

EOI NOTICE

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

EOI Notice No: RCIL/NR/RO/EOI/Mktg/CoR-EOI/2024-25/01/FMS dated 17-JUN-2024

RailTel Corporation of India Ltd., (here after referred to as “RailTel”) invites Expression of Interest (EOI) for “Selection of Business Partner from RailTel’s Empaneled Partners for Hiring of IT Recourses for Managing & Sustaining IT services for a period of Three Year for a Customer of RailTel (CoR) located in Delhi.”

The details are as under:

SCHEDULE OF EVENTS

1	Date of Publishing of EOI Notice	17-JUN-2024
2	Last date for submission of Bids against EOI	24-JUN-2024 at 15:00 Hours
3	Opening of Bids received against EOI	24-JUN-2024 at 15:30 Hours
4	Number of copies to be submitted	Single Stage (Single Packet System)
5	EOI document cost- inclusive of taxes (non-refundable)	NIL
6	EOI processing fee- inclusive of taxes (non-refundable)	As per the E-Nivida Portal
7	Estimated amount of bid- inclusive of taxes	Rs.15,91,75,713/- Incl. of taxes
8	Earnest Money Deposit (EMD) (Online Payment Only)	EMD for an amount of Rs. 15,91,757/- (Rupees Fifteen Lakh Ninety One Thousand Seven Hundred Fifty Seven Only) along with the EOI. • NEFT/ RTGS: <u>Account Name:</u> RailTel NR Collection Account <u>Bank Name:</u> Union Bank of India <u>Branch Name:</u> Connaught Place Delhi <u>Account Number:</u> 307801010917906 <u>IFSC Code:</u> UBIN0530786 <u>MICR Code:</u> 110026006 • Demand Draft: In favour of RailTel Corporation of India Limited payable at New Delhi. • Bank Guarantee: EMD can be paid in form of Bank Guarantee in format attached as per annexure-9 with SFMS confirmation. EMD deposited shall not bear any interest.
9	Bid Submission Mode	<u>Online</u> on https://railtel.enivida.com

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

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

Contact Details for this EOI:

Level:1 Contact: Sh. Rajnish Verma, AGM/Marketing
Email: rajnish.verma@railtelindia.com Contact: +91-9717644213

Level:2 Contact: Sh. Pushpender Kumar, GM/Marketing
Email: pushpenderkumar@railtelindia.com Contact: +91-9871146592

Level:3 Contact: Sh. Ram Phool Chandel, ED/Marketing
Email: chandelp95@railtelindia.com, Contact: +91-9498037985

Note:

1. The EOI response is invited from **eligible Empaneled Business Partners** of RailTel only.
2. All the document must be submitted with proper indexing and page number duly signed and stamped at each page as a token of acceptance of EOI by authorized signatory of the Bidder/Partner.
3. Transfer and Sub-letting: The Business Partner has no right to give, bargain, sell, assign or sublet or otherwise dispose-off the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof, except OEM.
4. Bidder has to agree to comply with all technical & financial documentation including Technical certificates/others as per end-to-end requirement mentioned in the EOI.
5. The selected bidder will have to accept all Terms & Conditions of EOI on back-to-back basis.
6. Any corrigendum(s) issued by RailTel against pertinent EOI shall be the part and scope of this EOI document on back-to-back basis.
7. No exemption/relaxation is applicable to MSME.
8. Payment terms under this EOI will be applicable on back-to-back basis on successful bidders. Payment shall be made after actual receipt of payment from Customer of RailTel CoR). No advance payment irrespective of receipt by RailTel from customer will be given to successful bidder.
9. Bidder may check the price/commercial bid as per BOQ and match the same with FORMATS FOR SUBMISSION OF THE COMMERCIAL BID of EOI and if found any discrepancy, may be brought in the notice of RCIL immediately and may modify their financial bid format as per EOI financial bid document.

10. As this is a customer centric bid on back-to-back basis. Benefits available under MSME Act will not be applicable to EOI & Work Order issued basis this EOI.
11. All the clauses of the customer PO shall be applicable on back-to-back basis except the payment. SLA/Penalty/LD etc. will be passed on to the selected vendor on back-to-back basis in full.
12. Offline documents like POA, EMD (DD/PBG), undertaking and affidavit must reach RailTel office before opening of the Bid.
13. The EOI not accompanied by Earnest Money as mentioned or if any of the documents submitted by the tenderers is proved to be fraudulent, the offer will be summarily rejected & EMD will be forfeited.
14. The EMD shall be released after submission of the PBG as per the terms of the EOI by the successful L1 bidder. EMD of the unsuccessful bidder shall be released within 30 days post evaluation of the EOI.

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



NOTICE INVITING EXPRESSION OF INTEREST (EOI)

EOI No.: RCIL/NR/RO/EOI/Mktg/CoR-EOI/2024-25/01/FMS dated 17-JUN-2024

Expression of Interest (EOI) for “Selection of Partner from RailTel Empaneled Business Partner for “Hiring of IT Recourses for Managing & Sustaining IT services for a period of Three Year for a Customer of RailTel (CoR) located in Delhi.”

Issued by:

RailTel Corporation of India Ltd.

(A Mini-Ratna PSU under Ministry of Railways) Northern Region

RailTel Corporation of India Limited, Northern Region,

6th Floor, 3rd Block, Delhi IT Park, Shastri Park, New Delhi-110053

Tel No.: +91-11-22185933/22185934

Email: - rajnish.verma@railtelindia.com

<https://www.railtelindia.com>

Disclaimer

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

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1. About RailTel

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

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

2. Background of EOI

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

In this regard, RailTel intends for providing IT Recourses for Managing & Sustaining IT services for a period of Three Year for a Customer of RailTel (CoR) located in Delhi (hereafter referred to as ‘CoR’) and accordingly seeks to select a suitable partner.

Bidder has to agree to comply with all technical & Financial documentation including Technical certificates/others as per end-to-end requirement mentioned in the scope of work.

3. Scope of Work and Partner Selection

The indicating scope of work shall be as per the Annexure-12 for “Selection of Business Partner from RailTel’s Empaneled Partners for Hiring of IT Recourses for Managing & Sustaining IT services for a period of Three Year for a Customer of RailTel (CoR) located in Delhi.”

Special Note: RailTel may retain some portion of the work mentioned in the CoR’s PO/EOI.

- 3.1 Purpose of EOI: This EOI is proposed to select a suitable partner for fulfilling the customer requirement as per Annexure-12 for Selection of Business Partner from RailTel’s Empaneled Partners for Hiring of IT Recourses for Managing & Sustaining IT services for a period of Three Year for a Customer of RailTel (CoR) located in Delhi.”. In order to complete the same work, this EOI is being floated by RailTel.
- 3.2 The present proposal seeks the turnkey solution for carrying out CoR needs. It is proposed to provide services as mentioned in Annexure-12.
- 3.3 Bidder should submit their response online on E-nivida portal <https://railtel.enivida.com/>
- 3.4 Interested partners may note that this is a Single Stage-Single Packet Bid.
- 3.5 Only those bids shall be opened, which have been submitted within the stipulated time as mentioned in this EOI document
- 3.6 **Following documents are to be submitted:**

S.N o.	Type	Description	Document Required
1	Empanelment	Bidder must be empanelled with RailTel as business associate, Business partner, System Integrator.	Copy of Empanelment letter issued by RailTel.
2	POA	The bid should be duly signed and submitted by Authorised Signatory. The bidder has to submit notarized of non-judicial stamp paper of appropriate value Power of Attorney having authorised signatory’s nomination along with board resolution in favour of power of attorney	Bidder has to submit the Notarized Power of Attorney for the authorized person.

S.N o.	Type	Description	Document Required
3	EMD payment	EMD payment	Bidder has to submit the proof of EMD payment (Online transaction/DD /PBG.
4	Non- Black Listing	Bidder should not be backlisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body on the last date of submission of EOI	Bidder has to submit and undertaking on letterhead duly signed and stamped by authorized signatory for non black listing.
5	Land border sharing	Compliance to insertion of Rule 144(xi) in the GFR, 2017 vide office OM no. 6/18/2019-PPD dated 23-July-2020 issued by Ministry of Finance, Government of India, including revisions	Bidder has to submit undertaking.
6	No- arbitration with RailTel	There should not be any ongoing or past, arbitration case(s) between 'RailTel or Organizations under Indian Railways' and 'Interested Bidder' on the last date of submission of EOI	Bidder has to submit and undertaking on letterhead duly signed and stamped by authorized signatory for no ongoing or past, arbitration case(s) between RailTel and bidder
7	Unconditional Acceptance of EOI.	Undertaking on letter head duly signed and stamped by authorised signatory for unconditional Acceptance of the Scope of work and any Other/General Document of CoR Tender RFP along with all the corrigendum and addendum and EOI.	Bidder has to submit Undertaking on letterhead duly signed and stamped by authorised signatory for unconditional Acceptance of the Scope of work and any Other/General Document of CoR Tender RFP along with all the corrigendum and addendum.
8	Turnover	The bidder must have cumulative turnover of at least Rs 23.88 Cr. in the previous three financial years and the current financial year up to the date of inviting of EOI.	Audited Balance Sheet & CA certificate
9	Work Experience	The bidder should have executed project for FMS services during preceding three financial year (current year and Three previous Financial years) as on date of inviting of EOI as per following: 1. One similar works costing not less than the amount of Rs. 5.58 Cr. OR 2. Two similar works each	Copy of Purchase/ Work Order and completion/ satisfactory performance certificate issued by client. The bidder must provide details of a personnel for verification purpose at PO/ certificate issuing organisation clearly mentioning name of client, designation, contact number and mail ID on bidder's letter head.

