



**रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड (आर सी आई
एल)**

RailTel Corporation of India Limited (RCIL)

Expression of Interest for Selection of System Integrator

For

“Design, Engineering, Supply of IP based Video Surveillance System (VSS) and retrofitment & integrated testing of the same in in-service rolling stock (ICF and LHB,type of coaches), warranty, preventive maintenance during warranty period and Comprehensive Annual Maintenance Contract (CAMC) post-warranty is also in the scope of the contract”

Electronic Eoi Document

Expression of Interest

**Eoi No: - RailTel/SR/SC/Mktg/2025-26/EOI/029-SRly -Coaches
dt:10-10-2025**

EXPRESSION OF INTEREST NOTICE

e-EoI No. RailTel/SR/SC/Mktg/2025-26/EoI/029-SRly -Coaches dt:10-10-2025

RailTel Corporation of India Ltd. (RailTel) invites bids against e-EoI from RailTel's Empaneled Business Associates for Selection of System Integrator for the work of "Design, Engineering, Supply of IP based Video Surveillance System (VSS) and retrofitment & integrated testing of the same in in-service rolling stock (ICF and LHB,type of coaches) as per RDSO specification No. RDSO specification No.RDSO/SPN/TC/106/2025 Ver.3.1 and RDSO Lr.No. MC/MK-2 dt.30.06.2025 over Southern Railway at various locations and additional technical instructions and special conditions (Annexure A).Training,Security auditing by STQC, warranty, preventive maintenance during warranty period and Comprehensive Annual Maintenance Contract (CAMC) post-warranty is also in the scope of the contract" **as per PCMM / SRly Tender No. 04255005 dated 11.09.2025 (goods) and its corrigenda.**

The details are as below: -

a)	Closing date for Submission of e-Bids	Up to 10:30 hrs. of 13.10.2025 (Online)
b)	Date of opening of E-Bids	Up to 10:45 hrs. of 13.10.2025 (Online)
c)	Earnest Money Deposit (EMD)	Rs. 5,00,000/- (Rupees Five Lakhs Only) in the form of Bank Guarantee / online payment as per format in Form-12 Chapter 6. Validity of the BG should be 270 days from the Last Date of submission
d)	Cost of EoI Document	Nil
e)	e-EoI portal for Submission of Bids	https://railtel.eNivida.com
f)	Place of Opening of EoI	The Office of Executive Director,RailTel Corporation of India Ltd.,1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road, opp. Shoppers Stop, Begumpet, Hyderabad- 500 016
g)	Bidding Type	(Single Stage)
h)	Tender Type	Online

Note:

EoI Notice and link for EoI Document are available on RailTel's website and e-EoI portal <https://railtel.eNi-vida.com> for download. For online bid submission the bidder will have to necessarily download an officialonline copy of the EoI documents from e-Nivida Portal. All future Information viz. corrigendum/addendum/amendments etc. for this EoI shall be posted on the RailTel's website and e-EoI Portal only. Printed copyof EoI document will not be sold from RailTel office. Bid will be submitted online on e-Nivida Portal only.

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

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

Hereinafter the PCMM / SRly Tender No. 04255005 dated 11.09.2025 (goods) and its corrigenda/ Addenda will be referred as "PCMM / SRly Tender" and this EOI document will be referred as "EOI".

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CHAPTER-1: OFFER LETTER

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

1. I/We _____ have read the various conditions detailed in EoI documents and PCMM / SRly Tender No. 04255005 dated 11.09.2025 (goods) attached here to and hereby agree to ABIDE BY THE SAID CON-DITIONS. I/We also agree to keep this offer open for acceptance for a period of 180 days from the date of submission and in default thereof, I/We will be liable for face action. I/We offer to do the work at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work of subject EoI within timelines as specified in CMMM/SCR/Stores), Secunderabad Tender from the date of issue of LOA. I/We also hereby agree to abide by the Various Conditions of EoI/Contract/ PCMM / SRly), Tender and to carry out the supplies/services according to the Specifications for items/materials and works laid down by RailTel.
2. I/We have submitted the EMD in the form of Bank Guarantee/ online payment on eNivida portal and accept the conditions of the EMD clause. Action will be taken,

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

Or

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

Or

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

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

SIGNATURE OF CONTRACTOR (S)

Date

SIGNATURE OF WITNESS
ADDRESS1.

CONTRACTOR (S)

2.

CHAPTER- 2A: Deleted

CHAPTER 2B: Deleted

CHAPTER 3: SCOPE OF WORK AND TECHNICAL REQUIREMENTS.

The scope of work will broadly include Design, Engineering, Supply of IP based Video Surveillance System (VSS) and retrofitment & integrated testing of the same in in-service rolling stock (ICF and LHB,type of coaches) as per RDSO specification No. RDSO specification No.RDSO/SPN/TC/106/2025 Ver.3.1 and RDSO Lr.No. MC/MK-2 dt.30.06.2025 over Southern Railway at various locations and additional technical instructions and special conditions (Annexure A).Training,Security auditing by STQC, warranty, preventive maintenance during warranty period and Comprehensive Annual Maintenance Contract (CAMC) post-warranty is also in the scope of the contract.

