

RAILTEL CORPORATION OF INDIA LTD

(A GOVT. OF INDIA ENTERPRISE)

UNDER MINISTRY OF RAILWAYS

Registered Office:

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

Regional Office (Western Region):

Western Railway Microwave Complex
Senapati Bapat Marg, Near Railway Sports Ground,
Mahalaxmi, Mumbai – 400013

Invitation for Expression of Interest Document for

**“Selection of Marketing Partner and PMC for
Providing End to End Services for
Monetization of PCSCL City Network
Infrastructure on ‘Revenue Sharing Model’”**

EoI Reference No: RCIL/WR/MUMBAI/Mktg/23-24/013

Date: 04.03.2024

Expression of Interest – Notice

RailTel Corporation of India Ltd
Western Railway Microwave Complex Senapati Bapat Marg, Near Railway Sports
Ground, Mahalaxmi, Mumbai – 400013

EoI Reference No: RCIL/WR/MUMBAI/Mktg/23-24/013 Dt: 04.03.2024

RailTel Corporation of India Ltd invites EoIs from RailTel's Empanelled Partners (referred to as 'Bidder') for the selection of suitable partner as Exclusive pre-bid teaming arrangement for "Selection of Marketing Partner and PMC for Providing End to End Services for Monetization of PCSCL City Network Infrastructure on 'Revenue Sharing Model'" vide Tender Reference No: 04/22-23 Dated. 05.08.2022 including any other addendums/ corrigendums/ documents contained within and related to the same. The EoI copy is sent along with this EoI Notice. The technical and commercial bids shall be submitted through E-Mail in password protected sealed packets as separate PDF documents up to the end date & time mentioned below.

Sr No	Description	EoI Fees (Non Refundable)	EMD	End date & Time for Bid Submission
1	Selection of Marketing Partner and PMC for Providing End to End Services for Monetization of PCSCL City Network Infrastructure on 'Revenue Sharing Model'	INR 16,950/- + 18% GST	INR 50,00,000/-	08.03.2024 at 15.00hrs

The prospective Bidders should submit their suggestions/observations, if any, in writing/ email. Any modification of the EoI documents, which may become necessary as a result of suggestions/ observations, shall be made by RailTel exclusively through the issue of an addendum/corrigendum.

Prospective applicants are required to direct all communications related to this EoI, through the below mentioned Nominated Point of Contact persons:

1. Level 1

Contact Name : Sh. Viplov Nath Mishra
Designation : Senior Deputy General Manager/ Marketing
E-Mail Address : viplovnmishra@railtelindia.com
Mobile No : +91- 9004444124

2. Level 2

Contact Name : Sh. Santosh Parage
Designation : Group General Manager/ Marketing
E-Mail Address : santosh.parage@railtelindia.com

Mobile No :+91- 7020906278

NOTE:

1. Empanelled partners are required to submit soft copy of technical packet through an e-mail at eoι.wr@railtelindia.com duly signed by Authorized Signatories with Company seal and stamp.
2. The EOI response is invited from eligible **Empanelled Partners of RailTel only**.
3. All the document must be submitted with **proper indexing** and **page no**.
4. Partner has to submit their response as an individual organization only. No consortium is allowed. The Bidder has to be an empanelled partner of RailTel.
5. **Transfer and Sub-letting**. The Business Associate has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contractor any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
6. All Bidders to sign and stamp RailTel's EOI and its corrigendum's implying acceptance of all terms and conditions as mentioned and submit the same along with their Bids.



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1. RailTel – Introduction

RailTel Corporation of India Limited, a Public Sector Undertaking under the Ministry of Railways, Govt. of India, and is a national telecom service provider having NLD, IP2 and ISP licenses and IP1 registration and have built nation-wide optical fiber network. RailTel's objective is to create a nation-wide broadband telecom and multimedia network.

RailTel Corporation of India Limited (RailTel) an ISO 20000-1:2018, ISO/IEC 27001:20013 and CMMI Level-4 certified organization for its quality management systems, information security management systems, and service management systems, respectively. The Corporation was formed in Sept 2000 with the objectives to create nationwide Broadband Telecom and Multimedia Network in all parts of the country, to modernize Train Control Operation and Safety System of Indian Railways and to significantly contribute to realization of goals and objective of national telecom policy 2012. RailTel is a Public Sector Undertaking under the administrative control of Ministry of Railways, Govt. of India.

RailTel is building state of the art multimedia telecom network using SDH/DWDM based transmission systems and high end MPLS-IP routers. RailTel has extensive expertise in building telecom networks. Moreover, RailTel draws its manpower from signal and telecom branch of Indian Railway which has been in the business of construction, operation and maintenance of telecom systems for more than 50 years.

RailTel has created countrywide state of the art SDH/DWDM backbone optical transport network using latest technology. Presently, the optic fiber network of RailTel covers over 61000+ route kilometers and covers 6102+ railway stations across India. Our citywide access across the country is 21000+ kms.

RailTel's backbone Transport Network has been configured in multiple 'Self-Healing' Ring architectures which provide for redundancy by automatically redirecting and switching traffic from failed/ degraded routes for an uninterrupted service ensuring maximum up time and service reliability. The network supports multiple ring protection schemes. The network has been designed in such a way that full redundancy is available for bandwidth between any two points.

The whole network is managed by centralized network management system (NMS) and backup facilities located across India. RailTel has got unique advantage to offer the best quality service(QoS) from a single unified network with PAN India presence. This state of art network enables point and click provisioning of the bandwidth and other services from anywhere to anywhere in the country. It enables provisioning of traffic in any granularity from 2 MBPS to multiple of Gbps (n x Gbps) from its country wide strong backbone network.

RailTel has implemented and currently implementing projects of national importance. Few of the Projects are as follows:

Railway Station Wi-Fi project: RailTel has implemented Free Wi-Fi services at 6,102 + Railway stations.

Hospital Management Information System (HMIS): Indian Railways, with the objective of bringing hospital management on a single architecture to prevent pilferage and making operations seamless has entrusted RailTel with implementation of hospital management information system (HMIS). RailTel has implemented this integrated clinical information system across 699 health facilities of Indian Railways across India for improved hospital administration and patient healthcare.

National Optical Fiber Network (NOFN): Democratizing Information through Broadband to Panchayats. BBNL has allotted 11 states comprising of 36,000 panchayats to RailTel which includes the states of Gujarat, Daman & Diu, Dadar & Nagar Haveli in West, Tamil Nadu and Puducherry in South and Meghalaya, Mizoram, Tripura, Arunachal Pradesh, Manipur, Nagaland in North-East.

NE-I and NE-II under USOF: The program envisages to lay OFC cable (at least 24 F underground) and provide minimum 2.5 Gbps bandwidth capacity upgradeable up to 10 Gbps.

National Knowledge Network: National Knowledge Network (NKN) envisages connecting all higher centres of learning and research by bringing together all stakeholders from science, technology, higher education, healthcare, agriculture and governance to a common platform. RailTel have been selected as one of the implementing partner of the network by providing high capacity bandwidth pipes for the NKN project.

Enterprise Specific IT & ITES projects: RailTel has implemented numerous Telecom & IT related projects in the country for various customers across the spectrum incl. Govt/PSU, Enterprises Scope of Work.



2. Invitation of Bids

Project Objective

Through this EoI RailTel intends to select an Implementation Agency for Selection of Marketing Partner and PMC for Providing End to End Services for Monetization of PCSCL City Network Infrastructure on 'Revenue Sharing Model'.

Further, the rates received in this EoI would hold good for procurement of various components irrespective of the finalized locations.

Bid Document Notice

- Bidder agencies are advised to study this EoI document and subsequent references carefully before submitting their bids in response to the Bid Notice. Submission of a bid in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
- This bid document is not transferable.
- Bidder (authorized signatory) shall submit their offer through packets including technical (including prequalification documents) and financial proposal.