S.N o.	Type	Description	Document Required
		costing not less than the amount of Rs. 3.19 Cr. OR 3. Three similar works each costing not less than the amount of Rs. 2.39 Cr. Definition of similar work: The similar nature of work shall mean Facility Management Service (with supply of Technical manpower). Technical Manpower means qualification with BE/B. Tech/M. Tech/MCA/PGCDA/Diploma and any other engineering domain. Any PO where deployment/Supply of technical manpower is a component shall also be considered.	For ongoing works: Ongoing works will be considered for value of executed work certified by PO issuing authority / customer mentioning completed work value on the certificate along with satisfactory completion certificate for work completed so far. Value of the work completed on ongoing work should not be less than the value as per the required work experience criteria and this is to be supported by Invoices raised and accepted by the PO issuing authority. Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, PSU, Work experience certificate issued by any Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on NSE or BSE, shall also be considered.
10	PO in terms of Manpower supplied	The bidder must have successfully deployed at least 47 number of Manpower in a single PO in the last three FY	Bidder has to submit the detail of PO and number of Technical manpower deployed
11	Document	Copies of the registration certificates, registration with the • Regional Labour Commissioner, • EPF registration, • ESI registration, • PAN Card, • GST Registration certificate & • Registration under applicable Labour Laws.	Bidder has to provide the valid document for each compliance.
12	Existence in the FMS business	Bidder has to be in the field of FMS business since at least three years.	Bidder has to submit undertaking in this regard on Company letterhead duly signed and stamped by authorized

S.N o.	Type	Description	Document Required
			signatory. For reference, PO is to be shared in this regard which should be of before 01.04.2021.
13	Certification	The bidder must have certificates mentioned below a. ISO 9001:2015 or Latest b. ISO 27001:2013 or latest c. ISO 20000-1:2018 or latest d. The bidder company registered in India should have Minimum CMMI Level 3 and higher certificate. The certificate should be valid as on the date of submission of the bid and should be in the name of the Bidder. Certificate issued in name of subsidiaries will not be accepted.	Copy of valid certificates should be submitted along with the Bid
14	Organization strength	The Bidder should have at least 141 technically qualified manpower in their payroll as of date of submission of bid	Self-Certificate issued by the HR head of the bidder organization along with EPF challans and Resources Certificates
15	Other Document	Bidder has to submit the other document as mentioned in EOI	
Annexures:			
1	Annexure - 01	EOI COVER LETTER	Bidder has to submit the EOI Cover letter
2	Annexure - 02	Local Content Compliance	Bidder has to submit the local content compliance
3	Annexure – 03	CHECKLIST OF DOCUMENTS FOR BID SUBMISSION	Bidder has to submit the checklist of document submitted along with the bid
4	Annexure – 04	Commercial Bid	Bidder has to submit the quote as per the Price Bid Format Annexure-4
5	Annexure - 05	PROFORMA FOR BANK PERFORMANCE GUARANTEE	Bidder has to submit undertaking to accept the PBG format
6	Annexure-06	Non-Disclosure Agreement	Bidder has to submit the signed copy of NDA along with bid
7	Annexure 07	Technical Compliance	Bidder has to submit the technical compliance along with the bid
8	Annexure 08	Pre-Bid Agreement	Will be signed with the CSP after evaluation of the bid
9	Annexure 09	Integrity pact	Bidder has to submit the signed copy of the Integrity pact along with bid on Rs. 100
10	Annexure 10	EMD BANK GUARANTEE FORMAT	Bidder has to submit the EMD payment in the format attached

S.N o.	Type	Description	Document Required
			if EMD payment is made through BG.
11	Annexure – 11	AFFIDAVIT form	Bidder has to submit notarized affidavit as per the format enclosed along with the bid on Rs 100 stamp paper. If bidder has not submitted the Annexur-11, bid shall be Summarily rejected.
Bidder who had submitted all the complied document as per the requirement of EOI shall be declared as technically qualified bidders.			

3.7 Bid evaluation will be done based on above mentioned documents. The bidder will be selected on the lowest quote (L-1) (Lowest Service Charge) basis for complete ‘Scope of Work’ as mentioned in the EOI document. 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 from the technically qualified bidders. Further, RailTel reserves the right to have negotiation with the CSP. L1 means the lowest Service Charges quoted by the firm.
- Final PO to the bidder shall be issued at the estimated total cost as per the Annexure-04 A.

3.8 As of now, EOI response from interested partners is invited considering that the selected partner will be responsible for delivering of complete ‘Scope of Work’. However, RailTel at its discretion, may take- up a certain portion / percentage of ‘Scope of Work’ by communicating to the CSP at any point of time during the engagement period. (The day at which ‘CSP’ is declared, will mark the start of engagement period. The period will be valid till completion of the work. The engagement period will get auto-extended to the period RailTel serves CoR for the concerned work, unless terminated earlier by RailTel as per terms and conditions mentioned in this EOI document). In this scenario, commercial engagement with the CSP will be for that portion / percentage only, which has not been taken by RailTel. Accordingly, resultant value of work will be derived on the basis of

negotiated (in case) commercial bid of the CSP.

- 3.9 Validity of the submitted bid (technical and commercial) should be 180 days from the last date of submission of bid.
- 3.10 RailTel will issue the final work order to the selected L1 bidder on acceptance of the LOA.

4. Compliance Requirements and Eligibility Criteria for Interested Bidders

- 4.1 The interested bidder should be an Empanelled Partner with RailTel on the last date of bid submission of EOI & has to provide relevant document.
- 4.2 The interested bidder should submit Earnest Money Deposit (EMD) in the format as mentioned in this EOI document along with the bid.
- 4.3 The interested bidder should be in compliance to insertion of Rule 144(xi) in the GFR, 2017 vide office OM no. 6/18/2019-PPD dated 23-July-2020 issued by Ministry of Finance, Government of India, including revisions.
- 4.4 The interested bidder should submit an undertaking for maintaining of 'Local Content Compliance' and shall submit a certificate mentioning the 'Local Content Percentage' duly signed and stamped by CA/ statutory auditor or cost auditor or authorised signatory of the interested partner.
- 4.5 The bidder has to mandatorily provide all Annexures of this EOI.
- 4.6 The interested bidder should not be backlisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body on the last date of submission of EOI. This should be provided on letterhead duly signed and stamped by authorised signatory.
- 4.7 There should not be any ongoing or past, arbitration case(s) between 'RailTel or Organizations under Indian Railways' and 'Interested Bidder' on the last date of submission of EOI. This should be provided on letterhead duly signed and stamped by authorised signatory.
- 4.8 The interested bidder shall not have a conflict of interest with one or more bidding parties. Participation of interested bidder(s) with a conflict-of-interest situation will result in the disqualification of all

bids in which it is involved. A bidder may be in a conflict of interest with one or more parties if including but not limited to:

- a) Have controlling shareholders as his/her family members viz. spouse, son, daughter, father, mother or brother etc. in common or;
- b) Have a relationship with each other directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another interested partner.

4.9 The interested partner should have a valid Goods and Service Tax Identification Number (GSTIN), as on the last date of submission of EOI.

4.10 In addition to above clauses, bid of interested bidder should be in compliance to terms and conditions and technical requirements of the EOI document.

Note: The interested bidder should submit duly signed and stamped EOI cover letter as per the format mentioned at Annexure-01 of this EOI document, as unconditional acceptance of all terms and conditions of this EOI.

5. Proposal Preparation and Submission Cost

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

6. Amendment to EOI Document

At any time prior to the deadline for submission of bids, RailTel, may, for any reason can modify the EOI document by an amendment. All the amendments made in the document would be informed by displaying on RailTel's (www.railtelindia.com) website only. The interested bidders are advised to visit the RailTel website on regular basis for checking necessary updates. RailTel also

reserves the rights to amend the dates mentioned in this EOI for bid process. RailTel may, at its discretion, extend the last date for receipt of EOI response.

7. Bid Validity

- 7.1. Bid of Interested partners shall remain valid for the period of 180 days from the last date of submission of EOI, as mentioned in this EOI document.
- 7.2. RailTel may request for an extension of the period of validity. The validity of the 'EMD', should also be suitably extended if the duration of work awarded to RailTel is extended by CoR. The request and the responses thereto shall be made in writing through e-mail communication only. Further, whenever the bid validity extension is submitted by the interested partner, it should be ensured by interested partner that their PBG related to the empanelment should have minimum validity of 90 days from the last date of extended bid validity period.

8. Right to Terminate the Process

RailTel may terminate the EOI process at any time without assigning any reason. RailTel makes no commitments, express or implied, that this process will result in a business transaction with anyone. This EOI does not constitute an offer by RailTel. The interested bidder's participation in this process may result in RailTel selecting the CSP to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by RailTel to execute a contract or to continue negotiations. RailTel may terminate negotiations at any time without assigning any reason

9. Language of Bid

The bid prepared by the interested partner and all correspondence and documents relating to the bids exchanged by the bidder and RailTel, shall be written in English Language, provided that any printed literature furnished by the Bidder in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Authorised Signatory of the interested partner.

10. Submission of Bid

- 10.1 The interested bidder should take into account all corrigendum to this EOI document that have been published before submitting their EOI response. The bid is to be submitted in the mode as mentioned in this EOI document. EOI response submitted in any other mode will not be entertained.
- 10.2 Interested bidders in their own interest are advised to submit the EOI response well in time before the last date and hence to avoid any inconvenience at the last moment.
- 10.3 An Organization / Interested Bidder can submit only 'One EOI Response'. Submission of multiple EOI Response by interested bidder(s) may lead to rejection of all of its bid.
- 10.4 Bid is to be submitted online mode only on <https://railtel.enivida.com/> before the last date of submission of bid.

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

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

12. Payment Terms

12.1. Payment will be on '**back-to-back**' basis. No advance will be payable to Business Partner, if any advance received by RailTel from customer. Payment will be released after receiving the invoice for the work / services and after RailTel has received the payment from CoR for the same work / services. Any deduction /Penalties levied by CoR on invoices of RailTel will be carried **back-to-back** and will be deducted from CSP's invoices, subject to the cause to deduction / penalty is due to deviation in terms and conditions of service standards by the CSP. The consideration will be paid by RailTel to the Business Partner against monthly invoices raised on completion of each month for the services provided. Such payments shall be made within fifteen days of the receipt of the said invoices along with required documents. TDS will be deducted as per prevailing rates. The consideration aforementioned is all inclusive and no other amounts will be payable to the Business Partner by RailTel on any account whatsoever, unless otherwise specifically agreed to in writing.

12.2. Documents list required at the time of payment/invoice submission by selected bidder shall be: -

- i. Tax invoice/e-invoice.
- ii. Salary sheet for the month with details of allowances & recoveries,
- iii. EPF challans,
- iv. ESI challans/ Insurance proof as applicable
- v. Bank Statement as proof of payment to employees,
- vi. Certificate pertaining regarding compliance of Shramikkalyan portal
- vii. Any other Labour Law Compliance as applicable along with supporting documents.
- viii. Declaration of Police verification in respect of outsourced staff deployed by the Business Partner.
- ix. Verified Attendance report for the month of the claim of the payment.
- x. Undertaking that the wages paid are as per applicable Minimum Wages Act.

12.3. Bill passing authority will be DGM/MKTNR and bill paying authority will be JGM/Fin/NR.

13. Performance Bank Guarantee (PBG)

- 13.1 The CSP shall at its own expense, deposit with department, within fifteen (15) days of the notification of award (done through issuance of the LOA/Purchase Order / Work Order etc.) and communicated through email, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized/ Commercial Scheduled Indian Bank as per the format enclosed in this EOI, payable on demand, for the due performance and fulfilment of the contract by the CSP. This PBG will be for an amount of '**05 (%)**' of the contract value including all taxes, failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of LOA/PO. All charges whatsoever such as premium, commission, etc. with respect to the PBG shall be borne by the CSP. Besides, if the total BG amount comes upto ₹05 Lakhs, then same may be deposited through DD/RTGS/NEFT. Along with submission of PBG, CSP needs to submit PBG issuing bank's SFMS report. The SFMS report is also to be submitted in case of renewal / extension of PBG.
- 13.2 The PBG shall be valid until 3 months beyond the last date of the contract period. The PBG may be discharged / returned by RailTel upon being satisfied that there has been due performance of the

obligations of the CSP under the contract. However, no interest shall be payable on the PBG. In the event, CSP being unable to service the contract for whatsoever reason, RailTel would invoke the PBG at its discretion. Notwithstanding and without prejudice to any rights whatsoever of RailTel under the contract in the matter, the proceeds of the PBG shall be payable to RailTel as compensation for any loss resulting from the CSP's failure to complete its obligations under the contract. RailTel shall notify the CSP in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the CSP is in default.

