar, Kolkata, West Bengal 700091

**Subject: Submission of Technical Proposal**

Dear Sir/Madam,

We, the undersigned, express our commitment to provide Systems Implementation solutions to RailTel Corporation of India Limited in response to your Request for Proposal dated [insert date] and our Proposal. Our submission comprises this Technical Bid and the Financial Bid, submitted separately.

We affirm that all information and statements in this Technical Bid are accurate, and we acknowledge that any misrepresentation may result in our disqualification.

If our Proposal is accepted, we commit to initiating the Implementation services related to the assignment no later than the date indicated in the Data sheet.

We agree to adhere to all the terms and conditions outlined in the tender document and confirm that the validity of our bid extends for 60 days, as specified in the tender document.

Furthermore, we declare that we are not insolvent, in receivership, bankrupt, or undergoing winding up. Our affairs are not administered by a court or a judicial officer, our business activities have not been suspended, and we are not subject to legal proceedings for any of the aforementioned reasons.

We acknowledge that RailTel Corporation of India Limited is not obligated to accept any Proposal received.

Yours sincerely,

(Seal &amp; Signature of the Authorized signatory of the Partner)

**Name:****Designation:****Place:****Date:**

रेलटेल  
RAILTEL

**Annexure-9: CONSORTIUM AGREEMENT / MEMORANDUM OF AGREEMENT**  
(On Stamp Paper of appropriate value)

This Consortium Agreement is executed at on this \_ day of . BETWEEN

M/s. , a Company incorporated under the Companies Act, 1956 and having its Registered Office at acting through its Managing Director, duly authorized by a resolution of the Board of Directors dated (hereinafter referred to as the „LEAD MEMBER“ which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE Part;

AND

M/s. . . . . , a Company having its Office at and Office at .....  
, acting through its Joint President/ MD/.., , duly authorized by a resolution of the Board of Directors dated (hereinafter referred to as the (“Participant member”) which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER PART”

AND

M/s. . . . . , a Company having its Office at and Office at .....  
, acting through its Joint President/ MD/.., , duly authorized by a resolution of the Board of Directors dated (hereinafter referred to as the (“Participant member”) which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER PART”

Whereas RailTel Corporation of India Ltd. (hereinafter referred to as „RCIL“) has invite tenders for the “(NAME OF WORK)” in terms of the tender documents issued for the said purpose and the eligibility conditions required that the applicants bidding for the same should meet the conditions stipulated by RCIL for participating in the bid by the Consortium for handling the project for which the tender has been floated by RCIL.

AND WHEREAS in terms of the bid documents the parties jointly satisfy the eligibility criteria laid down for a bidder for participating in the bid process by forming a Consortium between themselves.

AND WHEREAS the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid bid and have decided to reduce the agreed terms to writing.

NOW THIS CONSORTIUM Agreement hereby WITNESSES:

- a. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the tender process for “(NAME OF WORK)” in terms of the tender invited by RailTel Corporation of India Ltd., (RCIL).
  - b. That the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by RCIL for awarding the tender to the Consortium so that the Consortium may take up the
1. aforesaid “(NAME OF WORK)” in case the Consortium turns out to be the successful bidder in the bid being invited by RCIL for the said purpose.
  2. That the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfills the prequalification/ eligibility criteria stipulated for a bidder, to participate in the bid for the said tender process for “(NAME OF WORK)”

3. That the Consortium have agreed to nominate any one of , and as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Tender Application Form etc., Mandatory Information, Financial Bid. Etc., and such other documents as may be necessary for this purpose.
4. That if any change in the membership of the Consortium be required to be made by the members of the Consortium, the same shall be done with the consent of RCIL subject to the conditions as may be stipulated by them in this regard.
5. That in case to meet the requirements of bid documents or any other stipulations of RCIL, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.
6. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.
7. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project, if awarded to the Consortium, to meet the requirements and stipulations of RCIL.
8. The consortium formed will not be subject to alteration with regard to change in constituting firms and/or reorientation of roles. Any changes, if proposed by Consortium to take advantage of certain developments during evaluation stage will render the bid liable to be REJECTED.
9. All partners of the consortium shall be jointly and severally liable to RailTel for the execution of the entire contract in accordance with its terms.
10. Each Consortium member has minimum 20% contribution in the work and role/scope of each member is enclosed.
11. Power of Attorney by all members of the Consortium in favor of the Lead Member is also enclosed

IN FAITH AND TESTIMONY WHEREOF, THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTHS AND YEAR FIRST ABOVE WRITTEN

1. ( )

Managing Director

For (Name of company)

2. ( )

Managing Director

For (Name of company)

3. ( )

Managing Director

For (Name of company)

WITNESSES:

1.