The Bid Inviting Authority, of RailTel invites the bidders to submit their technical proposals and financial offers for the project of Selection of Marketing Partner and PMC for Providing End to End Services for Monetization of PCSCL City Network Infrastructure on 'Revenue Sharing Model' in accordance with conditions and manner prescribed in this EoI and subsequent references.



3. Prequalification Criteria and Instructions to Bidders (ITB)

Prequalification criteria

The qualification criteria laid within this document shall be met by the bidder, as a Single Firm. A bidder who submits more than one EoI shall be summarily disqualified. The 'Bidder', shall be primarily accountable for the supply, implementation, testing and maintenance of the entire scope of the project.

Sr No	Qualification Criteria	Documentary Evidence
1.	The bidder should be a company registered under Indian Companies Act, 1956 and 2013 or a Partnership Firm registered under Indian Partnership Act, 1932 or a Proprietorship firm or Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008	Copy of Certificate of Incorporation signed by Authorized Signatory of the Bidder/ certified deed of partnership
2.	A Board Resolution or Power of Attorney, in the name of the person executing the bid, authorizing the signatory to sign on behalf of the Bidding entity. The person issuing the Power of Attorney shall possess Board Resolution in his favour for granting such rights.	Board Resolution OR Power of Attorney with appropriate supporting documents In case of generic Board Resolution or Power of Attorney, the same shall be certified by Company Secretary for the applicability of the same for this RFP.
3.	The sole bidder should have minimum One (01) operational office in Pimpri Chinchwad city /Pune city/ PMC Area	Copies of any two i.e. Property Tax /Electricity /Telephone Bill/ GST Registration/ Lease agreement
4.	The Bidder should not have been blacklisted by any State Government or Central Government or PSUs / Govt. undertakings or Government Companies / Government Enterprises or Urban Local Bodies (ULB) or similar statutory entities in India as on the date of bid submission.	Declaration by the Bidder as per format given in the bid document
5.	The sole bidder should not be insolvent, in receivership or bankrupt as on the date of bid submission.	Self-declaration to be submitted on bidders letter head.

6.	The Sole Bidder shall have: A. Minimum Cumulative Turnover of INR 60 crore in last three financial years AND B. Minimum Cumulative Turnover of INR 25 crore in last three financial years related to network infrastructure (telecom towers/smart poles/ducts/OFC) leasing with IP1 business / Setting Up of IP1 Business	Audited balance sheet and profit & loss and Certificate from CA
7.	The Sole Bidder should have positive net worth in each of the last three financial years AND The Sole Bidder should have positive net worth of minimum INR 8 cr. as of 31st March 2023	Audited balance sheet and profit & loss OR Certificate from CA
8.	The Sole bidder or Consortium/ Joint Venture as a whole, in case of consortium, should have all the relevant experience in India as per below criteria in last five financial years: 1. Experience of laying and maintenance of minimum 200 km of telecom Duct/Optical Fibre Cable for licensed TSP/Government entity/PSU or as IP1 Infrastructure provider in India in last five financial year (2018-2023) 2. Valid registration/License of IP1 and class A ISP over atleast last 5 years 3. Experience of minimum 300 Smart Pole / Mobile Tower infrastructure Installation & Maintenance in India in last five financial year (2017-2022) 4. Experience of setting up of Network Operation Centre (NOC) and managing more than 300 network PoPs/nodes (SD WAN/L2/L3 switch/MPLS) with the usage of monitoring & management systems through that NOC in India in last five financial years (2018-2023) AND 1. Providing lit up OFC/ internet bandwidth services to atleast 750 broadband customers in India at any time during the last five financial years.	Work Order or Signed Contract or MSA with detailed scope of work AND Client Completion Certificate OR Satisfactory Work in Progress Certificate from the Client/ CA
9.	The Sole bidder should possess all the below mandatory certification/license as on date of bid submission: 1. ISO 9001:2015 certification 2. Infrastructure Provider (IP1) Registration active of more than last three years	Registration /Certificate from Department of Telecommunications, Govt. of India and ISO authorities as applicable

	at the time of bid submission The Sole bidder should possess below mandatory certification/ license as on date of bid submission: 1. Class A Internet Service Provider (ISP) license	
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Technical Bid Criteria

Sr No	Qualification Criteria	Marks Allocated	Documentary Evidence
1.	The sole bidder should have minimum One (01) operational office in Pimpri Chinchwad city /Pune city/ PMC Area	(Max Marks 5) Existing Office: 5 Marks New Office to be set up: 0 Marks	Copies of any two i.e. Property Tax /Electricity /Telephone Bill/ GST Registration/ Lease agreement
2.	The Sole Bidder shall have: A. Minimum Cumulative Turnover of INR 60 crore in last three financial years AND B. Minimum Cumulative Turnover of INR 25 crore in last three financial years related to network infrastructure (telecom towers/smart poles/ducts/OFC) leasing with IP1 business / Setting Up of IP1 Business	(Max Marks 20) A. Turnover INR 60 Cr - 100 Cr : 5 points Turnover > INR 100 Cr :10 points B. Turnover INR 25 Cr - 50 Cr :5 points Turnover >50 Cr :10 points	Audited balance sheet and profit & loss and Certificate from CA
3.	The Sole Bidder should have positive net worth in each of the last three financial years AND The Sole Bidder should have positive net worth of minimum INR 8 Cr. as of 31st March 2023	(Max Marks 10) Net Worth INR 8 Cr - 10 Cr: 5 Marks Net Worth > INR 10 Cr: 10 Marks	Audited balance sheet and profit & loss OR Certificate from CA

4.	The Sole bidder or Consortium/ Joint Venture as a whole, in case of consortium, should have all the relevant experience in India as per below criteria in last five financial years: 1. Experience of laying and maintenance of minimum 200 km of telecom Duct/Optical Fibre Cable for licensed TSP/Government entity/PSU or as IP1 Infrastructure provider in India in last five financial year (2018-2023) 2. Experience of minimum 300 Smart Pole / Mobile Tower infrastructure Installation & Maintenance in India in last five financial year (2017-2022) 3. Experience of setting up of Network Operation Centre (NOC) and managing more than 300 network PoPs/nodes (SD WAN/L2/L3 switch/MPLS) with the usage of monitoring & management systems through that NOC in India in last five financial years (2018-2023) AND 1. Providing lit up OFC/ internet bandwidth services to atleast 750 broadband customers in India at any time during the last five financial years.	(Max Marks 40) 1. No of Km 200-300: 5 Marks No of Km 300-500: 7 Marks No of Km >500: 10 Marks 2. Smart Poles 300-500: 5 Marks Smart Poles 500-750: 7 Marks Smart Poles >750: 10 Marks 3. Nodes/POPs 300-500: 5 Marks Nodes/POPs 500-750: 7 Marks Nodes/POPs >750: 10 Marks AND 1. No of BB Customer 750-1000: 5 Marks No of BB Customer 1000-1250: 7 Marks No of BB Customer >1250: 10 Marks	Work Order or Signed Contract or MSA with detailed scope of work AND Client Completion Certificate OR Satisfactory Work in Progress Certificate from the Client/ CA
5.	The Sole bidder should possess all the below mandatory certification/license as on date of bid submission: 1. ISO 9001:2015 certification 2. Infrastructure Provider (IP1) Registration active of more than last three years at the time of bid submission The Sole bidder should possess below mandatory certification/	(Max Marks 15) 1. ISO 9001:2015: 5 Marks 2. IP1 for 3-5 years: 3 marks	Registration /Certificate from Department of Telecommunications, Govt. of India and ISO authorities as applicable

	license as on date of bid submission: 1. Class A Internet Service Provider (ISP) license	IP1 for >5 years: 5 marks 1. ISP class A Licence: 5 Marks	
6.	Technical Presentation	(Max Marks 10)	Detailed Technical Presentation

Instructions to Bidders (ITB)

Sr No	Information	Details
A. Introduction		
1.	Project Name	Selection of Marketing Partner and PMC for Providing End to End Services for Monetization of PCSCL City Network Infrastructure on 'Revenue Sharing Model'
2.	EoI Reference No	RCIL/WR/MUMBAI/Mktg/23-24/013
3.	Bid Type	Limited EoI (for empanelled partners only)
4.	EoI Fees (Non-Refundable)	INR 16,950 + 18% GST to be Paid by RTGS/NEFT/Net Banking
5.	Earnest Money Deposit (EMD)	INR 50,00,000/-
6.	EoI Fees & EMD Submission Due Date & Time	04.03.2024 up to 15.00Hrs
7.	Bank Details of RailTel for the EoI Fees & EMD to be submitted Online	Account Name: RailTel WR Collection Account Bank Name: Union Bank of India Branch Name: Mahalaxmi Branch Account Number: 317801010036605 IFSC Code: UBIN0531782 MICR Code: 400026031
8.	Performance Bank Guarantee as Performance Security	In accordance and back to back with the document referred in scope of work (Clause No 7.1.5 of PCSCL tender document referred in Scope of Work and its addendums/ corrigendums/ modifications). To be issued within one month from the date of the notice of award of the contract or prior to signing of the contract agreement whichever is earlier or as intimated in the work order issued by RailTel.