- 13.3 RailTel shall also be entitled to make recoveries from the CSP's bills, PBG or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- 13.4 If the service period gets extended by virtue of extension of same by CoR, submitted PBG should also be amended (value and period) accordingly by the CSP.
- 13.5 During the contract period, RailTel may issue Purchase Order(s) for the additional works/ services ordered by CoR (in case) to RailTel. In such scenario(s) also, Clause No. 13.1. to Clause No. 13.4. are to be followed by the CSP.
- 13.6 In case the CoR has sought PBG of the contract in the terms of Indemnity Bond from RailTel, the selected bidder has to provide the equivalent value PBG from scheduled Bank to RailTel. No Indemnity Bond from Selected Bidder will be accepted in lieu of PBG from Scheduled Bank.
- 14 Detail for online SFMS confirmation using the plate form 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.
 - Customer ID: 571916103,
 - Unique identifier for Field 7037: RCIL571916103.

14. Details of Commercial Bid / Financial Bid

- 14.1 Interested partner should submit commercial bid as per format given in the EOI.
- 14.2 The commercial bid should clearly bring out the cost of the goods/ services with detailed break-up of taxes.
- 14.3 The rates mentioned in the commercial bid of the CSP will form basis of commercial transaction between RailTel and bidder.
- 14.4 The quantity of 'Line Items' may vary at the time of placing of Purchase Order or during the Contract Period, as communicated by CoR (in case) to RailTel. In such scenarios, the 'Per Unit' cost will be considered to arrive on contractual amount between RailTel and CSP.
- 14.5 It is also possible that CoR may surrender/ increase, some or all of the quantities of service items ordered to RailTel during the contract period and accordingly the contractual amount between RailTel and CSP shall be considered, at sole discern of RailTel.

15. Duration of the Contract Period

- (1) The contract duration shall be same as of CoR's contract duration with RailTel until otherwise terminated earlier. Indicative contract duration is till for a period of 3 years w.e.f. 01-JUL-2024 to 30-JUN-2027 unless otherwise terminated earlier, as mentioned in this EOI document. The contract duration can be renewed / extended by RailTel at its discretion, in case CoR extends / renews services with RailTel by virtue of extending / renewing / new issuance of one or more Purchase Order(s) placed by CoR to RailTel. **An agreement (as per annexure-13) shall need to be signed by the successful bidder at the quoted/ agreed rate as per the terms & conditions of the EOI. Agreement will be signed after issuance of ERP based PO to vendor and submission of PBG by the successful bidder.**

16. Restrictions on 'Transfer of Agreement'

The CSP shall not assign or transfer its right in any manner whatsoever under the contract / agreement to a third party or enter into any agreement for sub-contracting and/or partnership relating to any subject matter of the contract / agreement to any third party either in whole or in any part i.e., no sub-contracting / partnership / third party interest shall be created

17. Suspension, Revocation or Termination of Contract / Agreement

- 17.1 RailTel reserves the right to suspend the operation of the contract / agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities, in such a situation, RailTel shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the contract / agreement will not be a cause or ground for extension of the period of the contract / agreement and suspension period will be taken as period spent. During this period, no charges for the use of the facility of the CSP shall be payable by RailTel.
- 17.2 RailTel may, without prejudice to any other remedy available for the breach of any conditions of agreements, by a written notice of Three (03) month or as per CoR tender condition whichever is earlier issued to the CSP, terminate/or suspend the contract / agreement under any of the following circumstances:
- i. The CSP failing to perform any obligation(s) under the contract / agreement.
 - ii. The CSP failing to rectify, within the time prescribed, any defect as may be pointed out by RailTel.
 - iii. Non adherence to Service Level Agreements (SLA) which RailTel has committed to CoR for the pertinent tender.
 - iv. The CSP going into liquidation or ordered to be wound up by competent authority.
 - v. If the CSP is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to RailTel in writing. In that case, the written notice can be modified by RailTel as deemed fit under the circumstances. RailTel may either decide to issue a termination notice or to continue the agreement by suitably modifying the conditions, as deemed fit under the circumstances.
 - vi. It shall be the responsibility of the CSP to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of contract / agreement is

pending and if the Quality of Performance of Solution is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of which CSP's PBG related to contract / agreement along with PBG related to the Empanelment Agreement with RailTel shall be forfeited, without any further notice.

- vii. Breach of non-fulfillment of contract / agreement conditions may come to the notice of RailTel through complaints or as a result of the regular monitoring. Wherever considered appropriate RailTel may conduct an inquiry either Suo- moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the successful bidder or not. The CSP shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry. In case of default by the CSP in successful implementation and thereafter maintenance of services / works as per the conditions mentioned in this EOI document, the PBG(s) of CSP available with RailTel can be forfeited.

18. Dispute Settlement

- 18.1 In case of any dispute concerning the contract / agreement, both the CSP and RailTel shall try to settle the same amicably through mutual discussion / negotiations. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and Conciliation 1996 or any amendment thereof. Place of Arbitration shall be New Delhi.
- 18.2 The arbitral tribunal shall consist of the Sole Arbitrator. The arbitrator shall be appointed by the Chairman & Managing Director (CMD) of RailTel Corporation of India Ltd.
- 18.3 All arbitration proceedings shall be conducted in English.

19. Governing Laws

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

20. Statutory Compliance

- 20.1 During the tenure of this Contract nothing shall be done by CSP in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof and shall keep RailTel indemnified in this regard.
- 20.2 The Bidder shall comply and ensure strict compliance by his/her employees and agents of all applicable Central, State, Municipal and Local laws and Regulations and undertake to indemnify RailTel, from and against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule, including but not limited to the claims against RailTel or its Customer under Employees Compensation Act, 1923, The Employees Provident Fund and Miscellaneous Provisions Act, 1952, The Contract Labour (Abolition and Regulation) Act 1970, Factories Act, 1948, Minimum Wages Act and Regulations, Shop and Establishment Act and Labour Laws which would be amended/modified or any new act if it comes in force whatsoever, and all actions claim and demand arising therefrom and/or related thereto.
- 20.3 Special Conditions of Business Partner for mandatory updation of labour data on Railway's Shramik kalyan portal by business Partner.

21. Intellectual Property Rights

- 21.1 Each party i.e., RailTel and CSP, acknowledges and agree that the other party retains exclusive ownership and rights in its trade secrets, inventions, copyrights, and other intellectual property and any hardware provided by such party in relation to this contract / agreement.
- 21.2 Neither party shall remove or misuse or modify any copyright, trade mark or any other proprietary right of the other party which is known by virtue of this EOI and subsequent contract in any circumstances.

22. Severability

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

23. Force Majeure

- 23.1 If during the contract period, the performance in whole or in part, by other party, of any obligation under this is prevented or delayed by reason beyond the control of the parties including war, hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the parties), fire, floods, earthquakes, natural calamities or any act of GOD (hereinafter referred to as EVENT) , provided notice of happenings of any such event is given by the affected party to the other, within twenty one (21) days from the date of occurrence thereof, neither party shall have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided service under this contract shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.
- 23.2 In the event of a Force Majeure, the affected party will be excused from performance during the existence of the force Majeure. When a Force Majeure occurs, the affected party after notifying the other party will attempt to mitigate the effect of the Force Majeure as much as possible. If such delaying cause shall continue for more than sixty (60) days from the date of the notice stated above, the party injured by the inability of the other to perform shall have the right, upon written notice of thirty (30) days to the other party, to terminate this contract. Neither party shall be liable for any breach, claims, and damages against the other, in respect of non-performance or delay in performance as a result of Force Majeure leading to such termination.

24. Indemnity

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

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

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

25. Limitation of Liability towards RailTel

- 25.1 The CSP liability under the contract shall be determined as per the Law in force for the time being. The CSP shall be liable to RailTel for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the CSP and its employees (direct or indirect), including loss caused to RailTel on account of defect in goods or deficiency in services on the part of CSP or his agents or any person / persons claiming through under said CSP, However, such liability of the CSP shall not exceed the total value of the contract.
- 25.2 This limit shall not apply to damages for bodily injury (including death) and damage to real estate property and tangible personal property for which the CSP is legally liable.

26. Confidentiality cum Non-disclosure

- 26.1 The Receiving Party agrees that it will not disclose to third party/parties any information belonging to the Disclosing Party which is provided to it by the Disclosing Party before, during and after the execution of this contract. All such information belonging to the Disclosing Party and provided to the Receiving Party shall be considered Confidential Information. Confidential Information includes prices, quotations, negotiated issues made before the execution of the contract, design and other related information. All information provided by Disclosing Party to the Receiving Party shall be considered confidential even if it is not conspicuously marked as confidential.
- 26.2 Notwithstanding the foregoing, neither Party shall have any obligations regarding non-use or non-disclosure of any confidential information which:
- a) Is already known to the receiving Party at the time of disclosure:
 - b) Is or becomes part of the public domain without violation of the terms hereof;
 - c) Is shown by conclusive documentary evidence to have been developed independently by the Receiving Party

without violation of the terms hereof:

- d) Is received from a third party without similar restrictions and without violation of this or a similar contract.

- 26.3 The terms and conditions of this contract, and all annexes, attachments and amendments hereto and thereto shall be considered Confidential Information. No news release, public announcement, advertisement or publicity concerning this contract and/or its contents herein shall be made by either Party without the prior written approval of the other Party unless such disclosure or public announcement is required by applicable law.
- 26.4 Notwithstanding the above, information may be transmitted to governmental, judicial, regulatory authorities, if so, required by law. In such an event, the Disclosing Party shall inform the other party about the same within 30 (thirty) Days of such disclosure.
- 26.5 This Confidentiality and Non- Disclosure clause shall survive even after the expiry or termination of this contract.

27. Assignment

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

28. Insurance

The CSP agrees to take insurances to cover all the elements of the project under this EOI including but not limited to Manpower, Hardware, Software etc. as per scope of work and validity of insurance should be upto the date of complete execution and acceptance from the customer of RailTel.

29. Exit Management

29.1 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.

29.2 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).

29.3 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.