3.A. Introduction

3.A.1 About RailTel

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

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

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

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

3.A.1.1 Scope of Work

Project Scope: Supply, Installation, Testing, Commissioning and CAMC as per As per the PCMM / SRly Tender

All the drawings and other documents can be downloaded from <https://www.ireps.gov.in/>.

Bidder's Responsibility

As per the PCMM / SRly Tender document attached.

3.A.1.2 Compliance to Technical Requirements

As per the PCMM / SRly Tender document attached.

In the offer, the bidder shall include a deviation certificate (Form No. 6 of Chapter-6) statement for compliance of terms and conditions mentioned in the EoI document (which also includes PCMM / SRly Tender document).

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

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

3.B.1. Inspection

As per the PCMM / SRly Tender document attached.

3.B.2. Installation

As per the PCMM / SRly Tender document attached.

3.B.5 Final Acceptance

As per the PCMM / SRly Tender document attached.

3.c. TRAINING, VENDOR DATA REQUIREMENT, DOCUMENTATION, AND DESIGN GUIDE-LINES

3.C.1 Training

As per the PCMM / SRly Tender document attached.

3.C.2 Vendor Data Requirement and Documentation

As per the PCMM / SRly Tender document attached.

CHAPTER- 4A: COMMERCIAL TERMS & CONDITIONS

4.A.1 Offer letter and Validity of offer

As per the PCMM / SRly Tender document attached.

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

4.A.2 Warranty

As per the PCMM / SRly Tender document attached.

4.A.2.1 Warranty Support

As per the PCMM / SRly Tender document attached.

4.A.3 Long Term Maintenance Support

As per the PCMM / SRly Tender document attached.

4.A.4 Implementation timeline

As per the PCMM / SRly Tender document attached.

4.A.5 Project Deployment

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

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

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

Installation and commissioning of software, hardware and equipment as per terms and conditions of the EoI and PCMM / SRly Tender.

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

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

4.A.6 Payment Terms

4.A.6.1 Payment Terms for Items:

The payment terms will be as per. PCMM / SRly tender on a back-to- back basis on receipt of payment from PCMM / SRly subject to bifurcation of supply and I&C components as per SOR. All terms and conditions shall be as per PCMM / SRly Tender.

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

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

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

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

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

As per the PCMM / SRly Tender document attached.

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

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

As per the PCMM / SRly Tender document attached.

This bank guarantee should be submitted within 15 days from the date of final installation, testing, commissioning, integration, training and acceptance by Railways. The Bank Guarantee shall remain valid for the **consolidated warranty period (4 years) of complete solution plus 2 months (total 50 months)**. In case of no warranty claims towards the items under warranty, the PBG will be returned on completion of warranty period.

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

- a. The items supplied by bidder fail to achieve the performance as stipulated in this and PCMM / SRly Tender documents or
- b. The bidder fails to provide the warranty and other services including SLA in scheduled time frame, as stipulated in this document or
- c. The bidder delays to provide the warranty services as stipulated in this document.

4.A.8 Verification of BG for SD/PBG –

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

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

4.A.9. Taxes & Duties

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

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

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

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

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

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

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

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

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

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

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

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

As per the PCMM / SRly Tender document attached.

4.A.11. Manpower Support

As per the PCMM / SRly Tender document attached.

4.A.12 Insurance

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

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

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

4.A.13 Liquidated Damages

Liquidated damage shall be as per PCMM / SRly Tender condition and all the LD except those attributable purely to RailTel, imposed by PCMM / SRly shall be recovered from the contractor.

4.A.14 Transportation

The rates quoted should be CIP destination. The destination shall be Site Locations of PCMM / SRly which shall be indicated by RailTel.

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

4.A.19 Statutory Deductions

These will be made at source as per the rules prevalent in the PCMM / SRly, Tender.

4.A.20 Qualification Criteria

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

4.A.20.1 Qualification Requirements of Bidders: To be eligible for Qualification an individual Bidder shall fulfil the following conditions of eligibility:

4.A.20.1.1 Technical Capacity: Any ICT work with a PO value of Rs.5 Cr in last Three (3) Year

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

4.A.21 Eligibility Criteria Requirements for Bidders:

The bidders must comply with the following conditions for their eligibility in the participation for the EOI. Submit necessary declarations/certifications as per Tender Terms and Conditions:

Sl.No	Particulars	Criteria as per EOI	Proof/Documents Required
1	Bidder(s) company Registration	I. Registered under Companies Act, 1956 or Companies Act 2013 or as amended and should have at least 3 years of operations in India as on bid submission date.	Certificate of Incorporation to be submitted. Power of Attorney from company authorizing person for signing bid.