B. Preparation of Bids		
9.	Language of Bid	English
10.	Bid Validity Period	120 Calendar Days from the Date of Opening of Bid.
11.	Performance Security Validity Period	Valid upto the entire contract period including defect liability period or payment of final bill whichever is later
C. Bid Presentation		
12.	Last date for submission of written queries for clarifications	06.03.2024 up to 15.00Hrs
13.	Query Submission	To be submitted via e-mail only. Kindly refer EoI notice for E-mail Address.
14.	Contact Person for clarification of Queries	Senior Deputy General Manager/Marketing RailTel Corporation of India Ltd Western Railway Microwave Complex Senapati Bapat Marg, Near Railway Sports Ground, Mahalaxmi, Mumbai – 400013
15.	Contact Information	Contact No: +91-9004444124 E-mail: viplovnishra@railtelindia.com
16.	Last date (deadline) for receipt of proposals in response to EoI notice	08.03.2024 up to 15.00 Hrs E-Mail Address for Bid Submission: eoI.wr@railtelindia.com
17.	Place, Time and Date of opening of Technical proposals received in response to the EoI notice	08.03.2024 at 15.30 Hrs Address for Technical Opening: RailTel Corporation of India Ltd Western Railway Microwave Complex Senapati Bapat Marg, Near Railway Sports Ground, Mahalaxmi, Mumbai – 400013
18.	Place, Time and Date of opening of Financial proposals received in response to the EoI notice	Will be intimated post Technical Evaluation
19.	Overall evaluation and Final results of EoI	Will be sent through E-Mail to all Participants
D. Evaluation of Bids and Awarding of Contract		
20.	LOI Placement	Will be sent through E-Mail to winning party only
21.	Signing of Contract Agreement	30 days after placement of LOI

Bid Preparation Cost

The Bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in the conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by RailTel to facilitate the evaluation process,

and in negotiating a definitive Contract 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 bid does not commit RailTel to award a contract. Further, no reimbursable cost may be incurred in anticipation of award. All materials submitted by the Bidder shall become the property of RailTel/ Stakeholders/ Partners/ Patrons and may be returned at its sole discretion.

Amendment of Bid Document

At any time before the deadline for submission of bids, RailTel, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid document by an amendment. All the amendments made in the document would be informed to all the participating bidders through email. RailTel also reserves the rights to amend the dates mentioned in this bid for bid process. It will be assumed that the amendments have been taken into account by the Bidder in its bid. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, RailTel may, at its discretion, extend the last date for the receipt of Bids.

Rights to Terminate the Process

RailTel may terminate the bid process at any time and without assigning any reason. RailTel makes no commitments, express or implied, that this process will result in a business transaction with anyone.

This bid document does not constitute an offer by RailTel. The Bidder's participation in this process may result in RailTel selecting the Bidder to engage in further discussions and negotiations towards 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.

Earnest Money Deposit (EMD) and Refund

EMD is to be submitted as per ITB A Pt 5. EMD can be submitted through RTGS/NEFT/Net Banking on or before the deadline mentioned. In case a bid is submitted without the EMD as mentioned above then RailTel reserves the right to reject the bid without providing opportunity for any further correspondence to the Bidder concerned.

The EMD shall be denominated in Indian Rupees only. No interest shall be paid by RailTel towards the deposited EMD.

EMDs of all bidders barring first three lowest Bids shall be returned immediately after recommendation of bid committee without waiting for their request. EMD of 3rd lowest Bidder shall be returned on their written request after recommendation of bid committee. After returning EMD to these two bidders, for any reasons, if these bidders become eligible for contract as per the recommendation of bid Committee, they will not have any right to claim the contract. After issuing acceptance letter to the lowest Bidder, the EMD of 2nd lowest Bidder shall be returned immediately without waiting for request. EMD of the successful Bidder will be refunded after submission of Performance Bank Guarantee and compliance & completion of all contractual formalities.

The EMD may be forfeited in any of the following cases:

1. If a Bidder withdraws its bid or increases its quoted prices during the period of bid validity or its extended period, if any
2. In the case of a successful Bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time in accordance with the format given in this bid document
3. During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization
4. During the bid process, if any information is found wrong / manipulated / hidden in the bid.

The decision of RailTel regarding forfeiture of the EMD and rejection of bid shall be final and shall not be called upon question under any circumstances. Unsuccessful bidder's EMD shall be returned to the unsuccessful bidder within 120 days from the date of opening of the Commercial bid. EMD of Successful bidder will be returned after the award of contract and submission of the performance Bank Guarantee and compliance & completion of all contractual formalities within specified time.

Language of Bids

The Application and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.



Documents comprising of Bids

Below table is provided as the guideline for submitting various important documents along with the bid. E-Mail subject will have EoI Reference No and description of EoI as subject line along with Company Name. It will contain two file attachments with headings Packet A & Packet B containing respective documents as mentioned in below table.

Sr No	Type of Envelope	Documents to be submitted
01	Pre-Qualification & Technical Bid Folder (Packet A)	• Cover Letter • Board Resolution authorizing the Bidder to sign/ execute the bid as a binding document and also execute all relevant agreements forming part of bid or Power of Attorney executed by the Bidder in favor of the Principal Officer or the duly Authorized Representative, certifying him/her as an authorized signatory for the purpose of this bid (If not submitted would result in summary rejection of the offer) • Bidder's Particulars as per specified format • All the documentary evidence required as per pre-qualification criteria mentioned in 'Pre-Qualification Criteria' section of this bid • Declaration cum Indemnity Bond • Valid proofs of EoI Fees & EMD Submission (Snapshots of Bank Statement indicating Payment of the same) • Technical Bid in the format specified • Project Details • Other Documents (as per requirements of the bid)
02	Commercial Bid Folder (Packet B)	• Price Bid Cover • Price Bid

Bidders shall furnish the required information on their Pre-Qualification, technical and financial bids in enclosed formats only. Any deviations in format may make the bid liable for rejection. Disclosure of Commercial information of the bid in Pre-Qualification or Technical Envelope shall be sufficient grounds for rejection of the bid.

Withdrawal of Bids

A Bidder wishing to withdraw its bid shall notify to RailTel by e-mail prior to the deadline prescribed for bid submission. The notice of withdrawal shall be addressed to RailTel at the address named in the Bid Data Sheet, and bear the Contract name, the <Title> and < Bid No.>, and the words "Bid Withdrawal Notice." Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a valid submitted bid.

No bid can be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in the Bid Data Sheet. Withdrawal of a bid

during this interval may result in the forfeiture of the Bidder's EMD.

Evaluation Process

The evaluation process of the bid proposed to be adopted by RailTel is indicated in this section. The purpose of this section is to provide the Bidder an idea of the evaluation process that RailTel may adopt.

RailTel shall appoint a Bid Evaluation Committee (BEC) to scrutinize and evaluate the technical and commercial bids received. The BEC will examine the Bids to determine whether they are complete, responsive and whether the bid format conforms to the bid requirements. RailTel may waive any informality or non-conformity in a bid which does not constitute a material deviation according to RailTel.