2.

Enclosure:

Board resolution of each of the Consortium Members authorizing:

- (i) Execution of the Consortium Agreement, and Appointing the authorized signatory for such purpose.

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**Annexure 10- Undertaking of Service Level Compliance**

**(On the Partner's Letterhead)**

Tender Ref. No.:

Date:

To

The Principal Executive Director  
RailTel Corporation of India Ltd. 19th Floor,  
Aurora Waterfront, opposite NALBAN, Sector V,  
Bidhannagar, Kolkata, West Bengal 700091

Dear Sir/Madam,

Sub: Undertaking on Service Level Compliance

1. I/We as Implementing Agency do hereby undertake that we shall monitor, maintain, and comply with the service levels stated in the tender to provide quality service to end customer of RailTel referred in this tender.
2. However, if the proposed resources, Infrastructure and ICT components are found to be insufficient in meeting the tender and/or the service level requirements given by RCIL, then we will augment the same without any additional cost to RCIL.

Yours sincerely

(Seal & Signature of the Authorized signatory of the System Integrator)

Name:

Place:

Designation:

Date:

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**Annexure 11 - Statement of No Deviation from Requirement Specifications  
(On the Partner's Letterhead)**

Tender Ref. No.:

Date:

To,

The Principal Executive Director  
RailTel Corporation of India Ltd. 19th Floor,  
Aurora Waterfront, opposite NALBAN, Sector V,  
Bidhannagar, Kolkata, West Bengal 700091

Sir,

There are no technical deviations (null deviations) from the requirement specifications of Tender items and schedule of requirements. The entire work shall be performed as per your specifications and documents.

This is to certify that our proposed solution meets all the requirements of the Tender including but not limited to Scope of Work, stated Project Outcomes (including SLAs), Business Requirements and Functional Specifications/ Requirements.

We further certify that our proposed solution meets, is equivalent or better than the minimum technical specifications as given in the tender.

We understand that the Bill of Quantity provided in the tender is indicative, we confirm that we have undertaken our own assessment to finalize the components and quantity.

In case, any item of hardware or software is found non-compliant at any stage during project implementation, it would be replaced with a fully compliant product/solution at no additional cost to end customer. In case of non-adherence of this activity, RCIL reserves the right to cancel the contract, in case the said Contract is awarded to us by RCIL.

We further confirm that our commercial proposal is for the entire scope of work, comprising all required components and our obligations, for meeting the scope of work.

Thanking you, Yours sincerely,

(Seal &amp; Signature of the Authorized signatory of the System Integrator)

Name:

Place:

Designation:

Date:

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**Annexure 12 - Commercial Proposal Document**

EOI Ref. No.:

Date:

(Format for reporting commercials and mandatory letters that needs to be part of the commercial proposal document. Breakdown of cost mentioned, cost of each component, operating cost, employee cost, cost of operations and management, any other cost which the Partner feels.)

To

The Principal Executive Director  
RailTel Corporation of India Ltd. 19th Floor,  
Aurora Waterfront, opposite NALBAN, Sector V,  
Bidhannagar, Kolkata, West Bengal 700091

**Subject:** Submission of Commercial proposal

Reference: EOI No:

Dated:

We, the undersigned Partner, having read and examined in detail the EOI documents for  
“\_\_\_\_\_”. I / we  
do hereby propose to provide services as specified in the EOI documents number -----Dated <dd/mm/yy>

**1. PRICE PROPOSAL AND VALIDITY**

All the prices mentioned in our tender are in accordance with the terms as specified in the tender documents. All the prices and other terms and conditions of this tender are valid for a period of 60 days from opening of EOI.

We hereby confirm that our tender prices include all taxes. However, all the taxes are quoted separately under relevant sections.

We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax in altered under the law, we shall pay the same.

**2. UNIT RATES**

We have indicated in the relevant schedules enclosed the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

**3. DEVIATIONS**

We declare that all the services shall be performed strictly in accordance with the tender documents except for the variations and deviations, all of which have been detailed out exhaustively in the following statement, irrespective of whatever has been stated to the contrary anywhere else in our proposal. Further, we agree that additional conditions, if any, found in the tender documents, other than those stated in deviation schedule, shall not be given effect to.

**4. TENDER PRICING**

We further confirm that the prices stated in our proposal are in accordance with your Instruction to Partners included in TENDER documents.

**5. QUALIFYING DATA**

We confirm having submitted the information as required by you in your Instruction to Partners. In case you require any other further information/documentary proof in this regard before evaluation of our tender, we agree to furnish the same in time to your satisfaction.

**6. PROPOSAL PRICE**

We declare that our Proposal Price is for the entire scope of the work as specified in the Schedule of Requirements and TENDER documents.