- 29.4 Rights of Access to Information: Besides during the contract period, during the exit management period also, if asked by RailTel in writing, the CSP shall be obliged to provide an access of information to RailTel and / or any Replacing Vendor in order to make an inventory of the Assets (including hardware / software / active / passive), documentations, manuals, catalogues, archive data, Live data, policy documents or any other related material.

Note: RailTel at its sole discern may not enforce any or all clauses / sub-clauses under the 'Exit Management' clause due to administrative convenience or any other reasons as deemed fit.

30. Liquidated Damages

- If the successful bidder fails to execute the work within the time specified in this EOI or within the period of extension granted, RailTel may deduct penalty at the rate of 0.5% on per week or part thereof on the uncompleted portion of work (rounded off to the nearest whole number) for the actual delay, if delay is on successful bidder account, occasioned beyond the appointed time by which the work shall have been completed under the contract.
- The total value of LD/penalty shall be deducted from the vendor bills as deducted by the Customer of RailTel (CoR) on back to back basis.
- If the total value of penalty on account of delay in implementation exceeds 10%, RailTel will be within its rights to terminate the contract.

31. Waiver

Except as otherwise specifically provided in the contract, no failure to exercise or delay in exercising, any right, power or privilege set forth in the contract will operate as a waiver of any right, power or privilege.

32. Local Content Compliance:

- a) Only 'Class-I local supplier' and Class-II local supplier', as defined under the order no.- P-45021/2/2017 -PP (BE-II) dt. 4thJune 2020 issued by Ministry of Commerce and Industry and reiterated by Railway Board Order no.- 2020/RS (G)/779/2 dt.12.06.2020, shall be eligible to bid in this EOI.

Subsequent OM no. P-45021 dt.21.06.2017, PP-(BE-II) (E-1588) dt. July 27, 2020, OM No. P-45021/130/2020PP(BE-II)(E-435185) dt. July 9, 2020, OM No. P-45021/2/2017-PP(BE-II) dated September 16, 2020 of Ministry of Commerce and Industry shall also be applicable.

- b) 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% , as defined in the aforesaid order.
- c) 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50% , as defined in the aforesaid order.
- d) 'Non local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to or 20%, as defined in the aforesaid order. Any offer submitted entity shall not be considered.
- e) The margin of Purchase Preference to 'Class-I local supplier' shall be 20%, 'Class-II local supplier', 'Non local supplier' shall not be eligible for any purchase preference in this tender.

i. The Subject tender is not divisible in nature and the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non local supplier'. Class-II local supplier' will not get any purchase preference.

- ii. The procedure to be followed in this tender shall be as per para 3 A (c) of the aforesaid order.
- iii. Verification of local content:- The bidders are required to furnish required certificate as defined in Para-9 of the order no.- P-45021/2/2017-PP (BE-II) dt. 4thJune 2020. Submission of the requisite certificate as defined in Para-9 as mentioned above is mandatory.

33. Work Execution Time:

Bidder has to provide the manpower w.e.f. 01-JUL-2024. In this regard, bidder has to provide the complete the work as per the scope of work as mentioned in the Annexure-12 immediately from the date of Advance LOA/Purchase order.

34. Changes in Contract Agreement

No modification of the terms and conditions of the Contract Agreement shall be made except by written amendments signed by the both CSP and RailTel.

Annexure - 01

EOI COVER LETTER (On Organization Letter Head)

Eoi Ref No.: _____

Dated: XX-XX-XXXX

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

Dear Sir,

1. I, the undersigned, on behalf of M/s, having carefully examined the referred EOI offer to participate in the same, in full conformity with the said EOI and all the terms and conditions thereof, including corrigendum issued till last date of submission of EOI. It is also undertaken and submitted that we are in abidance of Clause 4 (from Clause 4.1 to Clause 4.11) of EOI.
2. I agree to abide by this Proposal, consisting of this letter, our Pre-qualification, Technical and Commercial Proposals, for a period of _____ days from the date fixed for submission of Proposals as stipulated in the EOI and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Commercially Suitable Partner (CSP) for the aforesaid Service, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
4. I undertake, if our Bid is accepted, to commence our services as per scope of work as specified in the contract document.
5. Until a formal Purchase Order or Contract is prepared and executed, this Bid and supplement / additional documents submitted (if any), together with your written acceptance thereof in your notification of award shall constitute a binding contract

between us.

6. I hereby undertake and give unconditional acceptance for compliance of all terms & conditions of CoR RFP issued vide ref no. _____ Dated: _____ on e-tender portal, against this EOI based customer's requirement.

7. I hereby undertake that there will be no deviation from the Terms and Conditions of EOI and CoR 's RFP issued vide ref no.: _____ Dated: _____ on _____ portal.

Signature of Authorised Signatory

Name:

Designation:

**Local Content Compliance
(On Organization Letter Head)**

EoI Ref No.: _____ Date: XX-XX-XXXX

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

Dear Sir,

I, the undersigned, on behalf of M/s _____, hereby submits that our technical solution for the 'Scope of Work' mentioned under the EoI document is in compliance of local content requirement and makes us equivalent to 'Class-I local supplier' / 'Class-II local supplier' (mention whichever is applicable) for the EoI under reference, as defined under the order No. P-45021/2/2017- PP(BE-II) dt. 04-June-2020 issued by Ministry of Commerce and Industry, Govt. of India.

I hereby certify that M/s _____ fulfills all requirements in this regard and is eligible to be considered and for the submitted bid Local Content Percentage is _____ % (write in figures as well as in words).

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

Signature of Authorised Signatory

Name:

Designation:

CHECKLIST OF DOCUMENTS FOR BID SUBMISSION

S.No.	Type	Description	Page No.
1	Empanelment	Bidder must be empanelled with RailTel as business associate, Business partner, System Integrator.	
2	POA	The bid should be duly signed and submitted by Authorised Signatory. The bidder has to submit notarized of non-judicial stamp paper of appropriate value Power of Attorney having authorised signatory's nomination along with board resolution in favour of power of attorney	
3	EMD payment	EMD payment	
4	Non- Black Listing	Bidder should not be backlisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body on the last date of submission of EOI	
5	Land border sharing	Compliance to insertion of Rule 144(xi) in the GFR, 2017 vide office OM no. 6/18/2019-PPD dated 23-July-2020 issued by Ministry of Finance, Government of India, including revisions	
6	No- arbitration with RailTel	There should not be any ongoing or past, arbitration case(s) between 'RailTel or Organizations under Indian Railways' and 'Interested Bidder' on the last date of submission of EOI	
7	Unconditional Acceptance of EOI	Undertaking on letter head duly signed and stamped by authorised signatory for unconditional Acceptance of the Scope of work and any Other/General Document of CoR Tender RFP along with all the corrigendum and addendum and EOI.	
8	Turnover	The bidder must have cumulative turnover of at least Rs. 23.88 Cr. in the previous three financial years and the current financial year up to the date of inviting of EOI.	

S.No.	Type	Description	Page No.
9	Work Experience	The bidder should have executed project for FMS services during preceding three financial year (current year and Three previous Financial years) as on date of inviting of EOI as per following: 4. One similar works costing not less than the amount of Rs. 5.58 Cr. OR 5. Two similar works each costing not less than the amount of Rs. 3.19 Cr. OR 6. Three similar works each costing not less than the amount of Rs. 2.39 Cr. Definition of similar work: The similar nature of work shall mean Facility Management Service (with supply of Technical manpower). Technical Manpower means qualification with BE/B. Tech/M. Tech/MCA/PGCDA/Diploma and any other engineering domain. Any PO where deployment/Supply of technical manpower is a component shall also be considered.	
10	PO in terms of Manpower supplied	The bidder must have successfully deployed at least 47 number of Manpower in a single PO in the last three FY.	
11	Document	Copies of the registration certificates, registration with the • Regional Labour Commissioner, • EPF registration, • ESI registration, • PAN Card, • GST Registration certificate & Registration under applicable Labour Laws.	
12	Existence in the FMS business	Bidder has to be in the field of FMS business since at least three years.	
13	Certification	The bidder must have certificates mentioned below a. ISO 9001:2015 or Latest b. ISO 27001:2013 or latest c. ISO 20000-1:2018 or latest d. The bidder company registered in India	

S.No.	Type	Description	Page No.
		should have Minimum CMMI Level 3 and higher certificate. The certificate should be valid as on the date of submission of the bid and should be in the name of the Bidder. Certificate issued in name of subsidiaries will not be accepted.	
14	Organization strength	The Bidder should have at least 141 technically qualified manpower in their payroll as of date of submission of bid	
15	Other Document	Bidder has to submit the other document as mentioned in EOI	
Annexures			
1	Annexure - 01	EOI COVER LETTER	
2	Annexure - 02	Local Content Compliance	
3	Annexure – 03	CHECKLIST OF DOCUMENTS FOR BID SUBMISSION	
4	Annexure – 04	Commercial Bid	
5	Annexure - 05	PROFORMA FOR PERFORMANCE BANK GUARANTEE	
6	Annexure-06	Non-Disclosure Agreement	
7	Annexure 07	Technical Compliance	
8	Annexure 08	Pre-Bid Agreement	Not Applicable
9	Annexure 09	Integrity pact	
10	Annexure 10	EMD BANK GUARANTEE FORMAT	
11	Annexure – 11	AFFIDAVIT form	
12	Annexure – 12	Compliance for the Scope of Work	
13	Annexure – 13	Agreement	Will be executed with the successful bidder

Note:

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

Signature of Authorised Signatory

Name:

Designation:

Annexure – 04

Commercial Bid



RailTel Corporation of India Ltd
6th Floor, Block-III, Delhi IT Park
Shastri Park, New Delhi-110053

To,

General Manager (Mktg),
RailTel Corporation of India Limited, Northern Region,
6th Floor, 3rd Block, Delhi IT Park, Shastri Park, New Delhi-110053
EOI NO. RCIL/NR/RO/EOI/Mktg/CoR-EOI/2024-25/01/FMS dated 17-JUN-2024

Name Of Work:- “Selection of Business Partner from RailTel’s Empaneled Partners for Hiring of IT Recourses for Managing & Sustaining IT services for a period of Three Year for a Customer of RailTel (CoR) located in Delhi.”.