The bid prices should not be mention in any part of the bid other than the Commercial Bid. Any attempt by a bidder to influence the bid evaluation process may result in the rejection of Bid and forfeiture of EMD.

Evaluation of Bids

1. Consortium is not permitted.
2. Sub-contracting is not permitted. However, the Bidder shall seek prior approval from RailTel for sub-contracting any work, if not already specified in the bid. Such sub-contracting shall not relieve the Bidder from any liability or obligation under the Contract. If approved, however the Bidder shall be solely responsible for the work carried out by subcontracting under the contract.
3. The Financial Bids of only those Bidders, who qualify in the Pre-Qualification & Technical stage, shall be considered and will be evaluated as per the evaluation criteria in this clause by the Bid Evaluation Committee (BEC).
4. The BEC may require verbal/written clarifications from the Bidders to clarify ambiguities and uncertainties arising out of the evaluation of the Bid documents (to be stated precisely as it should be in RailTel's interest).
5. RailTel reserves the right to further negotiate with the Bidders post the Price Opening with any of the Bidders

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Opening of Technical Bid

1. RailTel shall open the Technical Bids in public, in the presence of Bidders' designated representatives and anyone who chooses to attend, at the address, and at the date and time specified.
2. Only bids that are opened and read out at the bid opening and whose EoI Fees & EMD has been paid shall be considered further.
3. All the bids shall be opened one at a time, reading out the name of the Bidder, submission of EoI Fees, and any other details as RailTel may consider appropriate.
4. RailTel shall prepare a record of the bid opening that shall include, at a minimum: the name of the Bidder and the presence or absence of EMD. The Bidders' representatives who are present shall be requested to sign the attendance sheet.
5. Authorization letter in the name of the person attending bid opening meeting needs to be submitted on the letterhead of the Bidder during bid opening.
6. Once the bids are opened each bid will be checked for pre-qualification and technical criteria.

Opening of Commercial Bid

1. The Commercial bids shall not be opened by RailTel until the evaluations of the Technical Bids have been completed.
2. After the technical evaluation is completed and RailTel has issued its no objection (if applicable), RailTel shall notify those Bidders whose proposals did not pass the technical evaluation or were considered as non-responsive to the Bid Document and scope of work, that their Financial Proposals will not be opened.
3. RailTel shall simultaneously notify in writing to bidders who have cleared the technical evaluation, the date, time and location for opening the Financial Proposals. The opening date would allow Bidders sufficient time to make arrangements for attending the opening. Bidders' attendance at the opening of Financial Proposals is optional.
4. RailTel shall prepare a record of the bid opening that shall include, at a minimum: the name of the Bidder and the bid Price, and any other details as RailTel may consider appropriate. The Bidders' representatives who are present shall be requested to sign the attendance sheet.
5. Financial Proposals shall be opened publicly in the presence of the Technically Qualified Bidders' representatives who choose to attend. The name of the Technically Qualified Bidders shall be read aloud.
6. Commercial Bids from bidders who have failed to qualify in evaluation of the technical bid will not be opened.
7. Only bids that are opened and read out at the bid opening shall be considered further.
8. Authorization letter in the name of the person attending bid opening needs to be submitted on the letterhead of the Bidder during bid opening.
9. The Commercial Bids will be evaluated by RailTel for completeness and accuracy.
10. Activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

Rights to Accept/Reject any or all Bids

1. Notwithstanding anything contained in this EoI, RailTel reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
2. RailTel reserves the right to reject any Application and/ or Bid if:
 - a. at any time, a misrepresentation is made or uncovered, or
 - b. the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Application.
3. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof including the concession thereby granted by RailTel, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made any misrepresentation or has given any incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Successful Bidder either by issue of the LOA (Letter of Approval) or entering into of the Agreement, and if the Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this EoI, be liable to be terminated, by a communication in writing by RailTel to the Bidder, without Bidder being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which RailTel may have under this EoI, the Bidding Documents, the Concession Agreement or under applicable law. RailTel reserves the right to verify all statements, information and documents submitted by the Bidder in response to the EoI. Any such verification or lack of such verification by RailTel shall not relieve Bidder of its obligations or liabilities hereunder nor will it affect any rights of RailTel there under.
4. The bid shall be rejected if the bidder-
 - a. Stipulates the validity period less than 120 days.
 - b. Stipulates own condition/conditions.

Amendment of Bid Document

At any time prior to the deadline for submission of Application, RailTel may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the EoI by the issuance of Addendum. Any Addendum thus issued will be sent in writing/ Fax/ Email to all those to whom EoI is issued by RailTel. In order to afford the Bidder a reasonable time for taking an Addendum into account, or for any other reason, RailTel may, in its sole discretion, extend the Submission Due Date.

Notifications of awards and Signing of Contract

Prior to the expiration of the period of bid validity, the Bidder will be notified in writing or by FAX/email that their bid has been accepted. At the time RailTel notifies the

successful Bidder that its bid has been accepted, RailTel will send the Bidders the proforma for Contract, incorporating all clauses/agreements between the parties. The successful Bidder shall sign and date the Contract and return it to RailTel. Draft Format of the contract has been included in the bid document.

Performance Bank Guarantee

The Bidder shall at his own expense, deposit with RailTel, an unconditional and irrevocable Performance Bank Guarantee (PBG) from nationalized banks as per the format given in this bid, payable on demand, for the due performance and fulfillment of the contract by the Bidder.

This Performance Bank Guarantee will be submitted within 30 days of the notification of award of the contract/ Letter of Acceptance (LOA) issuance whichever is earlier. If PBG is not submitted within this time frame a delayed PBG penalty will be attracted. Post 30 days and upto 60 days from date of notification of award of the contract/ Letter of Acceptance (LOA) issuance a penalty at 15% per annum interest of LOA amount will be levied as delayed PBG penalty and this penalty will be deducted from the Invoices & EMD of the Bidder. After these 60 days if PBG is not submitted then it will be assumed that the Bidder is not interested in submitting PBG and the Amount of PBG along with the delayed PBG penalty calculated will be retained from Invoices & EMD of the Bidder. Non submission of PBG can also lead to cancellation of contract and the decision with respect to whether, to retain the PBG Amount and penalty from Invoices & EMD or cancellation of contract, will be at the sole discretion of RailTel. In the event of cancellation of contract EMD will be forfeited. If PBG is retained from Invoices & EMD then the PBG Amount only and not the penalty attracted will be paid to the Bidder in such a case post the contract period plus three months (expected PBG validity date) are over after deducting any applicable deductions (eg: Poor service, etc).

This Performance Bank Guarantee will be in accordance and back to back with the document referred in scope of work (Clause No 7.1.5 of PCSCL tender document referred in Scope of Work and its addendums/ corrigendums/ modifications). All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the Bidder. The Performance Bank Guarantee format can be found in this document.

The Performance Bank Guarantee may be discharged/ returned by RailTel upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.

In the event of the Bidder being unable to service the contract for whatever reason, RailTel would invoke the PBG. 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 Bidder's failure to complete its obligations under the Contract. RailTel shall notify the Bidder in writing of the exercise of its right to receive such compensation within 30 days, indicating the contractual obligation(s) for which the Bidder is in default.

The 30 days' notice period shall be considered as the 'Cure Period' to facilitate the Implementation Agency to cure the breach. The PBG shall be invoked only if the breach is solely attributable to the bidder and the bidder fails to rectify the breach within the 'Cure Period'.

RailTel shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to the Bidder, the equivalent value of any payment made to the Bidder due to inadvertence, error, collusion, misconstruction or misstatement.

Failure to agree with the Terms and Conditions of the Bid/Contract

Failure of the Bidder to agree with the Terms and Conditions of the bid/Contract shall constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next most responsive Bidder (i.e. H2 Bidder). In such a case, RailTel shall invoke the PBG of the most responsive Bidder (i.e. H1 Bidder).