2	Annual Turnover and Bid capacity (Financial capacity)	Average turnover of 75 Crs from the last Three (3) Financial Year FY:2022-23, FY-2023-24 and FY:2024-25 and Positive Net worth certificate	Audited balance Sheet/CA Certificate with UDIN
3	Blacklisting	The Bidder should not have been blacklisted by the Government of India or any state government for any reasons whatsoever and the bidder should not have been blacklisted by Central / any other State/UT Government	Undertaking from the Company Secretary or the Authorized Signatory
4	MAF	MAF from OEM addressing Southern Railway as per PCMM/SRly tender	MAF from OEM addressing Southern Railway as per PCMM/SRly tender-Annexure - 2(Form-8) of Southern Railway tender
5	STQC and BIS for Camera and	Tenderer has to submit STQC approval of camera and software of MNVR from OEM	Tenderer has to submit STQC approval of camera and software of MNVR from OEM
6	OEM Declaration	Tenderers have to submit declaration as mentioned in para 3.14 of the RDSO specification RDSO/SPN/TC/106/2025 Ver. 3.1 dated 04/06/2025.	Tender to submit Form-16 of EOI
7	Past Experience	Any ICT or Similar work of tender in Last seven (7) Year from Govt/PSU for Rs.50Crs or above	Purchase order /Agreement along with completion certificate from the Concerned authorities
8	Local Contant Certificate	The bidder shall comply with the LC provided in RFP self-declaration and LC certificate from Statutory auditor/cost auditor/Practicing CA	Self-declaration of LC Certificate and LC from Statutory auditor, cost auditor or a practicing CA to be submitted as per EOI-Form-15
9	Empanelment	Bidder must be empanelled with RailTel as business associate.	i)Copy of Empanelment letter or application details for BA with RCIL ii) If bidder is not empanelled with RailTel and has applied for empanelment and issue of letter of empanelment is pending, then, bidder has to submit proof of, payment of empanelment fee/EMD or acknowledgement letter of submission of empanelment documents
10	EMD	Bidder shall furnish as part of its bid an earnest money deposit. The Bid shall contain an EMD amount of Rs 5,00,000/-	EMD may be paid through online in eNivida or BG (Bank Guarantee for 270 Days (which should be minimum 90 days beyond the expiry of validity of Bid)

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

- a. Bidders need to provide Single point of contact and also share the support and escalation matrix with details like e-Mail IDs and Phone nos.
- b. OEM / Bidder shall declare that the quoted products are brand new and not re-furnished and repaired products. The products provided should be the latest available.
- c. The bidder must agree to provide and execute the entire scope of work involved as per EOI document.

4.A.22 Consortium with RailTel

4.A.23 Eligibility Credentials and Verification

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

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

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

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

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

4.A.24 RailTel Reserves the right:

- (i) To verify, if so desired, the correctness of documentary evidence furnished by the bidder.
- (ii) To verify the successful operation and performance of qualifying projects and bidder shall arrange permission for the same.

- (iii) To carry out capability assessment of the bidder(s) including referral to in-house information.
- (iv) RailTel shall not be responsible for any delay in the receipt of EoIs and reserves the right to **ACCEPT/REJECT** any or all EoIs without assigning any reason. To ask the clarification and supporting documents in respect to submitted eligibility documents.

4.A.25 Evaluation of Offer

The technical bids will be evaluated in two steps-

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

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

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

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

Inter se position of the offers will be determined on total cost which will include basic rate, custom duty, CGST, SGST, IGST, UTGST, freight, ~~insurance~~ and any other charge or cost quoted by the Bidder, including GST payable, on reverse charge by RailTel.

4.A.26-NA

4.A.27-NA

4.A.28-NA

4.A.29-NA

4.A.30-NA

4.A.31 Earnest Money Deposit (EMD)

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

Action will be taken if a bidder withdraws his offer or modifies the terms and conditions of the offer during validity period and in the case of a successful bidder, if the bidder fails to accept the Purchase order/LOA and fails to furnish performance bank guarantee (security deposit) in accordance with clause 4.A.7.

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

4.A.33 Offer/ Bid Prices

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

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

4.A.34 NIL Deviation

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

4.A.35 Inspection

Inspection will be carried by RailTel/customer appointed agency if required by customer and/or as per PCMM / SRly Tender conditions. Any additional Scope of the Inspection would be as per the requirement of the Customer.

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

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

4.A.36 Force Majeure

If during the Agreement, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason beyond the control of the parties including war, hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the parties), fire, floods, earthquakes, natural calamities or any act of GOD (hereinafter referred to as EVENTS), provided notice of happenings of any such EVENT is given by the affected party to the other, within twenty one (21) days from date of occurrence thereof, neither party shall have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided service under this Agreement shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.

In the event of a Force Majeure, the affected party will be excused from performance during the existence of the Force Majeure. When a Force Majeure occurs, the affected party after notifying the other party will attempt to mitigate the effect of the Force Majeure as much as possible. If such delaying cause shall continue for more than thirty (30) days from the date of the notice stated above, the party injured by the inability of the other to perform shall have the right, upon written notice of thirty (30) days to the other party, to terminate this Agreement. Neither party shall be liable for any breach, claims, and damages against the other, in respect of non-performance or delay in performance as a result of Force Majeure leading to such termination.