Name of Company/Firm		M/s	
S.No	Item	Qty	Estimated Cost (In Rs.) Incl. of tax
A	B	C	d
1	“Selection of Business Partner from RailTel’s Empaneled Partners for Hiring of IT Recourses for Managing & Sustaining IT services for a period of Three Year for a Customer of RailTel (CoR) located in Delhi.”	(As per the SOR - Annexure-4A)	15,91,75,713
Total Estimated Cost (Incl. tax)			Rs. 15,91,75,713 /-
Amount in Words: Rupees Fifteen Crore Ninety One Lakh Seventy Five Thousand Seven Hundred Thirteen Only.			
Tenderer's offer: "I /We hereby offer to do the work at following Service admin Charge			
Total Service Admin Charge %			

Note: -

- 1. The bidder quoted the Lowest Service admin Charge %, shall be treated as L1 bidder.**
- 2. Bidder has to quote the % of Service Charge w.r.t. complete scope of the work as mentioned in the EOI.**
- 3. Final PO shall be issued to the successful L1 bidder at the estimated cost of Rs. 15,91,75,713/- (Incl. of Taxes) for three years period which include Service Admin Charge of the bidder.**

Annexure-04A					
S. No.	Designation	Stage	Qty required as per PO	Per Month Cost	Total cost per month including Service Admin Charge
a	b	c	d	e	f = e*d
1	System Integrator	5	1	1,26,242	1,26,242
2	System Integrator	3	2	1,04,332	2,08,664
3	System Integrator	2	2	94,847	1,89,694
4	System Integrator	1	3	86,225	2,58,675
5	Sr. Software Developer/Team Leader	4	1	1,29,046	1,29,046
6	Sr. Software Developer/Team Leader	3	1	1,17,314	1,17,314
7	Sr. Software Developer/Team Leader	2	1	1,06,649	1,06,649
8	Software Developer	5	3	80,240	2,40,720
9	Software Developer	4	12	72,945	8,75,340
10	Software Developer	3	6	66,314	3,97,884
11	Software Developer	2	3	60,285	1,80,855
12	Operation Asst/IT Assistant/Office Assistant	3	4	50,871	2,03,484
13	Operation Asst/IT Assistant/Office Assistant	2	6	46,246	2,77,476
14	Operation Asst/IT Assistant/Office Assistant	1	2	42,042	84,084
Total			47		33,96,127
Total for 1st year without Tax				A	4,07,53,524
Total for 1st year with Tax @ 18%				$B = A + A * 18\%$	4,80,89,158
2nd year with 10% escalation Incl. Tax				$C = B + B * 10\%$	5,28,98,074
3rd Year with 10% Escalation				$D = C + C * 10\%$	5,81,87,881
Total Cost for Three years Incl. Tax				$E = B + C + D$	15,91,75,113

Annexure - 05

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

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

1. In consideration of the RailTel Corporation of India Limited (CIN : L64202DL2000GOI107905), having its registered office at Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi – 110023 (herein after called “RailTel”) having agreed to exempt (CIN:) having its registered office at (hereinafter called “the said Contractor”) from the demand, under the terms and conditions of Purchase Order No. dated..... made between RailTel and for (hereinafter called “the said Agreement”) of security deposit for the due fulfilment by the said Contractor of the terms and condition contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs..... Only). We (indicate the name and address and other particulars of the Bank) (hereinafter referred to as ‘the Bank’) at the request of contractor do hereby undertake to pay RailTel an amount not exceeding Rs. (Rs Only) against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Agreement.
2. We, the Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage by the said Contractor of any of terms or conditions contained in the said Agreement by reason of the Contractor’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs (Rs Only).
3. We, the Bank undertake to pay the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
4. We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before We shall be discharged from all liability under this Guarantee thereafter.

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

This Guarantee will not be discharge due to the change in the constitution of the Bank or the Contractor. (Indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of RailTel in writing.

Dated the Day of 2023 for (Name of Bank)

In the presence of Witnesses:

Signature With Date	Signature With Date
Name:	Name:
Designation:	Designation:

Encl: SFMS PBG Report

Annexure-06

NON-DISCLOSURE AGREEMENT
(On Non-Judicial Stamp Paper of Rs. 100)

This Non-Disclosure Agreement (this "Agreement") is made and entered into on this _____ day of _____, 20XX (the "Effective Date") at _____.

By and between

RailTel Corporation of India Limited, (CIN: L64202DL2000GOI107905), a Public Sector Undertaking under Ministry of Railways, Govt. of India, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower -2, East Kidwai Nagar, New Delhi-110023 & Northern Region office at 6th Floor, 3rd Block, Delhi IT Park, Shastri Park, New Delhi - 110053, (hereinafter referred to as 'RailTel'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of the ONE PART,

And

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

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

WHEREAS, RailTel and _____, each possesses confidential and proprietary information

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

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

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

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

1. Permitted Use.

a) Receiving Party shall:

- i. hold all Information received from Disclosing Party in confidence;
- ii. use such Information for the purpose of evaluating the possibility of entering into a commercial arrangement between the Parties concerning such Information; and

- iii. restrict disclosure of such Information to those of Receiving Party's officers, directors, employees, affiliates, advisors, agents and consultants (collectively, the "Representatives") who the Receiving Party, in its reasonable discretion, deems need to know such Information, and are bound by the terms and conditions of (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement.
 - b) The restrictions on Receiving Party's use and disclosure of Information as set forth above shall not apply to any Information that Receiving Party can demonstrate:
 - i. is wholly and independently developed by Receiving Party without the use of Information of Disclosing Party;
 - ii. at the time of disclosure to Receiving Party, was either (A) in the public domain, or (B) known to Receiving Party;
 - iii. is approved for release by written authorization of Disclosing Party; or
 - iv. is disclosed in response to a valid order of a court or other governmental body in the India or any political subdivision thereof, but only to the extent of, and for the purposes set forth in, such order; provided, however, that Receiving Party shall first and immediately notify Disclosing Party in writing of the order and permit Disclosing Party to seek an appropriate protective order.
 - c) Both parties further agree to exercise the same degree of care that it exercises to protect its own Confidential Information of a like nature from unauthorized disclosure, but in no event shall a less than reasonable degree of care be exercised by either party.
2. **Designation.**
- a) Information shall be deemed confidential and proprietary and subject to the restrictions of this Agreement if, when provided in:
 - i. written or other tangible form, such Information is clearly marked as proprietary or confidential when disclosed to Receiving Party; or
 - ii. oral or other intangible form, such Information is identified as confidential or proprietary at the time of disclosure.
3. **Cooperation.** Receiving Party will immediately give notice to Disclosing Party of any unauthorized use or disclosure of the Information of Disclosing Party.
4. **Ownership of Information.** All Information remains the property of Disclosing Party and no license or other rights to such Information is granted or implied hereby.
- Notwithstanding the foregoing, Disclosing Party understands that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Information of the Disclosing Party. Notwithstanding anything to the contrary, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop products, or have products developed for it, that, without violation of this Agreement, compete with the products or systems contemplated by Disclosing Party's Information.
5. **No Obligation.** Neither this Agreement nor the disclosure or receipt of Information hereunder shall be construed as creating any obligation of a Party to furnish Information to the other Party or to enter into any agreement, venture or relationship with the other Party.
6. **Return or Destruction of Information.**
- a) All Information shall remain the sole property of Disclosing Party and all materials containing any such Information (including all copies made by Receiving Party) and its Representatives shall be returned or destroyed by

Receiving Party immediately upon the earlier of:

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

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

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

8. Notice.

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

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

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

RailTel Corporation of India limited:

Attn:

Address:

Phone:

Email.:

Attn:

Address:

Phone:

Email

9. Term, Termination and Survivability.

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

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

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

a single agreement

12. No Definitive Transaction. The Parties hereto understand and agree that no contract or agreement with respect to any aspect of a potential transaction between the Parties shall be deemed to exist unless and until a definitive written agreement providing for such aspect of the transaction has been executed by a duly authorized representative of each Party and duly delivered to the other Party (a "Final Agreement"), and the Parties hereby waive, in advance, any claims in connection with a possible transaction unless and until the Parties have entered into a Final Agreement.
13. Settlement of Disputes:
 - a) The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or
 - b) consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.
 - c) In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.
14. The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the part
15. CONFIDENTIALITY OF NEGOTIATIONS
Without the Disclosing Party's prior written consent, the Receiving Party shall not disclose to any Person who is not a Representative of the Receiving Party the fact that Confidential Information has been made available to the Receiving Party or that it has inspected any portion of the Confidential Information or that discussions between the Parties may be taking place.
16. REPRESENTATION
The Receiving Party acknowledges that the Disclosing Party makes no representation or warranty as to the accuracy or completeness of any of the Confidential Information furnished by or on its behalf. Nothing in this clause operates to limit or exclude any liability for fraudulent misrepresentation.
17. ASSIGNMENT
Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of each of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.
18. EMPLOYEES AND OTHERS
Each Party shall advise its Representatives, contractors, subcontractors and licensees, and shall require its Affiliates to advise their Representatives, contractors, subcontractors and licensees, of the obligations of confidentiality and non-use under this Agreement, and shall be responsible for ensuring compliance by its and its Affiliates' Representatives, contractors, subcontractors and licensees with such obligations. In addition, each Party shall require all persons and entities who are not employees of a Party and who are provided access to

the Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions no less stringent than those set forth in this Agreement. Each Party shall promptly notify the other Party in writing upon learning of any unauthorized disclosure or use of the Confidential Information by such persons or entities.

19. NO LICENSE

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

20. RELATIONSHIP BETWEEN PARTIES:

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

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

22. MISCELLANEOUS.

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

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

By: Name: Title:	RailTel Corporation of India Limited By: Name: Title:
---	---

Witnesses: 1

Witnesses: 2

Annexure 7

Technical Compliance

Eoi Ref. No.: _____ Date: XX-XX-XXXX

Business Associates are requested to mention the details of compliance of technical solution proposed.

S.No.	Scope Item	Specification as per technical Document	Proposed OEM Name	MAF Provided (Yes/No)	Compliance sheet
A	B	C	D	E	F
1	As per Technical Document	As per Technical Document	To be filled by Bidder	To be filled by Bidder	To be filled by Bidder
2					
3					
4					
5					

Signature of Authorised Signatory
Name:
Designation:

Pre-Bid Agreement

NOT APPLICABLE

Annexure 9**Integrity Pact****Details of IEM**

The following eminent personalities have been appointed as Independent External Monitors (IEMs) by RailTel for effective implementation & monitoring of Integrity Pact:

Name	Contact
Shri. Vinit Kumar Jayaswal	Add: E-34, Brahma Apartments, Plot-7, Sector-7, Dwarka, New Delhi-110075. E-Mail: gkvinit@gmail.com M.No. +91-9871893484
Shri. Punati Sridhar	Add: 8C, Block 4, 14-C Cross, MCHS Colony, HSR 6th Sector, Bangaluru 560102. E-Mail: poonatis@gmail.com M.No. +91-9448105097

Annexure 9 (Annexure-A)

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

2.0above 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 9 (Annexure-B)**GUIDELINES ON BANNING OF BUSINESS DEALINGS****CONTENTS**

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

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.

3.0 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. Interconnected 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.

4.0 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.

5.0 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. 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.
- 5.3 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 alongwith 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.
- 5.4 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.
- 5.5 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.
- 5.6 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.

6.0 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 Willful 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).

7.0 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.

8.0 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.

9.0 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.

10.0 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.

11.0 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.

12.0 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 requests 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.

Annexure 9 (Annexure-C)

INTEGRITY PACT

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

And

....., hereinafter referred to as "The Bidder/ Contractor"

1. 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 Bidder(s) and /or Contractor(s).