Terms and Conditions of the Bid

Bidder is required to go through thoroughly the complete EoI document, for all the terms and conditions to be adhered by the successful Bidder during Project Implementation and Post implementation period.



4. Scope of Work:

Project Objective

RailTel wishes to engage an agency (referred to as “Service Provider”, Selection of Marketing Partner and PMC for Providing End to End Services for Monetization of PCSCL City Network Infrastructure on ‘Revenue Sharing Model’ according to the requirements, specifications and bill of quantities in the bid document.

RailTel is planning to participate in a Tender Floated by Pimpri Chinchwad Smart City Ltd (PCSCL) for Selection of Marketing Partner and PMC for Providing End to End Services for Monetization of PCSCL City Network Infrastructure on ‘Revenue Sharing Model’ vide Tender Reference No: 04/22-23 Dated. 05.08.2022.

Summary of Scope

Selection of Concessionaire for Providing End to End Services for Monetization of PCSCL City Network Infrastructure on ‘Revenue Sharing Model’

Proposed Scope of Work

RailTel wishes to utilize the services of an Implementation Agency (hereafter referred to as “Implementation Agency”/“IA”/“Selected Agency”/“Vendor”/“Bidder”) for Selection of Concessionaire for Providing End to End Services for Monetization of PCSCL City Network Infrastructure on ‘Revenue Sharing Model’. The project is envisaged to be implemented in a period as specified in the referred tender and any of its addendums/corrigendums/additional documents as encompassed in the tender. The Technical details of Scope encompassed may be referred in the PCSCL Tender, its addendums/corrigendum/ any other documents published by PCSCL issued vide Tender Reference No: 04/22-23 Dated. 05.08.2022.

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

Special Note:

- 1. Depending on RailTel’s business strategy RailTel may choose to work with Partner who is most likely to support in submitting a winning bid**
- 2. All Documents and requirements like EMD, Tender Fees, PBG, Contract Agreement to be shared/executed Back to Back as per the end customer RFP/Tender with Tender No. 04/22-23 Dated. 05.08.2022**
- 3. In case of any discrepancy or ambiguity in any clause /specification pertaining to scope of work area, the RFP released by end customer organization shall supersede and will be considered sacrosanct. (All associated clarifications, response to queries, revisions, addendum and corrigendum, associated prime service agreement (PSA)/ MSA/ SLA also included.)**
- 4. All clauses such as cost involved, payment term, validity, lock in period,e0.tc will be back to back as per PCSCL tender**
- 5. All required MAFs is to be arranged by Selected Bidders before RailTel’s submission of Bid in end customer tender.**

5. Payment Terms, Timelines & SLA

All the Payment Terms, Timelines and SLA will be back to back as per End Customer Tender document referred in Scope of Work. However following clauses override this EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI:

- 1) Payments will be processed and paid by BA at least 10 days before RailTel makes payment to its Customer
- 2) All payments to be processed 10-15 days well in Advance before due date of RailTel's payments to its end customer.
- 3) Any additional payments to be made by RailTel to its end customer will be unquestionable and without any dispute be accepted by BA and same shall be done back to back by BA.



6. Annexure I: Instructions & Pre-Qualification Bid Formats

Pre-Qualification Cover Letter

Date: dd/mm/yyyy

To
Deputy General Manager/ Marketing
RailTel Corporation of India Ltd
Western Railway Microwave Complex
Senapati Bapat Marg, Near Railway Sports Ground
Mahalaxmi, Mumbai – 400013

Sub: Selection of Concessionaire for Providing End to End Services for Monetization of PCSCL City Network Infrastructure on 'Revenue Sharing Model'

Ref: Bid No: <No> Dated <DD/MM/YYYY>

Dear Sir,

Having examined the EoIDocument (and the referred documents/ clarification / corrigendum issued thereafter, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the Bid Document for Selection of Concessionaire for Providing End to End Services for Monetization of PCSCL City Network Infrastructure on 'Revenue Sharing Model'.

We attach hereto our responses to pre-qualification requirements and technical & commercial proposals as required by the Bid Document. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to RailTel and its end customers, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the Bid Document (& referred Documents, subsequent clarification / addendums / corrigendums, if any) document and also agree to abide by this EoI response for a period of 120 days from the date fixed for bid opening. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed the Bid Document.

We agree that you are not bound to accept any EoI response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/

services specified in the EoI response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

TelephoneandFax :

E-mailaddress :



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Format to share Bidder'sParticulars

Sr. No	Description	Details(to be filled by the responder to the Bid)
1.	Name of the company	
2.	Official address	
3.	Phone No. And Fax No.	
4.	Corporate Headquarters Address	
5.	Phone No. And Fax No.	
6.	Web Site Address	
7.	Details of Company's Registration (Pleaseenclose copy of the company registration document)	
8.	Name of Registration Authority	
9.	Registration Number and Year of Registration	
11.	GST registration No.	
12.	Permanent Account Number (PAN)	
13.	Companys Revenue for last 5 years (Year wise)	
14.	Companys net worth for the last year(Year wise)	

Please submit the relevant proofs for all the details mentioned above along with your bid response.

Contact Details of officials for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Phone		
Mobile		
Fax		
E-mail		

Format for Declaration by the Bidder for not being Blacklisted / Debarred

(On Stamp Paper of Rs 500)

DECLARATION CUM-INDEMNITY BOND

Date: dd/mm/yyyy

I, _____ of, _____ do hereby declared and undertake as under.

1. I declared that I have submitted certificates as required to Executive Engineer (Monitoring) at the time of registration of my firm / company _____ and there is no change in the contents of the certificates that are submitted at the time of registration.
2. I declared that I _____ in capacity as Manager / Director / Partners / Proprietors of _____ has not been charged with any prohibitory and /or penal action such as demotion, suspension, black listing / de- registration or any other action under the law by any Government and / or Semi Government and/ or Government Undertaking.
3. I declared that, I have perused and examined the EoI document including addendum, condition of contract, specification, drawings, bill of quantity etc. forming part of EoI and accordingly, I submit my offer to execute the work as per EoI documents at the rates quoted by me in capacity as _____ of _____.
4. I further declared that if, I am allotted the work and I failed to carry out the allotted work in accordance with the terms and conditions and within the time prescribed and specified, RailTel is entitled to carry out the work allotted to me by any other means at my risk and cost, at any stage of the contract.
5. I also declared that I will not claim any charge / damages / compensation for non-availability of site for the contract work at any time.
6. I Indemnify RailTel and its stakeholders/ partners/ patrons for any Damages, Loss, or Injury, any legal suit, proceeding or legal action whatsoever that may be caused at any time by me or any other staff of _____ company, for the work undertaken and all such damage, damages, injury or loss, legal suit, legal action, I shall be solely responsible in individual as well as official capacity and such loss, damages, injury shall be made good and/ or as the case may be shall be paid immediately by me / Company to the satisfaction of the RailTel and its stakeholders/ partners/ patrons.

Dated _____ day of _____, 20____

Identified by me

Before me

<Advocate>

7. Annexure II: Instructions & Technical Bid Document Formats

General Instructions for the Technical Bid

Bidders have to submit a very structured and organized technical bid, which will be analyzed by the Technical Evaluation Committee for different compliances with regards to the requirements of the project.