4.A.37 Settlement of Disputes/Arbitration

- 1) Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be at New-Delhi.
- 2) All arbitration proceedings shall be conducted in English. Recourse against any arbitral award so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.
- 3) The Arbitral Tribunal shall consist of the Sole Arbitrator appointed by CMD/RailTel Corporation of India Limited, if the value of claim is up to Rs. 10 lakhs. If the value of the claim or amount under dispute is more than Rs. 10 Lakhs, the matter shall be referred to the adjudication of arbitral council. Chairman Managing Director (CMD) of RailTel Corporation shall furnish a panel of three names to the contractor, out of which, contractor will recommend one name to be his nominee and then CMD/RailTel shall appoint one name as RailTel's nominee and these two arbitrators with mutual consent shall appoint a third arbitrator who shall act as the deciding arbitrator in terms of Arbitration and Conciliation Act. The award of the sole arbitrator or the Arbitral council, as the case may be, shall be final and binding on both the parties. Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided

herein, the parties shall nevertheless pending the resolution of the Controversy or disagreement, continue to fulfill their obligation under this Agreement so far as they are reasonably able to do so.

4.A.38 Governing Laws

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

4.A.39 Indemnity by Contractors

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

4.A.40 Termination for Default

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

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

4.A.41 Risk, Cost & Ownership

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

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

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

4.A.42. Termination for Insolvency

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

4.A.43 Rates During Negotiation

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

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

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

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

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

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

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

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

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

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

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

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

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

4.A.46 Opening of EoI

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

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

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

4.A.48 Errors, Omissions & Discrepancies

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

4.A.49 Wrong Information by bidder

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

4.A.50 Limitation of Liability:

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

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

4.A.51 Integrity Pact Program

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

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

Name of IEMs and contact details:

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, Bangaluru560102.
E-Mail: poonatis@gmail.com
M.No. +91-9448105097

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

Chief Vigilance Officer

RailTel Corporation of India Ltd
6th Floor, Office Block Tower-2,
NBCC Complex, East Kidwai Nagar,
New Delhi-110023
E-Mail: cvo@railtelindia.com

- b) If the order, with total value equal to or more than the threshold value, is split to more than one vendor and even if the value of PO placed on any/each vendor(s) is less than the threshold value, IP document having been signed by the vendors at bid stage itself, the Pact shall continue to be applicable.
- c) 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.
- d) Bidder of foreign origin may submit the Integrity Pact on its company's letterhead, duly signed by the person signing the bid.

- e) The 'Integrity Pact' shall be submitted online by all the Bidders duly signed in all pages along with the Bid. EoI received online without signed copy of the Integrity Pact document along with the technical bid documents will be liable to be **REJECTED**. Proforma for signing the Integrity Pact is available in Chapter-6 of this EoI document (Form No. 5). Original copies are needed to be submitted by the successful bidder before issuance of LOA as per Clause 4.B.3, Point (b) of Chapter-4B.
- f) One copy of the Integrity Pact shall be retained by RailTel and the 2nd copy will be issued to the representative of the bidders before issuance of LOA to the successful bidder. If the Bidders representative is not present during the issuance of LOA, the 2nd copy shall be sent to the bidder by post/courier.
- g) The Integrity Pact is applicable in this EoI vide CVC circular no. 10/05/09 dated 18.05.09 and revised guideline of CVC circular no. 015/VGL/091 dated 13.01.17 or the latest updated from time to time shall be followed.

4.A.52. Preference to Domestic Manufacturers

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

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

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

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

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

The margin of purchase preference shall be 50% and shall be given to ‘Class-I local supplier’. ‘Margin of purchase preference’ means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 (Class- II local supplier) for the purpose of purchase preference.

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

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

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

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

"We_____the statutory auditor/cost auditor of M/s. (name of the bidder) hereby certify that M/s._____ (name of bidder) are offering_% Local Content for overall solution of the Project Work under this EoI in accordance with GOI Guidelines vide offerNo. dated_ against RAILTEL EoI No. . -

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

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

If after opening of price bid, lowest bid is of Class-II local supplier/bidder the eligible (techno-commercially qualified) Class-II local supplier(s)/bidder(s) shall be granted a purchase preference to 50% i.e., where their evaluated price bid is within 50% of the evaluated lowest price bid of Class-II local supplier/bidder.

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

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

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

4.A.53 Sanctions

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

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

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

4.A.54 Make in India

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

The provisions of the Public Procurement (Preference to Make in India) Order 2017 dated June 15, 2017 (including revision issued on and 16.09.2020 subsequent amendments issued till opening of EoI, if any) by Department of Industrial Policy and Promotion, GoI shall

apply to this EoI to the extent feasible. The eligibility criteria as mentioned in clause 4.A.21 shall be applicable to local manufacturers/OEMs also.

4.A.55 Contract Agreement

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

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

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

4.A.56 Damage to PCMM / SRly Property or Private Life and Property:

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

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

CHAPTER- 4B: INSTRUCTIONS TO THE BIDDERS

4.B.0 General

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

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

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

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

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

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

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

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

4.B.2.1. EoI Bidding Methodology:

Bidder has to submit single packet of the bid

Helpdesk

Please visit Helpdesk section on RailTel E-Nivida Portal.