**7. PERFORMANCE BANK GUARANTEE BOND**

We hereby declare that in case the contract is awarded to us, we shall submit the PBG in the form prescribed in Proforma of Bank Guarantee towards PBG. We hereby declare that our TENDER is made in good faith, without collusion or fraud and the information contained in the TENDER is true and correct to the best of our knowledge and belief. We understand that our TENDER is binding on us and that you are not bound to accept a TENDER you receive. We confirm that no Technical deviations are attached here with this commercial offer.

Yours sincerely,

(Seal & Signature of the Authorized signatory of the System Integrator)

Name:

Designation:

Place:

Date:

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## Annexure 12-A – Price Bid Format

Please refer the excel price bid format and use the same for bidding purpose.

| SL NO                   | PRODUCT DETAILS                             | OEM                   | MODEL                                                                                                             | QUANTITY | Support Period | Amount (incl. Gst) |
|-------------------------|---------------------------------------------|-----------------------|-------------------------------------------------------------------------------------------------------------------|----------|----------------|--------------------|
| 1                       | BACKUP & SOFTWARE                           | MICROFOCUS (opentext) | HP DATA PROTECTOR                                                                                                 | 1        | 1 YEAR         |                    |
| 2                       | ENTERPRISE LINUX OPERATING SYSTEM           | RHEL                  | RHEL 4 SCKT LIC- 4 NOS RHEL 2 SCKT LIC- 5 NOS RENEWAL OF SUBSCRIPTION AND SUPPORT OF ALL 9 RHEL OS LATEST VERSION | 9        | 1 YEAR         |                    |
| 3                       | SERVER FARM SWITCH FOR 10 GBPS CONNECTIVITY | HPE                   | HP 1050448 - PORT GIG T SE MODULE- SWITCH                                                                         | 2        | 1 YEAR         |                    |
| 4                       | WEB AND APPLICATION SERVER                  | HPE                   | HP DL 580 GEN8 E7 HP 16GB 2RX4 PC3 14900R -13 KIT 264 GB RAM                                                      | 4        | 1 YEAR         |                    |
| 5                       | DIRECTORY SERVER                            | HPE                   | HP DL 580 GEN8 E7 HP 16GB 2RX4 PC3 14900R -13 KIT 264 GB RAM                                                      | 2        | 1 YEAR         |                    |
| 6                       | DATABASE SERVER                             | HPE                   | HP DL 580 GEN8 E7 HP 16GB 2RX4 PC3 14900R -13 KIT 264 GB RAM                                                      | 2        | 1 YEAR         |                    |
| 7                       | BACKUP & MANAGEMENT SERVER                  | HPE                   | HP DL 580 GEN8 E7 HP 16GB 2RX4 PC3 14900R -13 KIT 264 GB RAM                                                      | 2        | 1 YEAR         |                    |
| 8                       | SAN SWITCH                                  | HPE                   | HP SN 600B                                                                                                        | 2        | 1 YEAR         |                    |
| 9                       | STORAGE                                     | HPE                   | HP 3 PAR 7400                                                                                                     | 1        | 1 YEAR         |                    |
| 10                      | TAPE LIBRARY                                | HPE                   | HP MSL 6480                                                                                                       | 1        | 1 YEAR         |                    |
| 11                      | RACK & ACCESSORIES                          | HPE                   | HP 42U INTELLIGENT RACK                                                                                           | 2        | 1 YEAR         |                    |
| 12                      | STAGING SERVER AT CMGI HEADQUARTER          | HPE                   | SGH916VG9M                                                                                                        | 1        | 1 YEAR         |                    |
| 13                      | DATABASE SERVER AT CMGI HEADQUARTER         | HPE                   | SGH916VG9P                                                                                                        | 1        | 1 YEAR         |                    |
| Total Amount in Figures |                                             |                       |                                                                                                                   |          |                | ₹ 0.00             |
| Total amount in words:- |                                             |                       |                                                                                                                   |          |                |                    |

**Annexure – 13 - Undertaking on Exit Management and Transition****(On the Partner's Letterhead)**

TENDER Ref. No:

Date:

**To,**

The Principal Executive Director  
 RailTel Corporation of India Ltd. 19th Floor,  
 Aurora Waterfront, opposite NALBAN, Sector V,  
 Bidhannagar, Kolkata, West Bengal 700091