Bidder is expected to divide its Bid in following sections / documents:

A. Bidder's Competence to execute the project

This document should bring about the capability of the firm to execute this project. Some of the required documents are as follows:

- Financial Capability of the Bidder and supporting documents
- Experience of Bidder of implementing similar/same applications or in supply of similar/same hardware components
- Quality of similar domain experts available with the firm

B. Proposed Team for the Project

Bidder may propose different people for different skill-sets required and different responsibilities (during Project Implementation and Post-Implementation). Following documentation is expected in this section:

- Overall Project Team (for both Project Implementation and Support phases)
- Escalation Chart for the entire Project Duration
- Summary Table giving Qualification, Experiences, Certifications, Relevance

C. Technical Solution Proposed for the Project

Broad areas to be covered in the Technical Solution documentation are given below:

- Bill of Material: This document should give details of all the proposed components, without specifying the costs. Please note that the bid shall get disqualified if Bidder gives price details in the technical document.
- Describe the proposed Technical Solution in a structured manner. Following should be captured in the same:
 - Clear articulation and description of the design and technical solution and various components
 - Reasoning for selection of the proposed technology over other options.
 - Extent of compliance to technical requirements specified in the scope of work
- Strength of the Bidder to provide services including examples or case-studies of similar solutions deployed for other clients
- Clearly articulate the Strategy and Approach and Methodology for Installation, Configuration and Implementation of the project.
- Approach and Methodology for Management of SLA Requirements specified in the bid. Bidder is required to clearly articulate how the SLA requirements would be adhered.
- Detailed Project Plan with timelines, milestones etc. for supply, installation and commissioning of the various project components.

Format to share ProjectDetails

Name of the Project:	
General Information	
Client for which the project was executed	
Name of the client contact person(s)	
Designation of client contact person(s)	
Contact details of the client contact person(s)	
Project Details	
Description of the project	
Scope of work of the Bidder	
Deliverables of the Bidder	
Technologies used	
Current Status of the project	
Other Details	
Total cost of the project	
Total cost of the services provided by the Bidder	
Duration of the project (number of months, start date, completion date, current status)	
Other Relevant Information	
Mandatory Supporting Documents:	
Work order / Purchase order / Contract for the project/ Client Certificate giving present status of the project and view of the quality of services by the Bidder	

Note: The Bidder is required to use above format for all the projects referenced by the Bidder for the pre- qualification criteria and technical bid evaluation.

8. Annexure III: Instructions & Commercial Bid Formats

Commercial Bid Cover Letter

Date: dd/mm/yyyy

To

Deputy General Manager/ Marketing

RailTel Corporation of India Ltd

Western Railway Microwave Complex

Senapati Bapat Marg, Near Railway Sports Ground

Mahalaxmi, Mumbai – 400013

Sub: Selection of Concessionaire for Providing End to End Services for Monetization of PCSCL City Network Infrastructure on 'Revenue Sharing Model'

Ref: BidNo:<No> Dated <DD/MM/YYYY>

Dear Sir,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of "Selection of Concessionaire for Providing End to End Services for Monetization of PCSCL City Network Infrastructure on 'Revenue Sharing Model'" do hereby propose to provide services as specified in the bid referred above.

1. PRICE AND VALIDITY

- All the prices mentioned in our bid are in accordance with the terms as specified in the bid documents. All the prices and other terms and conditions of this bid are valid for a period of 120 calendar days from the date of opening of the Bids and back to back as per scope of work whichever is later.
- We hereby confirm that our bid prices include all taxes. Taxes are quoted separately under relevant sections, as specified in the bid formats.
- We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other Corporate Tax in altered under the law, we shall pay the same.

2. UNIT RATES

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

3. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the bid documents and there are no deviations.

4. QUALIFYING DATA

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

5. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the bid document. These prices are indicated in the subsequent sub-sections of this Section.

6. CONTRACT PERFORMANCE GUARANTEE BOND

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Bank Guarantee in the form prescribed in the bid.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept a bid you receive. We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully,

(Signature of the Authorized Signatory)

Name:

Designation:

Seal:

Date:

Place:

Business Address:

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Commercial Bid Format and Instructions

The Bidder has to quote the rate in the BoQ table. The price shall be inclusive of Goods & Services Tax as applicable under the relevant Laws of India.

BOQ Format:

Sr. No.	Item Description	Quantity	Units	Estimated Rate	Percentage (%) to be quoted by bidder
1.01	“0%” of the Yearly Minimum Revenue Committed (YMRC) which shall be necessarily either equal to or above 100%	1.000	Nos	1.00	
1.02	“0%” of “Yearly Additionally Revenue Generated (YARG)” which concessionaire/selected bidder will give to PCSCL	1.000	Nos	1.00	

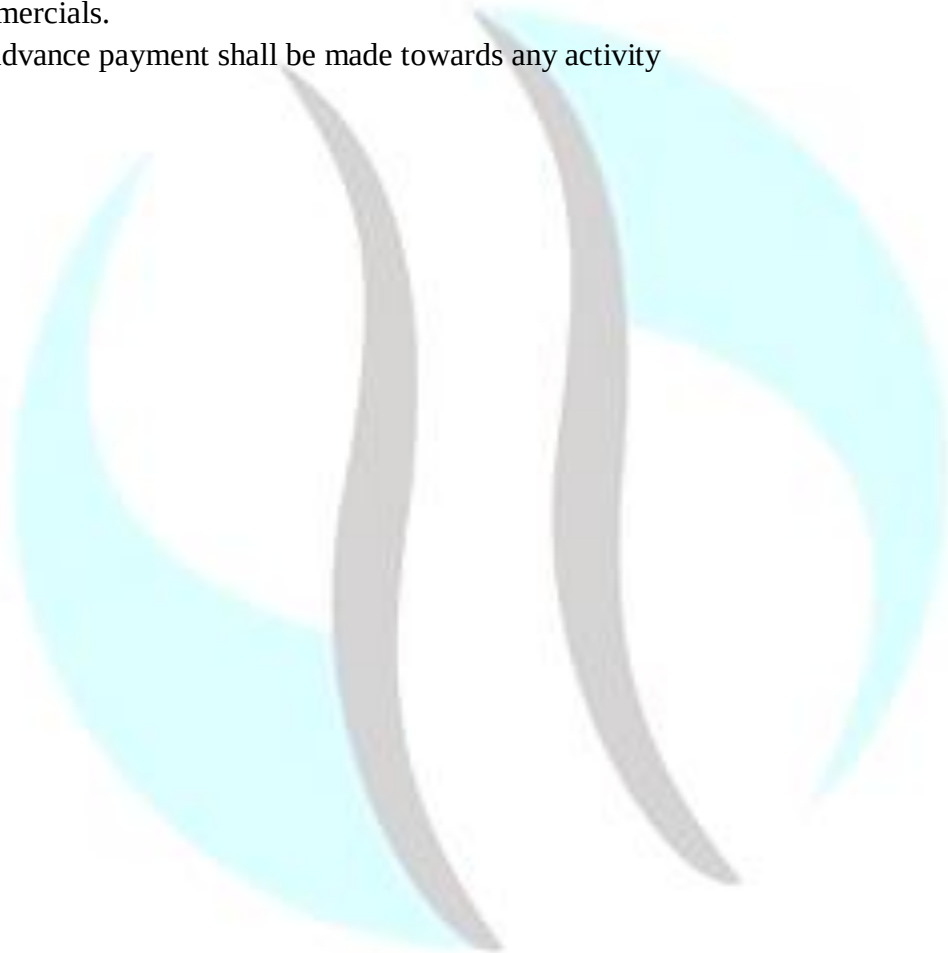
BoQ Table will be as per formats specified in referred documents including all of its addendums / corrigendums / additional documents as mentioned in Scope of Work.

Note:

1. Bidder is required to do POC of the hardware during the technical evaluation or post Award of contract as per RailTel’s discretion.
2. The Bidder will quote both for Implementation cost and the Operations and Maintenance cost.
3. RailTel to scale up and scale down resources based on requirements. Any line items may be removed from the scope based on RailTel’s discretion.
4. All the prices are to be entered in Indian Rupees ONLY.
5. Prices indicated in the schedules shall be inclusive of all taxes, Levies, duties etc. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever asked for.
6. During the payment stage, RailTel reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
7. The Bidder needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items. No additional/separate payment shall be made regarding the same.
8. For the purpose of evaluation of Commercial Bids, RailTel shall make appropriate assumptions to arrive at a common bid price for all the Bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the Bidder.
9. The Contract Price shall be firm and not subject to any alteration.
10. The Bidder should be deemed to have satisfied itself as to the correctness and sufficiency of the contract price, which shall, except as otherwise provided for in the contract, cover all its obligations under the contract.
11. Please note invitation of price discovery rate for future requirements does not imply

guarantee of any additional work or any increase in scope. The price discovery rates are being invited to meet any exigency requirements if a need emerges during the period of contract with respect to deployment of additional manpower resources.