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

2. Section 1- Commitments of the Principal

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

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

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any

advantage during tender process or during the execution of the contract.

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

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

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

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

5. Section 4: Compensation for Damages

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

6. Section 5: Previous Transgression

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

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

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

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

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

9. Section 8: Independent External Monitor / Monitors

1. The Principal appoints competent & credible Independent External Monitors for this pact as nominated by the Central Vigilance Commission (CVC) Government of India, from the panel of IEMs maintained by it. The task of the Monitors is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, RailTel.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor.
4. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

Note: However, the documents /records/information having National Security implications and those documents which have been classified as

Secret/Top Secret are not to be disclosed.

6. For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
The advice of the IEM panel is restricted to resolving issues raised by a bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders.
7. The panel of IEMs are expected to submit a joint written report to the CMD, RailTel within 30 days from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the RailTel Board.
9. The IEMs would examine all complaints received by them and give their recommendations/views to the CMD, RailTel at the earliest. They may also send their report directly to the CVO in case of suspicion of serious irregularities requiring legal/administrative action. Only in case of very serious issue having a specific, verifiable vigilance angle, the matter should be reported directly to the Chief Vigilance Commission.
10. The word 'Monitor' would include both singular and plural.
11. In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms & conditions of the contract. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties.

10. Section 9: Pact Duration

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

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

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

11. Section 10: Other Provisions

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

2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. The parties signing the IP shall not approach the Courts while representing the matters to the IEMs and he/she will await the decision in the matter.
6. Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor
7. The Integrity pact shall be deemed to form a part of contract and parties shall be bound by its provision.
8. Issues like warranty/guarantee etc. should be outside the purview of IEMs.
(For & on behalf of the Principal) (For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place: _____
Date: _____

Witness 1:

Witness 1:

Address: _____

Address: _____

Witness 2:

Witness 2:

Address: _____

Address: _____

Annexure 9 (Annexure-D)

Integrity Pact Program

Bringing the practices in Railtel Corporation of India Limited up to the internationally acclaimed best practices for raising integrity levels in procurement of works and services, RailTel is implementing the Integrity Pact Program in line with the recommendation of Central Vigilance Commission (CVC).

The Integrity Pact Program envisages an 'Integrity Pact', an agreement between the prospective Bidders & Contractors and RailTel, committing the persons/officials of both parties, not to exercise any influence on any aspect of the contract.

Coverage:

The Integrity Pact Program will cover the following tenders/procurements:
All tenders relating to procurement of OFC, quad cable, pre-fab shelters, electronic equipments and its installations 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

Implementation:

The accompanying 'Integrity Pact' will be issued along with the bidding documents and will also be uploaded on the website.

Bidder 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. Bidder of foreign origin may submit the Integrity Pact on its company's letterhead, duly signed by the person signing the bid.

If the bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.

The 'Integrity Pact' shall be returned by the Bidder duly signed along with the Bid in a separate envelope, duly superscripted with 'Integrity Pact'.

On behalf of RailTel, the Integrity pact will be signed by the concerned representative of the Projects department in the Bid Opening Committee immediately on receipt of Integrity Pact signed by the Bidder at the time of Bid opening. One copy of the Integrity Pact shall be retained by RailTel and the 2nd copy will be issued to the representative of the bidders during bid opening. If the Bidders representative is not present during the Bid opening, the 2nd copy shall be sent to the bidder by post/courier.

Bidder's failure to submit the Integrity Pact duly signed along with the Bid shall lead to outright rejection of the Bid.

The bidder shall not change the contents of the Integrity pact.

All the pages of the Integrity Pact are to be signed by both RailTel and the Bidder.

Independent External Monitors (IEMs):

1. CMD of RailTel is the authority to appoint Independent External Monitor(s) to oversee Integrity Pact Program's implementation and effectiveness with respect to the tenders/procurements to which Integrity Pact Program applies. For this purpose, CVC would nominate IEMs for RailTel from the panel of IEMs maintained by it. The Terms and Conditions of their appointment would be decided by CMD, RailTel in line with CVC guidelines in the matter.
2. In all tenders covered under the Integrity Pact, particulars of all IEMs, including their email IDs should be mentioned.

3. A copy of such Tender Document shall be forwarded to both IEM's promptly after publishing of the same, Information regarding the contracts awarded against the said Tender shall be provided to the concerned IEM at regular intervals as decided in consultation with CVO. Additional details/documents, if any, shall be furnished to the concerned IEM/IEMs, as and when sought by them.
4. IEM/IEMs shall provide their opinion on the complaints received by them to CMD RailTel at the earliest. They may however send their report directly to the CVO in case of suspicion of serious irregularities requiring legal/administrative action.

Annexure 10

EMD BANK GUARANTEE FORMAT

WHEREAS, _____ [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated _____ [date] Selection of

Implementation Partner from RailTel Empaneled Business Associate for exclusive ARRANGEMENT for the work of "....." [name of Contract] (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We _____

[name of bank] of

_____ [name of country] having our registered office at

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

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

THE CONDITIONS of this obligation are:

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

or

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

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

or

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

or

c) does not accept the correction of the Bid Price;

we undertake to pay to the Employer up to the above amount upon receipt of his first written

demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

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

*

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

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

[Signature, name, and address]* _____ days after the end of the validity period of the Bid.

Annexure 11**FORMAT FOR AFFIDAVIT TO BE UPLOADED BY BA ALONGWITH THE EOI DOCUMENTS**

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

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

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

DEPONENT

SEAL AND SIGNATURE OF THE BA

VERIFICATION

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

DEPONENT

SEAL AND SIGNAURE OF THE BA

Place:

Dated:

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

Annexue-12**Scope of Work:**

Sub: Selection of Business Partner from RailTel's Empaneled Partners for Hiring of IT Recourses for Managing & Sustaining IT services for a period of Three Year for a RailTel customer located in Delhi.

RailTel Corporation of India Limited (RCIL), a Mini Ratna, Central PSU under Ministry of Railways invites open EOI for engaging reputed and experienced Manpower Agency, **for a period of 3 years**, for providing services as given in the '**Scope of the Work**' under their own supervision, at customer offices at New Delhi.

1.0 SCOPE OF WORK

Services in respect of the following categories of jobs/positions should be ensured by deploying suitable manpower under the supervision of engaged Business Partner:

S. No.	Designation	Stage/year of Experience	Qty	Tentative Qualification
1	System Integrator	5	1	Graduate (CS/IT) or Graduate + PGDCA or equivalent
2	System Integrator	3	2	
3	System Integrator	2	2	
4	System Integrator	1	3	
5	Sr. Software Developer/Team Leader	4	1	BE/B.Tech/MCA/MSc (CS/IT) or equivalent
6	Sr. Software Developer/Team Leader	3	1	
7	Sr. Software Developer/Team Leader	2	1	
8	Software Developer	5	3	BE/B.Tech /MCA/MSc (CS/IT)
9	Software Developer	4	12	
10	Software Developer	3	6	
11	Software Developer	2	3	
12	Operation Asst/IT Assistant/Office Assistant	3	4	As per project requirement or any graduate or equivalent
13	Operation Asst/IT Assistant/Office Assistant	2	6	
14	Operation Asst/IT Assistant/Office Assistant	1	2	
Total			47	

Note:

1. All manpower should have knowledge and skill set as per the sheet enclosed for deployment at Customer of RailTel location.
2. Business Partner has to deploy 2 numbers of manpower in addition to the above with following qualification for placement at RCIL RO office

at Shashtri Park for handling the project. Duration of the placement shall be from the date of LOA to the validity of the contract with customer of RailTel. Business Partner has to provide the Laptop to these two number of Manpower for day to day office work. RailTel will not bear any cost in this regard w.r.t. Salary/Laptop or nay other exepnses.

SN	Type of Manpower	Qualification & Experience	Quantity
1	Office Assistant	Graduate with one Year Experience	1
2	Account Assistant	B. Com with One year Experience	1
Note: 1. Place of Posting: RCIL RO Office at Shastri Park 2. Duty Hours: As per the office Hrs. 3. Leave: Per Employee: One Leave per month basis.			

Note 1: The required manpower will be subjected to the screening by the constituted committee of customer of RailTel.

Note 2: Scope of Work Includes:

- (i) Arranging for qualified candidates (3 times the no. of vacancy) preferably from local areas for interview / screening as and when required by RailTel Customer in above categories. Indent of candidates with job profile, educational qualification and experience will be intimated to the business partner as and when required. Business partner is expected to pre-screen the candidates along with verification of antecedents of each candidates (their communication skill, speaking fluency, domain knowledge as per requirement.) before forwarding them to RailTel/RailTel Customer for screening and only the suitable candidates' CVs may be forwarded (This exercise is to be completed within 5 working days). Copy of their document and satisfactory compliance certificate insight of each individual has to be submitted to RailTel/ RailTel customer by the business partner.
- (ii) Issue of Offer letter & Joining letter by the business partner well in time before joining of the candidates. Terms and conditions of the appointment should be indicated in the Offer Letter as well as Joining / Appointment Letter of the business partner which should be binding on the employees so hired. B usiness partner should clearly indicate in their terms and conditions of appointment that the **hiring is purely on temporary basis**. It should also be indicated therein that.
 - No payment shall be made in case is employed is absent on any working day.
 - Any absentee without prior intimation to the user concern shall be treated as indiscipline. On the basis of the written complaint of the user, shall have the sole right to remove any candidate who remains absent for more than 5 working days in a month without any notice.
 - The business partner will be sole responsible for any

- indiscipline, misconduct or any kind of misbehavior done by any of the candidate/employee.
- Performance of the employee will be assessed by the user concerned from time to time and in case the performance is not found satisfactory, the candidate will be removed immediate and the business partner as to provide the substitute with any delay.
- (iii) Back-ground verification of the hired candidates must be done, including Police verification, within one month from the date of joining. Business partner should bear the cost of background verification and submit the declaration of verification.
- (iv) The PF/ESI in respect of hired resources needs to be regularized by the business partner.
- (v) Issue of ID card, ESIC card (where applicable), Medical Insurance Card , Group Accident Insurance Card, generating UAN No. etc well in time of all hired candidates. Medical insurance will be applicable for claims upto Rs. 5 lacs for each employee on hospitalization for more than 24 Hrs.
- (vi) Payment of monthly Salary by 5th day of next month for the preceding month based on Attendance Sheets verified by RailTel customer office for that month.
- (vii) Payment of TA/DA will be made on actual on production of travel document and prior approval of competent authority (from RailTel customer) for undertaking the tour which shall be limited to entitlement of Govt. of India group B officer. The payment of TA/DA shall be re-imbursed on receipt of payment from the RailTel customer.
- (viii) Issues like transfer / withdrawal of PF of employees etc. should be dealt with on priority basis.
- (ix) All communications from RCIL related to services should be dealt with on urgent basis. For this purpose empaneled business Partner should nominate SPOC (Single point of Contact) for escalating any service related matter, if required. A monthly review meeting should also be arranged (Online / Offline) between RailTel, RailTel customer and business Partner.
- (x) **Exit process** of the employees should be finalized expeditiously with provision of timely replacement (after following the due procedures like **No Dues Certificate** from RailTel customer etc.). The Business Partner should facilitate the withdrawal / transfer of PF of such employees leaving and payment of gratuity as per rules.
- (xi) All other related services not mentioned above but fall within the provisions of Man power services will be binding upon the Business Partner.
- (xii) On receipt of the Demand of new candidates, the Business Partner will have to direct minimum 3 candidates for each post for their

interview / walk-in for the particular post after pre-screening them to ensure their suitability with regard to qualification and knowledge about the company.