RailTel Contact-I (for general Information)

As mentioned in BDS (Chapter-5)

RailTel Contact-II (for general Information)

As mentioned in BDS (Chapter-5)

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

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

Broad outline of submissions are as follows:

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

NOTE:

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

4.B.3. Online Submissions:

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

- a) Scan copy of EMD (in the form of BG) to be submitted online **through E-Nivida Portal.**
- b) Integrity pact to be submitted as per Clause 4.A.51 (Form No. 5, Chapter-6). Original copies are needed to be submitted by the successful bidder before issuance of LOA.
- c) Constitution of Firm and Power of attorney to be submitted online as per Clause 4.A.45. Original copy is needed to be submitted by the successful bidder before issuance of LOA.
- d) System Performance Guarantee (Form No. 2, Chapter-6). Original copy is needed to be submitted by the successful bidder within 15 days of issuance of LOA.
- e) Affidavit (Form No. 4 Chapter-6). Original copy is needed to be submitted by the successful bidder before issuance of LOA.
- f) All forms from form 1 to 16 as applicable Hard copy may be sought by RailTel offline for verification/clarification, after opening of the e-bid response on E-Nivida Portal (e-Procurement), if required.

4.B.4 submission of Eligibility Criteria related documents.

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

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

4.B.5 Preparation of Bids

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

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

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

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

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

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

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

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

4.B.10 Addenda / Corrigenda:

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

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

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

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

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

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

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

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

4.B.13 Undertakings to be submitted by OEM: Deleted

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

CHAPTER- 5: BID DATA SHEET (BDS)

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

Clause	Description
Clause 4.A.1, Chapter-4-A,	Validity of offer Validity: The offers submitted shall be valid for a period of 120 days from the date of opening of EoI.
Clause 4.A.2, Chapter-4-A,	Warranty As per PCMM / SRly Tender document attached
Clause 4.A.5, Chapter-4-A,	As per PCMM / SRly Tender document attached
Clause 4.A.5.7, Chapter-4-A,	Billing Address: The Executive Director RailTel Corporation of India Ltd., 1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road, Opp. Shoppers Stop, Begumpet, Hyderabad- 500 016 Fax: +91-40-27820682, Tel: +91-40-27788000
Clause 4.A.21, Chapter-4-A,	Eligibility Criteria Requirements for Empaneled Business Associates Financial Eligibility As per PCMM / SRly Tender document attached Technical Capability As per PCMM / SRly Tender document attached (Refer clause for entire eligibility criteria)
Clause 4.A.28, Chapter-4-A,	Purchaser's Right to Vary Quantities (As per PCMM / SRly Tender document)
Clause 4. A.31	EMD As per EoI notice. Soft Copy of EMD in the form of BG/online payment of Rs. 5,00,000 /-(Rupees Five Lakhs Only) to be submitted online through E-Nivida Portal. Physical copy of EMD in the form of BG must be submitted within 5 days of after Last Date of Submission of Bid.(i.e:18-10-2025)

EXPRESSION OF INTEREST NOTICE

e-EoI No. RailTel/SR/SC/Mktg/2025-26/EoI/029-SRly -Coaches dt:10-10-2025

RailTel Corporation of India Ltd. (RailTel) invites bids against e-EoI from RailTel's Empaneled Business Associates for Selection of System Integrator for the work of "Design, Engineering, Supply of IP based Video Surveillance System (VSS) and retrofitment & integrated testing of the same in in-service rolling stock (ICF and LHB,type of coaches) as per RDSO specification No. RDSO specification No.RDSO/SPN/TC/106/2025 Ver.3.1 and RDSO Lr.No. MC/MK-2 dt.30.06.2025 over Southern Railway at various locations and additional technical instructions and special conditions (Annexure A).Training,Security auditing by STQC, warranty, preventive maintenance during warranty period and Comprehensive Annual Maintenance Contract (CAMC) post-warranty is also in the scope of the contract" **as per PCMM / SRly Tender No. 04255005 dated 11.09.2025 (goods) and its corrigenda.**

The details are as below: -

a)	Closing date for Submission of e-Bids	Up to 10:30 hrs. of 13.10.2025 (Online)
b)	Date of opening of E-Bids	Up to 10:45 hrs. of 13.10.2025 (Online)
c)	Earnest Money Deposit (EMD)	Rs. 5,00,000/- (Rupees Five Lakhs Only) in the form of Bank Guarantee / online payment as per format in Form-12 Chapter 6. Validity of the BG should be 270 days from the Last Date of submission
d)	Cost of EoI Document	Nil
e)	e-EoI portal for Submission of Bids	https://railtel.eNivida.com
f)	Place of Opening of EoI	The Office of Executive Director,RailTel Corporation of India Ltd.,1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road, opp. Shoppers Stop, Begumpet, Hyderabad- 500 016
g)	Bidding Type	(Single Stage)
h)	Tender Type	Online

Note:

EoI Notice and link for EoI Document are available on RailTel's website and e-EoI portal <https://railtel.eNi-vida.com> for download. For online bid submission the bidder will have to necessarily download an officialonline copy of the EoI documents from e-Nivida Portal. All future Information viz. corrigendum/addendum/amendments etc. for this EoI shall be posted on the RailTel's website and e-EoI Portal only. Printed copyof EoI document will not be sold from RailTel office. Bid will be submitted online on e-Nivida Portal only.