12. Wherever present, the items mentioned as Lump Sum in above table will have quantity as 1. However, the bidder should consider the same as Lump Sum and submit the commercials.
13. No advance payment shall be made towards any activity



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9. Annexure IV: Complete EoI Examination & Nil Deviation Certificate

To
Deputy General Manager/ Marketing
RailTel Corporation of India Ltd
Western Railway Microwave Complex
Senapati Bapat Marg, Near Railway Sports Ground
Mahalaxmi, Mumbai – 400013

Sub: Complete EoI Examination & Nil Deviation Certificate

Ref:EoI Number: _____ Dated: _____

Dear Sir,

We <Bidder Name> having completely examined the referred EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI, conclude that we have understood the Terms & Conditions of the EoI and its subsequent addendums & corrigendum (if any) and any other documents/its addendums/corrigendum referred in this EoI. We declare that we have sought all clarifications for the same from RailTel or its end customer for anything contained in this EoI & any other documents/its addendums/corrigendum referred in this EoI and have been satisfied with the clarifications to the fullest extent and there are no terms, clauses, conditions, etc which are ambiguous.

We also declare that there is no deviation from adhering to anything that is contained in this EoI and any other documents/its addendums/corrigendum referred in this EoI and that any deviation later raised by us shall lead to forfeiture of the Bid/Contract at complete discretion of RailTel.

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone and Fax :

E-mail address :

10. Annexure V: Back to Back Compliance Certificate

To
Deputy General Manager/ Marketing
RailTel Corporation of India Ltd
Western Railway Microwave Complex
Senapati Bapat Marg, Near Railway Sports Ground
Mahalaxmi, Mumbai – 400013

Sub: Complete back to back Compliance Certificate

Ref: 1) EoI Number: _____ Dated: _____

2) Tender Reference No: 04/22-23 Dated. 05.08.2022 and all of its corrigendums & published documents

Dear Sir,

Considering reference 1 & 2 we would like to declare that we have read and understood the EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI thoroughly. We would like to give you our back to back compliance for all the tender terms and conditions, clauses, timelines, deliverables and anything explicitly mentioned in the EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI.

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone and Fax :
E-mail address :

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11. Annexure VI: Draft Non-Disclosure Agreement

(To be submitted on Letter Head)

This Non-Disclosure Agreement (“Non-Disc”) is made and entered into _____ day of _____ month _____ year (effective date) by and between _____ (“Department”) and _____ (“Company”). Whereas, Department and Company have entered into an Agreement (“Agreement”) _____ effective _____ for _____ and

Whereas, each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, (“CONFIDENTIAL INFORMATION”).

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. Definitions. As used herein:

- a. The term “Confidential Information” shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer and prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party’s data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the Department’s information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.
- b. The term, “Department” shall include the officers, employees, agents, consultants, contractors and representatives of Department.
- c. The term, “Company” shall include the directors, officers, employees, agents, consultants, contractors and representatives of Company, including its applicable affiliates and subsidiary companies.

2. Protection of Confidential Information: With respect to any Confidential Information disclosed to it or to which it has access, Company affirms that it shall:

- b. Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;
- c. Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information than the parties take to protect the confidentiality of its own proprietary and confidential information and that of its

- clients;
- d. Not to make or retain copy of any commercial or marketing plans, citizen/users/persons/customers database, Bids developed by or originating from Department or any of the prospective clients of Department except as necessary, under prior written intimation from Department, in connection with the Project, and ensure that any such copy is immediately returned to Department even without express demand from Department to do so;
 - e. Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
 - f. Return to the other party, or destroy, at Department's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party therefore.
 - g. Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between Department and Company or the nature of services to be provided by the Company to the Department.
3. **Onus.** Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.
4. **Exceptions.** These restrictions as enumerated in section 1 of this Agreement shall not apply to any Confidential Information:
- a. Which is independently developed by Company or lawfully received from another source free of restriction and without breach of this Agreement; or
 - b. After it has become generally available to the public without breach of this Agreement by Company; or
 - c. Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party's possession; or
 - d. Which Department agrees in writing is free of such restrictions.
 - e. Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;
5. **Remedies.** Company acknowledges that
- (a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to Department;
 - (b) Company affirms that damages from such disclosure or use by it may be impossible to measure accurately; and
 - (c) injury sustained by Department may be impossible to calculate and remedy fully. Therefore, Company acknowledges that in the event of such a breach, Department shall be entitled to specific performance by Company of Company's obligations contained in this Agreement. In addition, Company shall indemnify Department of the actual and liquidated damages which may be demanded by Department. Moreover, Department shall

be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.

6. **Need to Know.** Company shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.
7. **Intellectual Property Rights Protection.** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
8. **No Conflict.** The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
9. **Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
10. **Dispute Resolution.** If any difference or dispute arises between the Department and the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred appropriately to RailTel/ stakeholders/ partners/ patrons
 - a. The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration and Conciliation Act, 1996 and amendments thereof.
 - b. The place of arbitration shall be Mumbai.
 - c. The arbitrator's award shall be substantiated in writing and binding on the parties.
 - d. The proceedings of arbitration shall be conducted in English language.
 - e. The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.
11. **Governing Law.** This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at Mumbai, India only.
12. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.
13. **Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
14. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
15. **Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid

and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.

16. Waiver. If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

17. Survival. Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.

18. Non-solicitation. During the term of this Agreement and thereafter for a further period of two (2) years Company shall not solicit or attempt to solicit Department's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to Department with any employee and/or consultant of the Department who has knowledge of the Confidential Information, without the prior written consent of Department. This section will survive irrespective of the fact whether there exists a commercial relationship between Company and Department.

19. Term. Subject to aforesaid section 17, this Agreement shall remain valid up to _____ years from the "effective date".

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For Department

Name:

Title:

WITNESSES:

1. _____

2. _____

For Company

Name:

Title:

WITNESSES:

1. _____

2. _____

12. Annexure VII: Integrity Pact

(To be executed on Rs. 500/- Stamp Paper)

EoI Number: _____ Dated: _____

This Integrity Pact is made at on this _____ Day of _____ 2022

BETWEEN

RailTel Corporation of India Ltd (a Govt of India Enterprise under Ministry of Railways) having its registered office at Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 and Regional Office at Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi, Mumbai – 400013, hereinafter referred to as “The Principal”, which expression shall unless repugnant to the meaning or contract thereof include its successors and permitted assigns

AND

<Bidder Name> having its registered office at <Bidders Registered and Branch Address (if any)> hereinafter referred to as “The Bidder/ Contractor/ Concessionaire/ Consultant” and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.

Preamble

Whereas, the Principal intends to award, under laid down organizational procedure's contract/s for ‘_____’. The Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and for Contractor(s)/Concessionaire(s)/Consultant(s).

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as Integrity Pact) the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties. Now, therefore, in consideration of mutual covenants stipulated in this pact, the parties hereby agree as follows and this pact witnessed as under: -

Article – 1: Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principle: -
 - 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 tender process or the contract execution.
 - c. The Principal will exclude all known prejudiced persons from the process.
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 any other Statutory Acts 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 as per its internal laid down Rules/ Regulations.

Article – 2: Commitments of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)

The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(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)/ Concessionaire(s)/ Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principals 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 of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(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 or bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not commit any offence under the relevant IPC / PC. Act and other Statutory Acts; further the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not use improperly for purposes of completion 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)/ Concessionaire(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India. If any similarly the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any. Further details as mentioned in the ‘Guidelines on Indian Agents of Foreign Suppliers’ shall be disclosed by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/

Consultant(s). Further, all the payments made to the Indian Agent /Representative have to be Indian Rupees only.

- e. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(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. He shall also disclose the details of services agreed upon for such payments.
- f. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- g. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.
- h. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) who have signed a Integrity pact shall not approach the court while representing the matter to IEMs and shall wait for their decision in the matter.