Dear Sir/Madam,

**Sub:** Undertaking on Exit Management and Transition

1. I/We hereby undertake that at the time of completion of our engagement with RCIL, either at the End of Contract or termination of Contract before planned Contract Period for any reason, we shall successfully carry out the exit management and transition of this Project to RCIL or to an agency identified by RCIL to the satisfaction of RCIL. I/We further undertake to complete the following as part of the Exit management and transition:
  - a. We undertake to complete the updating of all Project documents and other artefacts and handover the same to RCIL before transition.
  - b. We undertake to design standard operating procedures to manage system (including application and IT systems), document the same and train Customer personnel on the same.
  - c. If RCIL decides to take over the operations and maintenance of the Project on its own or identifies or selects any other agency for providing operations & maintenance services on this Project, then we shall provide necessary handholding and transition support, which shall include but not be limited to, conducting detailed walkthrough and demonstrations for the IT Infrastructure, handing over all relevant documentation, addressing the queries/clarifications of the new agency with respect to the working / performance levels of the ICT components , conducting Training sessions etc.
2. I/We also understand that the Exit management and transition will be considered complete on the basis of approval from RCIL.

Yours sincerely,

(Seal &amp; Signature of the Authorized signatory of the System Integrator)

Name:

Place:

Designation:

Date

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**Annexure 14: Declaration – Exclusivity of Participation**

EOI Ref No.

Date:

To,

The Principal Executive Director  
RailTel Corporation of India Ltd. 19th Floor,  
Aurora Waterfront, opposite NALBAN, Sector V,  
Bidhannagar, Kolkata, West Bengal 700091

**Sub: Exclusive pre-RFP partnership arrangement with Empaneled business associate of RailTel for participating in the end customer RFP.**

We, M/s <Name and Address of Partner> will not submit directly or indirectly our bids and techno-commercial solution/association with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to end customer organization by RailTel).

**Note: This undertaking has to be given with this EOI Response.**

Yours sincerely,

(Seal & Signature of the Authorized signatory of the System Integrator)

Name:

Designation:

Place:

Date:

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**Annexure 15****Integrity Pact Program**

RailTel has adopted Integrity Pact Program and for implementation thereof all TENDER/EOIs relating to procurement of OFC, quad cable, pre-fab shelters, electronic equipment and its installation and/or commissioning etc and other item(s) or activity/activities proposed to be carried out or required by the Company for the value exceeding Rs. 15 crores at a time including for repair and maintenance of cable/network and any other items required for special works assigned to RailTel/REL will be covered under the Integrity Pact Program and the vendors are required to sign the IP document and submit the same to RailTel/REL before or along with the bids.

- a) Only those vendors who have purchased the EOI/TENDER document and signed the IP document can send their grievances, if any, to the Independent External Monitors (IEMNs) through the nodal officer, i.e. Chief Vigilance Officer (CVO), RailTel.

Name of IEMs and contact details:

- |                               |                                                 |
|-------------------------------|-------------------------------------------------|
| 1. Shri. Vinit Kumar Jayaswal | E-Mail: gkvinit@gmail.com M.No. +91-9871893484  |
| 2. Shri. Punati Sridhar       | E-Mail: poonatis@gmail.com M.No. +91-9448105097 |

Name & contact details of Nodal Officer (IP) in RailTel:

Chief Vigilance Officer, RailTel Corporation of India Ltd  
6th Floor, Office Block Tower-2, NBCC Complex, East Kidwai Nagar, New Delhi-110023  
E-Mail: [cvo@railtelindia.com](mailto:cvo@railtelindia.com)

- b) If the order, with total value equal to or more than the threshold value, is split to more than one vendor and even if the value of PO placed on any/each vendor(s) is less than the threshold value, IP document having been signed by the vendors at bid stage itself, the Pact shall continue to be applicable.
- c) Partner of Indian origin shall submit the Integrity Pact (in 2 copies) on a non-judicial stamp paper of Rs. 100/- duly signed by the person signing the bid. If the partner is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.
- d) Partner of foreign origin may submit the Integrity Pact on its company's letterhead, duly signed by the person signing the bid.
- e) The 'Integrity Pact' shall be submitted by the Partner duly signed in all pages along with the Bid in a separate envelope, duly superscripted with 'Integrity Pact'. Response received without signed copy of the Integrity Pact document will be liable to be rejected. Proforma for signing the Integrity Pact is available in Annexure-15 of this EOI document.
- f) One copy of the Integrity Pact shall be retained by RailTel and the 2nd copy will be issued to the representative of the partner during bid opening. If the Partners representative is not present during the Bid opening, the 2<sup>nd</sup> copy shall be sent to the partner by post/courier.
- g) The Integrity Pact is applicable in this EOI vide CVC circular no. 10/05/09 dated 18.05.09 and revised guideline of CVC circular no. 015/VGL/091 dated 13.01.17 or the latest updated from time to time shall be followed.