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

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

Hereinafter the PCMM / SRly Tender No. 04255005 dated 11.09.2025 (goods) and its corrigenda/ Addenda will be referred as "PCMM / SRly Tender" and this EOI document will be referred as "EOI".

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CHAPTER-1: OFFER LETTER

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

1. I/We _____ have read the various conditions detailed in EoI documents and PCMM / SRly Tender No. 04255005 dated 11.09.2025 (goods) attached here to and hereby agree to ABIDE BY THE SAID CON-DITIONS. I/We also agree to keep this offer open for acceptance for a period of 180 days from the date of submission and in default thereof, I/We will be liable for face action. I/We offer to do the work at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work of subject EoI within timelines as specified in CMMM/SCR/Stores), Secunderabad Tender from the date of issue of LOA. I/We also hereby agree to abide by the Various Conditions of EoI/Contract/ PCMM / SRly), Tender and to carry out the supplies/services according to the Specifications for items/materials and works laid down by RailTel.
2. I/We have submitted the EMD in the form of Bank Guarantee/ online payment on eNivida portal and accept the conditions of the EMD clause. Action will be taken,

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

Or

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

Or

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

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

SIGNATURE OF CONTRACTOR (S)

Date

SIGNATURE OF WITNESS
ADDRESS1.

CONTRACTOR (S)

2.

CHAPTER- 2A: Deleted

CHAPTER 2B: Deleted

CHAPTER 3: SCOPE OF WORK AND TECHNICAL REQUIREMENTS.

The scope of work will broadly include Design, Engineering, Supply of IP based Video Surveillance System (VSS) and retrofitment & integrated testing of the same in in-service rolling stock (ICF and LHB,type of coaches) as per RDSO specification No. RDSO specification No.RDSO/SPN/TC/106/2025 Ver.3.1 and RDSO Lr.No. MC/MK-2 dt.30.06.2025 over Southern Railway at various locations and additional technical instructions and special conditions (Annexure A).Training,Security auditing by STQC, warranty, preventive maintenance during warranty period and Comprehensive Annual Maintenance Contract (CAMC) post-warranty is also in the scope of the contract.

3.A. Introduction

3.A.1 About RailTel

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

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

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

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

3.A.1.1 Scope of Work

Project Scope: Supply, Installation, Testing, Commissioning and CAMC as per As per the PCMM / SRly Tender

All the drawings and other documents can be downloaded from <https://www.ireps.gov.in/>.

Bidder's Responsibility

As per the PCMM / SRly Tender document attached.

3.A.1.2 Compliance to Technical Requirements

As per the PCMM / SRly Tender document attached.

In the offer, the bidder shall include a deviation certificate (Form No. 6 of Chapter-6) statement for compliance of terms and conditions mentioned in the EoI document (which also includes PCMM / SRly Tender document).

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

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

3.B.1. Inspection

As per the PCMM / SRly Tender document attached.

3.B.2. Installation

As per the PCMM / SRly Tender document attached.

3.B.5 Final Acceptance

As per the PCMM / SRly Tender document attached.

3.c. TRAINING, VENDOR DATA REQUIREMENT, DOCUMENTATION, AND DESIGN GUIDE-LINES

3.C.1 Training

As per the PCMM / SRly Tender document attached.

3.C.2 Vendor Data Requirement and Documentation

As per the PCMM / SRly Tender document attached.

CHAPTER- 4A: COMMERCIAL TERMS & CONDITIONS

4.A.1 Offer letter and Validity of offer

As per the PCMM / SRly Tender document attached.

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

4.A.2 Warranty

As per the PCMM / SRly Tender document attached.

4.A.2.1 Warranty Support

As per the PCMM / SRly Tender document attached.

4.A.3 Long Term Maintenance Support

As per the PCMM / SRly Tender document attached.

4.A.4 Implementation timeline

As per the PCMM / SRly Tender document attached.

4.A.5 Project Deployment

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

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

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

Installation and commissioning of software, hardware and equipment as per terms and conditions of the EoI and PCMM / SRly Tender.

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

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

4.A.6 Payment Terms

4.A.6.1 Payment Terms for Items:

The payment terms will be as per. PCMM / SRly tender on a back-to- back basis on receipt of payment from PCMM / SRly subject to bifurcation of supply and I&C components as per SOR. All terms and conditions shall be as per PCMM / SRly Tender.

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

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

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

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

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

As per the PCMM / SRly Tender document attached.

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

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

As per the PCMM / SRly Tender document attached.

This bank guarantee should be submitted within 15 days from the date of final installation, testing, commissioning, integration, training and acceptance by Railways. The Bank Guarantee shall remain valid for the **consolidated warranty period (4 years) of complete solution plus 2 months (total 50 months)**. In case of no warranty claims towards the items under warranty, the PBG will be returned on completion of warranty period.