- (xiii) When the candidate is found selected the details of the candidate including the CVs and copies of educational certificates will be sent to the Business Partner so as to induct his name on the rolls of the Business Partner.
- (xiv) Business Partner will issue the offer of appointment to the candidate with terms and conditions as per the requirement and as per the usual practice of the Business Partner. Once the candidate accepts the offer, the Business Partner will issue appointment letter to the candidate and direct / depute him/her to work at customer location.
- (xv) The candidates so engaged will be purely on outsourced basis and they will be on the roll of the concerned Business Partner.
- (xvi) The verification of authenticity/genuineness of essential qualification certificates will be sole responsibility of the Business Partner.
- (xvii) Hired candidates' Background verification including Police verification will be done by the Agency within one month of hiring and the cost will be borne by the Business Partner y.
- (xviii) The period of hiring of manpower will be as per the requirement of the RailTel customer.
- (xix) The remuneration / salary payable to such outsource employees shall be calculated on the basis of the formula as below.
Remuneration of the Employee is to be fixed on the basis of the below calculation:
 - a. Total Yearly Cost as per SOR: e.g. Rs. 100
 - b. Bidder Quoted Service admin Charge: e.g. 10%
 - c. The CTC of the employee: Rs. 100 – Rs. 100 * 10% = Rs. 90.

Each of the outsource employee should be provided with pay slip every month.

- (xx) Payment of monthly Salary by 5th day of next month for the preceding month based on Attendance Sheets verified by RailTel customer office for that month. Business Partner will have to arrange salaries to their deputed employees through ECS / RTGS directly to their respective bank accounts. **Any instructions in connection with outsource employees sent by RailTel to the Agency should be complied with without delay.**
- (xxi) Agency should take out and keep live **Medical Insurance Policy of Rs.50000/- for each employee with** Medical insurance claims upto Rs. 5 lacs for each employee on hospitalization for more than 24 Hrs. It should provide Medical Insurance card and also mention in Appointment Letter the guidelines for availing such medical facility by the employees. The cost of this medical insurance shall be borne by the Business Partner. Similarly Business Partner should also mention in Appointment Letter the procedure to utilize ESIC facility (if

applicable). Successful Business Partner should also cover all deployed resources by facilitating to take Pradhan Mantri Suraksha Bima Yojana and informing them about its benefits.

- (xxii) The Agency should take out and keep live Accident cum Death Insurance Policy of Rs.100000/- for each employee. This policy should cover all medical expenses (indoor and outdoor) due to any accident. The cost of this Accident cum Death insurance policy shall be borne by the Business Partner.
- (xxiii) After disbursement of salaries the Business Partner will send the GST Invoice to RailTel together with the pay details of staff including the Service charge of the Business Partner etc. along with the salary sheet, **PF Challan** and **ESI contribution Challan** of the **previous month** for release of payment and keeping the records in this office.
- (xxiv) In addition to monthly salaries, the other kind of payments such Contingency reimbursements , cash award, arrears, bonus, annual benefits, Gratuity etc. are not applicable for payment by RailTel the Business Partner.
- (xxv) TDS will be recovered from the Invoices of the Business Partner as per Income tax rules.
- (xxvi) RailTel will not issue any experience certificate / service certificate to the employees on leaving the job.
- (xxvii) RailTel will not undertake any responsibility towards any kind of loans availed / sanctioned to the outsource employees so deputed.
- (xxviii) Compliance of Labour Laws / Workmen's Compensation Act, EPF, ESIC and any such type of statutory provisions applied to such services would be the responsibility of the Business Partner. Business Partner shall provide a certificate of compliance thereof to the RailTel every month along with Invoice.
- (xxix) **Gratuity:** Gratuity shall be as per the provisions of Payment of Gratuity Act 1972 on back to back basis with RailTel customer if applicable.
- (xxx) The details as required by Labour Auditor will be provided by the Business Partner every quarter within the stipulated time period, failing which a penalty of Rs.2000/- per day will be levied and the amount will be deducted from their Invoices, unless the delay is properly justified to the satisfaction of the RailTel if applicable.
- (xxxi) **Working Hours:** Working hours shall be as per the requirement of RailTel Customer.
- (xxxii) **Holidays:** Holiday shall be as per the requirement of RailTel Customer.
- (xxxiii) **Leave:** No payment will be made in case any of the employee is absent on any working day. Any absentee without prior intimation to the user concern shall be treated as indiscipline.

(xxxiv) The engineers deployed for the job must have suitable qualification, experience and certification for the assigned job as per the requirement of customer of RailTel. If the service of particular personnel is not satisfactory, customer of RailTel shall ask for the suitable replacement and the business Partner shall be required to provide backup manpower on next working day as per requirement for customer of RailTel with replacement within 15 working days.

(xxxv) This order is valid within the stipulated delivery date of supply and as amendeds. RailTel customer at his discretion may short close/amend/cancel this order with or without assigning any reason at any time beyond order validity date. The RailTel customer may, without prejudice to any other remedies for breach of supply order/contract by written of default sent to the Business partner may terminate the supply order/contract in whole or in part at any time if:

- The Business Partner is found to have made any false or fraudulent declaration or statement to get the supply order or contract or he is found to be indulging in unethical or unfair trade practices.

(xxxvi) Business Partner will have to submit a compliance certificate along with every monthly Invoice stating that – “All terms and conditions mentioned in the LOA have since been complied with i.e. issue of ESIC / Identity Card / remittance of PF subscription for the previous month in respect of all employees on our roll who have been deputed at RailTel customer site during the month of

. PF and ESIC Challans of previous month are attached and outstanding amount on account of salary/arrears/TA/DA have been paid to the outsourced staff.”

(xxxvii) This Bidder has to certify that the minimum wages indicated during Bid Creation are as per applicable Minimum Wages Act.

Qualification, Role and Responsibility

S. No.	Designation	Stage	Qty required as per PO	Qualification & Experience	Role
1	System Integrator	5	1	BE/BTech/MCA Experience: 7 Years Security analysis, Working Knowledge of EDR/SIEM, Penetration Testing and Threat hunting Certification - CISSP/CISA/CEH (anyone certification) Courses (at least 3 Months) - MCSE/MCSA/CCNA	Implement Security solutions and ensure adherence to all IT security policies, assist in handling cyber incidences, Prevent malicious virus attacks at any point within LAN.
2	System Integrator	3	2	BTech/MCA Experience: Minimum 07 Years in networking WAN - Working in SDN technology LAN - Working in VDI technology Certification/Courses - CCNA/CCNP/Firewall	WAN/LAN - One (1) each to provide Availability of the network, Configuration & maintenance of network devices, Manage, Monitor & troubleshoot with ISPs for connectivity related issues, Maintain regular Network stats for Customer of RailTel through - MRTG graphs, packet loss reports, network/leased line uptime reports/monitoring, etc. Interact and implement directives from Customer of RailTel for WAN/LAN related issues. Ensure & implement Customer of RailTel IT policies Configure QoS Policies to ensure bandwidth availability for critical application Maintain/Monitor/implement security policies on Customer of RailTel WAN/LAN Configure DHCP Client/Server for LAN Configure & maintain VDI solution in LAN
3	System Integrator	2	2	Graduate CS/IT or Graduate + PGDCA + 04 Years of Experience	Enterprise Application Implementation & Development using MVC Architectur and suport of existing PHP/Laravel applications
4	System Integrator	1	3	BTech/MCA Experience: Minimum 03 Years in networking WAN - Working in SDN technology LAN - Working in VDI technology	WAN/LAN - One (1) each to Provide availability of the network, Carry out maintenance activities on the network and its components, Internet and implement directives from Customer of RailTel for WAN related issues. Maintain regular Network stats for Customer of RailTel through - MRTg graphs, packet loss reports, network/leased line uptime reports/monitoring, etc. Network support for deployment of new services. Support in deploying security devices, configuring & managing VDI devices. Monitoring all sensors and data Centre IT components and co-coordinating with BMS groups for issue resolutions as well as NOC administration (Both Internet & Intranet). Network OS supportand timelyupdate of patches.
5	Sr. Software Developer/Team Leader	4	1	BE/BTech(CS)/MCA + 6 Years Exp.	Oracle Administration, Troubleshooting, PerformanceTuning, Backup Verification & Recovery, User and Space Management. Database Serves (including Backup and Replication).
6	Sr. Software Developer/Team Leader	3	1	BE/BTech/MCA/MSc (CS & IT) + 5 Years Exp.	Administration of 30+ Applications, e-office Administration, PHP Software team management, Code reviewand verification, Application Development & Documentation Application Auditing and Patching
7	Sr. Software Developer/Team Leader	2	1	BE/BTech/MCA/MSc (CS & IT) + 4 Years Exp.	Java Software Team Management, Code Review and verification, Application Development & Documentation, Application Auditing and Patching
8	Software Developer	5	3	BE/BTech/MCA/MSc (CS & IT) + 05 Years Exp.	Collaborate with developers to define & implement innovative & aesthetic web designs, bring simplicity & user friendliness
9	Software Developer	4	12	BE/BTech/MCA/MSc (CS & IT) + 04 Years Exp.	Support and Maintenance of WordPress, Redmine and Other Open Source Applications New Application Development & Documentation
10	Software Developer	3	6	BE/BTech/MCA/MSc (CS & IT) + 03 Years Exp.	Support & Maintenance of 65+ Applications (PHP/JAVA/Ruby/Python etc) New Application Development & Documentation
11	Software Developer	2	3	BE/BTech/MCA/MSc (CS & IT) + 02 Years Exp.	Designing, Development, Testing and Deployment of Information Security Portal. Corrective Maintenance and update of inhouse developed Audit Tools Providing Technical Support to Customer of RailTel Users for Information Security Poratal
12	Operation Asst/IT Assistant/Office Assistant	3	4	Graduate with 03 Years Exp.	Support services for cross-domain transfers
13	Operation Asst/IT Assistant/Office Assistant	2	6	Graduate with 02 Years Exp.	Application requirement gathering and documentation Software Documentation, Policy documentation, file management.
14	Operation Asst/IT Assistant/Office Assistant	1	2	Graduate with 01 Years Exp.	Co-ordination of activities of the software team & Data Centre and user interface for office automation forms, etc.
Total			47		

Annexure -13**AGREEMENT**

THIS AGREEMENT is made on this (DATE____) BY AND BETWEEN RailTel Corporation of India Limited (RailTel). A Company incorporated under the Companies Act'1956 and having its Registered Office at 6th Floor, Block-III, Delhi IT Park, Shastri Park, Delhi-110053 (hereinafter referred to a "RAILTEL", which expression shall, where the context admits, include its successors and assigns) OF THE ONE PART AND THE Business Partner, having its office

M/s. _____
 _____(hereinafter referred to as "THE Business Partner", which expression shall, where the context admits, include their legal heirs, executors, administrators successors and assigns in business) THE OTHER PARTWHEREAS:

1. The Business Partner carries on the business of providing temporary engagement services, in various establishment and premises at Delhi.
2. The Business Partner has expressed its desire to provide these temporary engagements services to RAILTEL for its offices in Northern Region and RAILTEL has agreed to avail of such placement services.
3. The Business Partner has represented that it has the necessary infrastructure, resources and expertise to undertake such placement to the satisfaction of RAILTEL.
4. Accordingly, based on the EOI process resorted to by the RAILTEL discussions have been held between the parties and certain terms and conditions were agreed upon by them in respect of the provision of such placement by the Business Partner to RAILTEL with effect from <DATE> which the parties now hereby desire to reduce to writing by executing this agreement.