Article – 3: Disqualification from tender process and exclusion from future contracts

1. If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) before award or during execution has committed a transgression through a violation of any provision of Article- 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)/ Concessionaire(s)/ Consultant(s) from the tender process.
2. If the Bidder/Contractor/Concessionaire/Consultant has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder/Contractor/Concessionaire/Consultant for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/Contractor/Concessionaire/Consultant and the amount of the damage. The exclusion will be imposed for a maximum of 1 year.
3. A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that “On the basis of facts available there are no material doubts”.
4. The Bidder/ Contractor/Concessionaire/Consultant will its free consent and without any influence agrees and undertakes to respect and uphold the Principal’s absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

5. The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder/ Contractor/Concessionaire/Consultant shall be final and binding on the Bidder/ Contractor/Concessionaire/Consultant, however, the Bidder/ Contractor/ Concessionaire/ Consultant can approach IEM(s) appointed for the purpose of this Pact.
6. On occurrence of any sanctions/ disqualification etc. arising out from violation of integrity pact, Bidder/ Contractor/Concessionaire/Consultant shall not be entitled for any compensation on this account.
7. Subject to full satisfaction of the Principal, the exclusion of the Bidder/Contractor/Concessionaire/Consultant could be revoked by the Principal if the Bidder/ Contractor/Concessionaire/Consultant can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Article – 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Article-3, the Principal shall be entitled to forfeit the Earnest Money Deposit/ Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security apart from any other legal right that may have accrued to the Principal.
2. In addition to above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/Concessionaire/Consultant's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/ Concessionaire/ Consultant and/or demand and recover liquidated and all damages as per the provisions of the contract/Concession agreement against Termination.

Article – 5: Previous Transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years immediately before signing of this integrity pact with any other Company in any country conforming to the anticorruption/Transparency International (TI) approach or with any other Public Sector Enterprise/Undertaking in India or any Government Department 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 or action for his exclusion can be taken as mentioned under Article-3 above for transgression of Article-2 and shall be liable for compensation for damages as per Article-4 above.

Article – 6: Equal treatment of all Bidders/ Contractors/ Concessionaires/ Consultants/ Subcontractors

1. The Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this integrity Pact, and to submit it to the Principal before contract signing.

2. The Principal will enter into agreements with identical conditions as this one with all Bidders/Contractors/Concessionaire/Consultant and Subcontractors.
3. The Principal will disqualify from the Tender process all Bidders who do not sign this Pact violate its provisions.

Article – 7: Criminal charges against violating Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/ Sub-contractor(s)

If the Principal obtains knowledge of conduct of a Bidder/ Contractor/ Concessionaire/ Consultant or Subcontractor, or of an employee or a representative or an associate of a Bidder/ Contractor/ Concessionaire/ Consultant 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.

Article – 8: Independent External Monitor (IEM)

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval from Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, RailTel.
3. The Bidder/Contractor/Concessionaire/Consultant accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/ Contractor/ Concessionaire/ Consultant. The Bidder/ Contractor/ Concessionaire/ Consultant 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.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractors(s) with confidentiality. The Monitor has also signed on 'Non-disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CMD, RailTel and recuse himself/herself from that case.
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 Bidder/Contractor/ Concessionaire/Consultant. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice any transgression as given in Article- 2, he may request the Management of the Principal to take corrective action, or to take relevant action. The monitor can in this regard submit non-*binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the CMD, RailTel within 8-10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8. If the Monitor has reported to the CMD, RailTel, a substantiated suspicion of an offence under relevant IPC/PC Act or any other Statutory Acts, and the CMD, RailTel has not, within the reasonable time taken visible action to proceed against such offence or reported it the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

Article – 9: Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor/Consultant 12 months after his Defect Liability Period is over or 12 months after his last payment under the contract whichever is later and for all other unsuccessful Bidders, 6 months after this Contract has been awarded (In case of BOT projects). It expires for the concessionaire 24 months after his concession period is over and for all other unsuccessful Bidders 6 months after this Contract has been awarded. Any violation of the same would entail disqualification of the bidder and exclusion from future dealings.

If any claim is made/lodged 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.

Article – 10: Other Provisions

1. This pact 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 Bidder/Contractor/Concessionaire/Consultant is a partnership or a Joint Venture partner, this pact must be signed by all partners or 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. Issue like warranty / Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the clause in Integrity Pact shall prevail.
7. Any dispute/differences arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
8. The actions stipulated in the integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

In witness whereof, the parties have signed and executed this pact at the place and date first mentioned in the presence of following witnesses: -

(For & On behalf of the (Principal)

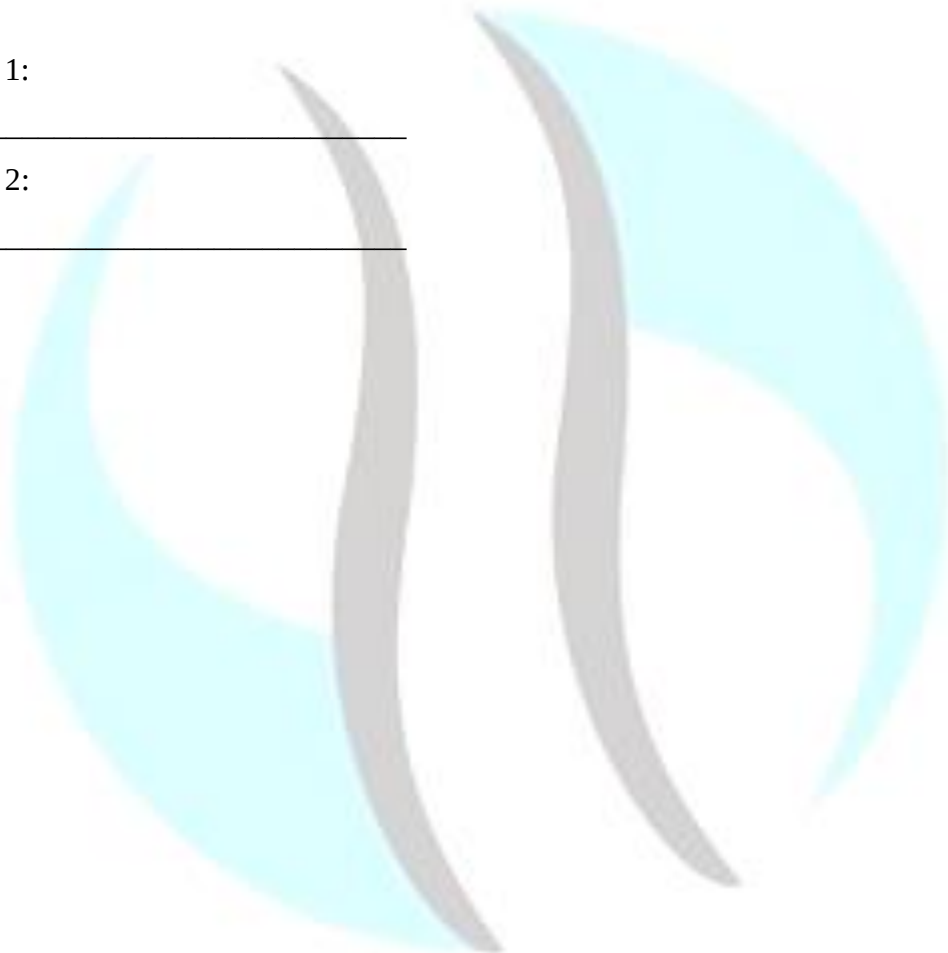
(For & On behalf of Bidder/Contractor/
Concessionaire/Consultant)

Place:

Date:

Witness 1:

Witness 2:



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13. Annexure VIII: Performance Bank Guarantee Format

(Format as per end customer RFP - VOLUME I, Sr No 11, Annexure – 4, Performance Security Deposit)



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14. AnnexureIX: Contract Agreement

(Format as per end customer RFP - VOLUME III - Legal Specifications)



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