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

- a. The items supplied by bidder fail to achieve the performance as stipulated in this and PCMM / SRly Tender documents or
- b. The bidder fails to provide the warranty and other services including SLA in scheduled time frame, as stipulated in this document or
- c. The bidder delays to provide the warranty services as stipulated in this document.

4.A.8 Verification of BG for SD/PBG –

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

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

4.A.9. Taxes & Duties

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

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

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

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

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

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

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

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

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

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

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

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

As per the PCMM / SRly Tender document attached.

4.A.11. Manpower Support

As per the PCMM / SRly Tender document attached.

4.A.12 Insurance

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

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

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

4.A.13 Liquidated Damages

Liquidated damage shall be as per PCMM / SRly Tender condition and all the LD except those attributable purely to RailTel, imposed by PCMM / SRly shall be recovered from the contractor.

4.A.14 Transportation

The rates quoted should be CIP destination. The destination shall be Site Locations of PCMM / SRly which shall be indicated by RailTel.

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

4.A.19 Statutory Deductions

These will be made at source as per the rules prevalent in the PCMM / SRly, Tender.

4.A.20 Qualification Criteria

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

4.A.20.1 Qualification Requirements of Bidders: To be eligible for Qualification an individual Bidder shall fulfil the following conditions of eligibility:

4.A.20.1.1 Technical Capacity: Any ICT work with a PO value of Rs.5 Cr in last Three (3) Year

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

4.A.21 Eligibility Criteria Requirements for Bidders:

The bidders must comply with the following conditions for their eligibility in the participation for the EOI. Submit necessary declarations/certifications as per Tender Terms and Conditions:

Sl.No	Particulars	Criteria as per EOI	Proof/Documents Required
1	Bidder(s) company Registration	I. Registered under Companies Act, 1956 or Companies Act 2013 or as amended and should have at least 3 years of operations in India as on bid submission date.	Certificate of Incorporation to be submitted. Power of Attorney from company authorizing person for signing bid.

2	Annual Turnover and Bid capacity (Financial capacity)	Average turnover of 75 Crs from the last Three (3) Financial Year FY:2022-23, FY-2023-24 and FY:2024-25 and Positive Net worth certificate	Audited balance Sheet/CA Certificate with UDIN
3	Blacklisting	The Bidder should not have been blacklisted by the Government of India or any state government for any reasons whatsoever and the bidder should not have been blacklisted by Central / any other State/UT Government	Undertaking from the Company Secretary or the Authorized Signatory
4	MAF	MAF from OEM addressing Southern Railway as per PCMM/SRly tender	MAF from OEM addressing Southern Railway as per PCMM/SRly tender-Annexure - 2(Form-8) of Southern Railway tender
5	STQC and BIS for Camera and	Tenderer has to submit STQC approval of camera and software of MNVR from OEM	Tenderer has to submit STQC approval of camera and software of MNVR from OEM
6	OEM Declaration	Tenderers have to submit declaration as mentioned in para 3.14 of the RDSO specification RDSO/SPN/TC/106/2025 Ver. 3.1 dated 04/06/2025.	Tender to submit Form-16 of EOI
7	Past Experience	Any ICT or Similar work of tender in Last seven (7) Year from Govt/PSU for Rs.50Crs or above	Purchase order /Agreement along with completion certificate from the Concerned authorities
8	Local Contant Certificate	The bidder shall comply with the LC provided in RFP self-declaration and LC certificate from Statutory auditor/cost auditor/Practicing CA	Self-declaration of LC Certificate and LC from Statutory auditor, cost auditor or a practicing CA to be submitted as per EOI-Form-15
9	Empanelment	Bidder must be empanelled with RailTel as business associate.	i)Copy of Empanelment letter or application details for BA with RCIL ii) If bidder is not empanelled with RailTel and has applied for empanelment and issue of letter of empanelment is pending, then, bidder has to submit proof of, payment of empanelment fee/EMD or acknowledgement letter of submission of empanelment documents
10	EMD	Bidder shall furnish as part of its bid an earnest money deposit. The Bid shall contain an EMD amount of Rs 5,00,000/-	EMD may be paid through online in eNivida or BG (Bank Guarantee for 270 Days (which should be minimum 90 days beyond the expiry of validity of Bid)

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

- a. Bidders need to provide Single point of contact and also share the support and escalation matrix with details like e-Mail IDs and Phone nos.
- b. OEM / Bidder shall declare that the quoted products are brand new and not re-furnished and repaired products. The products provided should be the latest available.
- c. The bidder must agree to provide and execute the entire scope of work involved as per EOI document.

4.A.22 Consortium with RailTel

4.A.23 Eligibility Credentials and Verification

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

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

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

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

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

4.A.24 RailTel Reserves the right:

- (i) To verify, if so desired, the correctness of documentary evidence furnished by the bidder.
- (ii) To verify the successful operation and performance of qualifying projects and bidder shall arrange permission for the same.

- (iii) To carry out capability assessment of the bidder(s) including referral to in-house information.
- (iv) RailTel shall not be responsible for any delay in the receipt of Eols and reserves the right to **ACCEPT/REJECT** any or all Eols without assigning any reason. To ask the clarification and supporting documents in respect to submitted eligibility documents.