NOW THEREFORE THIS AGREEMENT WITNESSTH AS FOLLOWS:-

1 SCOPE OF AGREEMENT

The validity of agreement will be Two Years effective from _____(Date)_____ to _____(Date)_____as per agreed terms & conditions.

- 1.1 The BUSINESS PARTNER shall, during the term of this agreement provide RAILTEL with placement services as referred to as the "Services" at and in respect of its offices in New Delhi (hereinafter referred to as the "Premises") for the consideration and upon the other terms and condition herein provided.
- 1.2 The Monthly consideration payable by RAILTEL to the BUSINESS PARTNER for the Services agreed to be provided by the BUSINESS PARTNER will be made subject to the satisfaction of RAILTEL, after complying with all statutory

requirements and deduction of any tax or other amounts as required by law or as provided herein.

- 1.3 The consideration aforesaid will be paid by RAILTEL to the BUSINESS PARTNER, against monthly invoices raised at the end of each month, including % service charge by the BUSINESS PARTNER in duplicate, Such payments shall be made within fifteen days of receipt of the said invoices. The Consideration aforementioned is all inclusive and no other amounts will be payable to the BUSINESS PARTNER by RAILTEL on any account whatsoever, unless otherwise specifically agreed to by it in writing.
- 1.4 The BUSINESS PARTNER agrees that if and when so requested by RAILTEL, it will provide the placement Services at the premises, or any other offices of RAILTEL, as may be required by RAILTEL and at rates not exceeding the prevailing rates agreed between the parties and referred to in the Annexure-I hereto.

2 OBLIGATIONS OF THE BUSINESS PARTNER

- 2.1 The BUSINESS PARTNER will for the purpose, continuously monitor the services being rendered by it to ensure that these are up to the standards required by RAILTEL.
- 2.2 The BUSINESS PARTNER would comply with the statutory requirement EPF/ESI of the temporary personnel engaged by the client to the satisfaction of RAILTEL. They shall communicate any information required on this to RailTel or statutory Business Partner as required.
- 2.3 The BUSINESS PARTNER to comply with all the provisions of labour laws such as ESI ACT, EPF and other statutory requirements. In event of non-compliance of the same the BUSINESS PARTNER to undertake to indemnify RAILTEL on any cost it may incur on account of such non-compliance.
- 2.4 The BUSINESS PARTNER shall ensure complete compliance in respect of the personnel employed by him and posted in RailTel of all the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Workmen's Compensation Act, 1923, Contract Labour (Regulation and Abolition) Act, 1970, Employee's Provident Funds & Miscellaneous Provision Act, 1952 and any other Act, Rules or Regulations for labour as may be enacted by the government or any modification thereof or any other law relating thereto and rules made thereunder from time to time.
- 2.5 The attendance rolls for the personnel deployed by the BUSINESS PARTNER at the premises of RAILTEL shall be provisioned by the BUSINESS PARTNER and it shall be monitored by the BUSINESS PARTNER. These Attendance rolls shall be signed by the proprietor of the BUSINESS PARTNER or his authorized

representative.

- 2.6 Upon a written / oral request being made by RAILTEL in that regard the BUSINESS PARTNER will, within 24 hours of receipt of such request, discontinue the Services found to be unsatisfactory or otherwise objected to by RAILTEL for any reason and shall promptly take action with a view to continue rendering satisfactory services. On receipt of this request, RAILTEL will not be obliged to pay the amount in respect of discontinued Services.
- 2.7 Notwithstanding anything herein contained, the BUSINESS PARTNER will be liable to adequately compensate RAILTEL for any loss or damage occasioned by any act, omission or lapse on the part of the BUSINESS PARTNER or of any persons deployed by it pursuant to this Agreement.
- 2.8 The BUSINESS PARTNER is aware that Services similar to those covered by this Agreement are being or may hereafter be rendered in the premises by other entities also and will not, at any time, object to or interfere in any manner with the rendering of such Services by any such other entities.
- 2.9 The BUSINESS PARTNER shall, at all times, take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst its employees and for the preservation of peace and protection of person(s) and property in the works: neighbourhood of the works, against the same.
- 2.10 Maintenance of all types of records in respect of the personnels deployed by the BUSINESS PARTNER shall be the responsibility of the BUSINESS PARTNER.
- 2.11 The Business Partner will fulfill all the statutory compliance e.g. GST etc. in case of default of non compliance of statutory compliances, RailTel reserves the right to terminate the contract and recover the amount along with interest and penalties without any notice.

3 OBLIGATIONS OF RAILTEL

RAILTEL will subject to compliance to this Agreement and all statutory requirements and the provision of Services to its satisfaction by the BUSINESS PARTNER and subject to deduction of tax at source under the Income Tax Act, 1961 or any other provisions of law for the time being in force, ensure full and timely payments for the Services as provided with this Agreement.

The Following are the terms and conditions of the engagement:-

- a) The engagement if temporary is purely temporary and on Contract basis.
- b) The offer is based on the Contract between RAILTEL and THE BUSINESS PARTNER for providing services which is only for a specific period, which may however be extended depending on the extension of the Contract and

also on the basis of the performance. The services may be terminated with a notice of one month.

- c) The service of the temporary engaged are liable to the transferred anywhere within Northern Region, from one job to another, one department to another, and one branch to another without any extra remuneration depending on the exigencies of the work.
- d) The temporary engaged shall at all time maintain absolute integrity and devotion to duty and conduct himself in a manner conducive to the best interests, credits and prestige of RAILTEL.
- e) By virtue of the services with the RAILTEL, you and the temporary engaged will come in possession of certain information and secrets related to RAILTEL you or temporary engaged personnel will not divulge any such secret, formula or business strategies to any other person or any organization or individual.
- f) The temporary engaged persons so deployed by the BUSINESS PARTNER in RAILTEL shall not have claim to any regular employment in RAILTEL.
- g) RAILTEL may at its discretion award/reward/incentives to efficient temporary engaged person(s) directly at any time.

The BUSINESS PARTNER shall ensure that complete confidentiality is maintained by it and all its temporaries, with regard to all information relating to RAILTEL, its premises, clients, business assets, affairs and employees and that neither the BUSINESS PARTNER nor its persons will any time divulge or make known to any third parties, any trust, accounts, matters or transaction whatsoever pertaining to RAILTEL and its associate entities and which may in any way come to their knowledge or attention.

4 FORCE MAJEURE

The obligations of RAILTEL and the BUSINESS PARTNER shall remain suspended if and to the extent that they are unable to carry out such obligations owing to force majeure or reasons beyond their control. In the event of such inability continuing for more than a week, the other party shall have a right to terminate this agreement without further obligation.

5 INDEMNITY

The BUSINESS PARTNER hereby agrees to keep indemnified and shall keep indemnified and hold harmless, RAILTEL and its Directors, Officers and employees from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of this Agreement or arising from any breach or non-compliance whatsoever by the BUSINESS PARTNER or any of the persons deployed by it pursuant hereto of or in relation to any such matter as

aforesaid or otherwise arising from any act or omission on their part, whether wilful or not, and whether within or without the premises. The Business Partner will indemnify RailTel for any act of commission including fraud, embezzlement etc.

6 OTHER TERMS AND TERMINATIONS

- 6.1 Agreement shall be deemed to have commenced as on and from (Date) and shall be in force for an initial period of Two years from the said date. Any change in the consideration agreed under clause 1.3 above, beyond this period would be by way of mutual consent and in writing only. Thereafter, the parties may extend the Agreement on terms to be mutually agreed upon.
- 6.2 Notwithstanding anything contained herein either party may, without cause, terminate this agreement by giving to the other 30 days written.
- 6.3 Expiry or earlier termination of this Agreement will not prejudice any rights of the parties that may have accrued prior thereto.

7 NO BUSINESS PARTNER

It is clearly understood and accepted by both parties that this agreement between the parties evidenced by it is on a Principle to Principle basis and nothing herein contained shall be construed or understood as constituting either parties hereto, the agent or representative of the other, under any circumstances.

8 ENTIRE AGREEMENT

This agreement embodies the entire Agreement and understanding between the parties as to the subject matter hereof and supersedes all prior negotiations, arrangements, agreements and understanding between the parties. Any changes in the terms of the document can only be made in writing and by mutual agreement.

All other terms & conditions are as per EOI document.

9 ARBITRATION

In the event of any dispute arising amongst the Parties, the Parties agree to use their best efforts to attempt to resolve all disputes in prompt, equitable and good faith. In the event the Parties are unable to do so, then such dispute shall be finally resolved by arbitration. Each party shall appoint the third arbitrator. The arbitration shall be conducted in the English language and the venue of the arbitration shall be in Delhi.

10 JURISDICTION

The parties hereby irrevocably consent to the sole jurisdiction of the Courts of Delhi in connection with any actions or proceedings arising out or in relation to this Agreement.

NOTE: In case of any ambiguity between EOI document and agreement, the conditions mentioned in EOI document shall prevail.

IN WITNESS WHERE the parties have caused this Agreement to be executed in duplicate on their respective behalf at New Delhi on the day and year herein first above written.

SIGNED AND DELIVERED By

For The AGENCY

The AGENCY aforesaid

Authorised Signatory

SIGNED AND DELIVERED By

For RailTel

RailTel aforesaid

Authorised Signatory

In the presence of witnesses:

For the AGENCY

1.

2.

For RailTel

1.

2.