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**PROFORMA FOR “SIGNING THE INTEGRITY PACT”**

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

AND

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

**Preamble**

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

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the EOI 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 EOI 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 EOI process treat all Partner(s) with equity and reason. The Principal will in particular, before and during the EOI process, provide to all Partner(s) the same information and will not provide to any Partner(s) confidential/additional information through which the Partner(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 Partner(s) / Contractor(s)**

1. The Partner(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 EOI process and during the contract execution.
  - a. The Partner(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 EOI 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 EOI process or during the execution of the contract.
  - b. The Partner(s)/Contractor(s) will not enter with other Partners 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 Partner(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Partner(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 Partner(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the partner(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 Partner(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.
- e. The Partner(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 Partner(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3: Disqualification from EOI process and exclusion from future contracts**

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

### **Section 6: Equal treatment of all Partners / Contractors/Subcontractors.**

1. The Partner(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 partners, contractors and subcontractors.
3. The Principal will disqualify from the EOI process all partners who do not sign this Pact or violate its provisions.

### **Section 7: Criminal charges against violation by Partner(s) / Contractor(s) / Sub contractor(s)**

If the Principal obtains knowledge of conduct of a Partner, Contractor or Subcontractor, or of an employee or a representative or an associate of a Partner, 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 Partner(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 Partner(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the CMD, RailTel within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to provided to Independent Directors on the RailTel Board.
8. If the Monitor has reported to the CMD, RailTel, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, RailTel has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

#### **Section 9: Pact Duration**

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

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

#### **Section 10: Other Provisions**

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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

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

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1:  
(Name & Address)

Witness 2:  
(Name & Address)

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Annexure-A to the Integrity Pact**

**GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

1.0 There shall be compulsory registration of agents for all global (Open) Tender and Limited Tender. An agent who is not registered with RailTel Units shall apply for registration in the prescribed Application -Form.

1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/ Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ retainer-ship being paid by the principal to the agent before the placement of order by RailTel.

1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

**2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.**

2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.

2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by RAILTEL in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission /remuneration included in the price(s) quoted by the tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by RAILTEL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by RAILTEL. Besides this there would be a penalty of banning business dealings with RAILTEL or damage or payment of a named sum.

#### **Annexure-B to the Integrity Pact**

### **GUIDELINES ON BANNING OF BUSINESS DEALINGS**

| <b>S. No.</b> | <b>Description</b>                                                                |
|---------------|-----------------------------------------------------------------------------------|
| 1             | Introduction                                                                      |
| 2             | Scope                                                                             |
| 3             | Definitions                                                                       |
| 4             | Initiation of Banning / Suspension                                                |
| 5             | Suspension of Business Dealings                                                   |
| 6             | Ground on which Banning of Business Dealings can be initiated                     |
| 7             | Banning of Business Dealings                                                      |
| 8             | Removal from List of approved Agencies-Suppliers/ Contractors etc.                |
| 9             | Procedure for issuing Show-cause Notice                                           |
| 10            | Appeal against the Decision of the Competent Authority                            |
| 11            | Review of the Decision by the Competent Authority                                 |
| 12            | Circulation of the names of Agencies with whom Business Dealings have been banned |

#### **1. Introduction**

1.1 RailTel Corporation of India Ltd (RAILTEL), being a Public Sector Enterprise, under the administrative control of the Ministry of Railways and therefore being an authority deemed to be 'the state' within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. RAILTEL has also to safeguard its commercial interests. RAILTEL deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of RAILTEL to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on RAILTEL to observe principles of natural justice before banning the business dealings with any Agency.

1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

## **2. Scope**

2.1 The General Conditions of Contract (GCC) of RAILTEL generally provide that RAILTEL reserves its rights to remove from list of approved suppliers/ contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.

2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies/ customers/ buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.

2.3 However, absence of such a clause does not in any way restrict the right of Company (RAILTEL) to take action / decision under these guidelines in appropriate cases.

2.4 The procedure of (i) Removal of Agency from the List of approved suppliers/ contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

2.5 These guidelines apply to Corporate Office, all Regions and Subsidiaries of RAILTEL.

2.6 It is clarified that these guidelines do not deal with the decision of the Management to avoid entertaining any particular Agency due to its poor / inadequate performance or for any other reason.

2.7 The banning shall be with prospective effect, i.e., future business dealings.

## **3. Definitions**

In these Guidelines, unless the context otherwise requires:

i) 'Party / Contractor / Supplier / Purchaser / Customer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Party / Contractor / Supplier / Purchaser / Customer' in the context of these guidelines is indicated as 'Agency'.

ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:

- a) If one is a subsidiary of the other;
- b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
- c) If management is common;
- d) If one owns or controls the other in any manner;

iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:

- a) For Company (entire RAILTEL) wide Banning: The Director shall be the 'Competent Authority' for the purpose of these guidelines. CMD, RAILTEL shall be the 'Appellate Authority'

in respect of such cases except banning of business dealings with Foreign Suppliers of imported items.

b) For banning of business dealings with Foreign Suppliers of imported items, RAILTEL Directors Committee (RDC) shall be the 'Competent Authority'. The Appeal against the Order passed by RDC, shall lie with CMD, as First Appellate Authority.

c) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach Railway Board as Second Appellate Authority.

d) For RailTel Regions only: Any officer not below the rank of General Manager appointed or nominated by the Executive Director of concerned Region shall be the 'Competent Authority' for the purpose of these guidelines. The Executive Director of the concerned Region shall be the 'Appellate Authority' in all such cases.

e) For Corporate Office only: For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Concerned Group General Manager / General Manager shall be the 'Competent Authority' and concerned Director shall be the 'Appellate Authority'.

f) CMD, RAILTEL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.

iv) 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

v) 'List of approved Agencies - Parties / Contractors / Suppliers/ Purchaser/ Customers' shall mean and include list of approved /registered Agencies - Parties/ Contractors / Suppliers / Purchasers / Customers, etc.

#### **4. Initiation of Banning / Suspension**

Action for banning / suspension of business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department of each Region / Unit/ Corporate Office may also be competent to initiate such action.

#### **5. Suspension of Business Dealings**

5.1 If the conduct of any Agency dealing with RAILTEL is under investigation by any department (except Foreign Suppliers of imported items), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

5.2 The order of suspension shall be communicated to all the departmental heads within the unit/ region/ Corporate Office as the case may be. During the period of suspension, no business dealing may be held with the agency.

5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of RAILTEL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to Chief Vigilance Officer (CVO), RAILTEL Corporate Office along with the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the units/ regions of RAILTEL to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the units/ Regions / Corporate Office by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency and all concerned. Such an order would operate for a period of six months from the date of issue.

5.5 for suspension of business dealings with Foreign Suppliers of imported items, following shall be the procedure:

i) Suspension of the foreign suppliers shall apply throughout the Company/ Regions including Subsidiaries.

ii) Based on the complaint forwarded by ED / GGM / GM or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of RAILTEL to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director / GGM / GM, to place it before a committee consisting of the following:

1. ED / GGM/ GM (viz. Representative of Corporate Finance).
2. ED / GGM/ GM (viz. Representative of Department concerned with procurement of imported items)- Convener of the Committee.
3. ED / GGM/ GM (to be nominated on case-to-case basis).
4. ED / GGM/ GM ((viz. Representative of Corporate Law).

The committee shall expeditiously examine the report and give its comments / recommendations within twenty-one days of receipt of the reference by ED/ GGM/ GM.

iii) The comments / recommendations of the Committee shall then be placed by ED/GGM/GM, before RAILTEL Directors' Committee (RDC) constituted for import of items. If RDC opines that it is a fit case for suspension, RDC may pass necessary orders which shall be communicated to the foreign supplier by the ED/GGM/GM.

5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

## **6. Ground on which Banning of Business Dealings can be initiated**

6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;

6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or RAILTEL, during the last five years;

6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;

6.4 If the Agency continuously refuses to return / refund the dues of RAILTEL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;

6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;

6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;

6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts;

6.8 If the Agency uses intimidation/ threatening or brings undue outside pressure on the Company (RAILTEL) or its official in acceptance/ performances of the job under the contract;

6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;

6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Company (RAILTEL) or not;

6.11 Based on the findings of title investigation report of CBI / Police against the Agency for malafide/ unlawful acts or improper conduct on his part in matters relating to the Company (RAILTEL) or even otherwise;

6.12 Established litigant nature of the Agency to derive undue benefit;

6.13 Continued poor performance of the Agency in several contracts;

6.14 If the Agency misuses the premises or facilities of the Company (RAILTEL), forcefully occupies tampers or damages the Company's properties including land, water resources, etc.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

## **7. Banning of Business Dealings**

7.1 Normally, a decision to ban business dealings with any Agency should apply throughout the Company including subsidiaries. However, the Competent Authority of the Region/ Unit except Corporate Office can impose such ban Region-wise only if in the particular case banning of business dealings by respective Region/ Unit will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local conditions and impact of the misconduct/ default to beyond the Region/ Unit. Any ban imposed by Corporate Office shall be applicable across all Regions/ Units of the Company including Subsidiaries.

7.2 For Company-wide banning, the proposal should be sent by ED of the Region/ Unit to the CVO/RailTel setting out the facts of the case and the justification of the action proposed alongwith all the relevant papers and documents except for banning of business dealings with Foreign Suppliers of imported items.

The Corporate Vigilance shall process the proposal of the concerned Region/ Unit for a prima-facie view in the matter by the Competent Authority nominated for Company-wide banning.

The CVO shall get feedback about that agency from all other Regions/ Units. Based on this feedback, a prima-facie decision for banning / or otherwise shall be taken by the Competent Authority.

If the prima-facie decision for Company-wide banning has been taken, the Corporate Vigilance shall issue a show-cause notice to the agency conveying why it should not be banned throughout RAILTEL.

After considering the reply of the Agency and other circumstances and facts of the case, a final decision for Company-wide banning shall be taken by the competent Authority.

7.3 There will be a Standing Committee in each Region/ Unit to be appointed by Chief Executive Officer for processing the cases of "Banning of Business Dealings" except for banning of business dealings with foreign suppliers. However, for procurement of items/ award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of General Manager/ Dy. General Manager each from Operations, Finance, Law & Project. Member from Project shall be the convener of the committee. The functions of the committee shall, inter-alia include:

- i) To study the report of the investigating Agency and decide if a prima-facie case for Company-wide / Region wise banning exists, if not, send back the case to the Competent Authority.
- ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
- iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- iv) To submit final recommendation to the Competent Authority for banning or otherwise.

7.4 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show- cause notice may be issued to the Agency and an enquiry held accordingly.

7.5 Procedure for Banning of Business Dealings with Foreign Suppliers of imported items.

- i) Banning of the agencies, shall apply throughout the Company including subsidiaries.
- ii) Based on the complaint forwarded by Executive Director or received directly by Corporate Vigilance, an investigation shall be carried out by Corporate Vigilance. After investigation, depending upon the gravity of the misconduct, Corporate Vigilance may send their report to Executive Director/ GGM/ GM, to be placed before a Committee consisting of the following:
  1. ED / GGM/ GM (viz. Representative of Corporate Finance).
  2. ED / GGM/ GM (viz. Representative of Department concerned with procurement of imported items)- Convener of the Committee.
  3. ED / GGM/ GM (to be nominated on case to case basis).
  4. ED / GGM/ GM ((viz. Representative of Corporate Law).

The Committee shall examine the report and give its comments/ recommendations within 21 days of receipt of the reference by ED.

iii) The comments/recommendations of the Committee shall be placed by ED/ GGM/ GM before RAILTEL Directors' Committee (RDC) constituted for import of foreign items. If RDC opines that it is a fit case for initiating banning action, it will direct ED/ GGM/ GM to issue show-cause notice to the agency for replying within a reasonable period.

iv) On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by ED to RDC for consideration & decision.

- v) The decision of the RDC shall be communicated to the agency by ED/GGM/GM concerned.

## **8. Removal from List of Approved Agencies – Suppliers/ Contractors, etc.**

- 8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.
- 8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but LTE (Limited Tender Enquiry) may not be given to the Agency concerned.
- 8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

## **9. Show-cause Notice**

- 9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.
- 9.2 If the Agency requests for inspection of any relevant document in possession of RAILTEL, necessary facility for inspection of documents may be provided.
- 9.3 The Competent Authority may consider and pass all appropriate speaking order:
- a) For exonerating the Agency if the charges are not established.
  - b) For removing the Agency from the list of approved Suppliers/ Contractors, etc.
  - c) For banning the business dealing with the Agency.
- 9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

## **10. Appeal against the Decision of the Competent Authority**

- 10.1 The agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.
- 10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

## **11. Review of the Decision by the Competent Authority**

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Chief Executive / Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Chief Executive / Competent Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee for examination and recommendation.

**12. Circulation of the names of Agencies with whom Business Dealings have been banned**

12.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of the Inquiring authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.

12.3 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, RAILTEL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its interconnected Agencies.

12.4 Based on the above, Regions / Units may formulate their own procedure for implementation of the guidelines.

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**ANNEXURE-16: 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, Eastern Region, 19th Floor, Aurora Waterfront Building, Plot no. 34/1, Block -GN, Sector - V, Salt Lake City, Kolkata -700091, West Bengal.

(Herein after called RailTel) having agreed to exempt..... (Herein after called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement No. .... dated made between ..... and ..... for (herein after called "the said Agreement") of Performance Guarantee 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)here in after 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.

1. We, ..... Bank and our local branch at Kolkata (indicate detail address of local Kolkata 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.....

2. 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 accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the ..... (1) ..... We shall be discharged from all liability under this Guarantee thereafter.

We, ..... We, ..... (indicate the name of Bank) Further agree with the RailTel that the RailTel shall have the fullest liberty without our

consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s) Supplier(s).

**We**, the .....Bank further agree that this guarantee shall be invokable at our place of business at ...../Kolkata (indicate detailed address of local Kolkata Branch with code no.) The branch at New Delhi is being advised accordingly.

(indicate the name of Bank) lastly undertaken not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.

Dated the day of 2024

for..... (Indicate the name of the Bank)

Witness

1. Signature & Name

2. Signature & Name

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**ANNEXURE-17: PROFORMA FOR CONTRACT AGREEMENT****AGREEMENT**

(CA No. \_\_\_\_\_ for the work of “ \_\_\_\_\_ ”

This AGREEMENT is made at Kolkata on this \_\_\_\_\_ day of \_\_\_\_\_ two thousand and Twenty four, by and between RailTel Corporation of India Limited (A Govt. of India Undertaking) having its Corporate office at Plate-A, 6<sup>th</sup> Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi- 110023 and Eastern Regional Office at 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block GN, Sector-V, Salt Lake City, Kolkata – 700 091 acting in the premises through \_\_\_\_\_ /Eastern \_\_\_\_\_ Region (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 Tender by RailTel for the work of “ \_\_\_\_\_ ” as per tender papers at Annexure ‘A’ read with Corrigendum ..... Issued by RailTel hereto, the Contractor has submitted a Tender as per Annexure ‘B’ hereto

AND WHEREAS the said Tender of the Contractor has been accepted for the work of “ \_\_\_\_\_ ” as per copy of Letter of Acceptance of Tender No. \_\_\_\_\_ Dated \_\_\_\_\_ complete with enclosures at the accepted rates and agreed deviations from tender 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 Tender 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. | Signature              | : |
|    | Date                   | : |
|    | Name in Block Capitals | : |
|    | Address                | : |
| 2. | Signature              | : |
|    | 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.     Signature :  
       Date :  
       Name in Block Capitals :  
       Address :  
  
2.     Signature :  
       Date :  
       Name in Block Capitals :  
       Address :

Annexure – A: Tender Paper No. \_\_\_\_\_ with corrigendum, if any.  
Annexure – B: Firm's offer.  
Annexure – C: Letter of Acceptance No. \_\_\_\_\_ with all enclosures. Annexure  
– D: Copy of Contract Performance Guarantee.

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**ANNEXURE-18: STANDING INDEMNITY BOND**

(For on Account Payments and Stores supplied by RailTel)

(On Non-Judicial Stamp paper of Rs. 100/-)

We, M/s \_\_\_\_\_ hereby undertake that we hold at our Stores Depot/s at \_\_\_\_\_ for and on behalf of RailTel Corporation of India Limited in the premises through PED/RGM/RailTel/----- Region or his successor hereinafter referred to as the Purchaser all materials for which On Account payments have been made to us against the Contract \_\_\_\_\_ for vide letter of Acceptance/PO of Tender No. \_\_\_\_\_ and the materials handed over to us by the Purchaser for all purpose of execution of the said Contract, until such time the materials are duly erected or otherwise handed over to him.

We shall be entirely responsible for the safe custody and protection of said materials against all risk till they are duly delivered as erected equipment to the purchaser or as he may direct otherwise and shall indemnify the Purchaser against any loss, damage or deterioration whatsoever in respect of the said materials while in our possession and against disposal of surplus materials. The said materials shall at all times be open to inspection by any engineer authorized by the Regional General Manager (RGM)/Principal Executive Director (PED)-----Region (whose address will be intimated in due course).

Should any loss, damage or deterioration of materials occur or surplus materials disposed off and refund becomes due, the purchaser shall be entitled to recover from us the full cost as per prices included in the Contract (as applicable) and also compensation for such loss or damage, if any, along with the amount to be refunded without prejudice to any other remedies available to him by deduction from any sum due or any sum which at any time hereafter becomes due to us under the said or any other Contract.

In the event of any loss, damage or deterioration as aforesaid the assessment of such loss or damage and the assessment of such compensation therefore would be made by the RGM/PED/RailTel/----- Region, or his authorized nominee and the said assessments shall be final and binding upon us.

Dated this day of, [year]

for and on behalf of M/s. \_\_\_\_\_

(Contractor)

Signature of witness

Name and witness in Block letters Address

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**ANNEXURE-19: LAND BORDER CERTIFICATE****Certificate to be given by the Tenderer:**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that I am not from such a country or, if from such a country, I have been registered with the Competent Authority. I hereby certify that I fulfil all requirements in this regard and I am eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Dated this day of, [year]

for and on behalf of M/s. \_\_\_\_\_  
(Contractor)

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**ANNEXURE-20: Specification of Documents**

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