4.A.25 Evaluation of Offer

The technical bids will be evaluated in two steps-

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

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

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

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

Inter se position of the offers will be determined on total cost which will include basic rate, custom duty, CGST, SGST, IGST, UTGST, freight, ~~insurance~~ and any other charge or cost quoted by the Bidder, including GST payable, on reverse charge by RailTel.

4.A.26-NA

4.A.27-NA

4.A.28-NA

4.A.29-NA

4.A.30-NA

4.A.31 Earnest Money Deposit (EMD)

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

Action will be taken if a bidder withdraws his offer or modifies the terms and conditions of the offer during validity period and in the case of a successful bidder, if the bidder fails to accept the Purchase order/LOA and fails to furnish performance bank guarantee (security deposit) in accordance with clause 4.A.7.

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

4.A.33 Offer/ Bid Prices

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

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

4.A.34 NIL Deviation

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

4.A.35 Inspection

Inspection will be carried by RailTel/customer appointed agency if required by customer and/or as per PCMM / SRly Tender conditions. Any additional Scope of the Inspection would be as per the requirement of the Customer.

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

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

4.A.36 Force Majeure

If during the Agreement, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason beyond the control of the parties including war, hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the parties), fire, floods, earthquakes, natural calamities or any act of GOD (hereinafter referred to as EVENTS), provided notice of happenings of any such EVENT is given by the affected party to the other, within twenty one (21) days from date of occurrence thereof, neither party shall have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided service under this Agreement shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.

In the event of a Force Majeure, the affected party will be excused from performance during the existence of the Force Majeure. When a Force Majeure occurs, the affected party after notifying the other party will attempt to mitigate the effect of the Force Majeure as much as possible. If such delaying cause shall continue for more than thirty (30) days from the date of the notice stated above, the party injured by the inability of the other to perform shall have the right, upon written notice of thirty (30) days to the other party, to terminate this Agreement. Neither party shall be liable for any breach, claims, and damages against the other, in respect of non-performance or delay in performance as a result of Force Majeure leading to such termination.

4.A.37 Settlement of Disputes/Arbitration

- 1) Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be at New-Delhi.
- 2) All arbitration proceedings shall be conducted in English. Recourse against any arbitral award so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.
- 3) The Arbitral Tribunal shall consist of the Sole Arbitrator appointed by CMD/RailTel Corporation of India Limited, if the value of claim is up to Rs. 10 lakhs. If the value of the claim or amount under dispute is more than Rs. 10 Lakhs, the matter shall be referred to the adjudication of arbitral council. Chairman Managing Director (CMD) of RailTel Corporation shall furnish a panel of three names to the contractor, out of which, contractor will recommend one name to be his nominee and then CMD/RailTel shall appoint one name as RailTel's nominee and these two arbitrators with mutual consent shall appoint a third arbitrator who shall act as the deciding arbitrator in terms of Arbitration and Conciliation Act. The award of the sole arbitrator or the Arbitral council, as the case may be, shall be final and binding on both the parties. Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided

herein, the parties shall nevertheless pending the resolution of the Controversy or disagreement, continue to fulfill their obligation under this Agreement so far as they are reasonably able to do so.

4.A.38 Governing Laws

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

4.A.39 Indemnity by Contractors

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

4.A.40 Termination for Default

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

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

4.A.41 Risk, Cost & Ownership

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

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

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

4.A.42. Termination for Insolvency

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

4.A.43 Rates During Negotiation

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

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

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

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

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

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

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

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

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

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

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

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

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

4.A.46 Opening of EoI

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

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

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

4.A.48 Errors, Omissions & Discrepancies

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

4.A.49 Wrong Information by bidder

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

4.A.50 Limitation of Liability:

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

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

4.A.51 Integrity Pact Program

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

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

Name of IEMs and contact details:

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, Bangaluru560102.
E-Mail: poonatis@gmail.com
M.No. +91-9448105097

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

Chief Vigilance Officer

RailTel Corporation of India Ltd
6th Floor, Office Block Tower-2,
NBCC Complex, East Kidwai Nagar,
New Delhi-110023
E-Mail: cvo@railtelindia.com

- b) If the order, with total value equal to or more than the threshold value, is split to more than one vendor and even if the value of PO placed on any/each vendor(s) is less than the threshold value, IP document having been signed by the vendors at bid stage itself, the Pact shall continue to be applicable.
- c) 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.
- d) Bidder of foreign origin may submit the Integrity Pact on its company's letterhead, duly signed by the person signing the bid.

- e) The 'Integrity Pact' shall be submitted online by all the Bidders duly signed in all pages along with the Bid. EoI received online without signed copy of the Integrity Pact document along with the technical bid documents will be liable to be **REJECTED**. Proforma for signing the Integrity Pact is available in Chapter-6 of this EoI document (Form No. 5). Original copies are needed to be submitted by the successful bidder before issuance of LOA as per Clause 4.B.3, Point (b) of Chapter-4B.
- f) One copy of the Integrity Pact shall be retained by RailTel and the 2nd copy will be issued to the representative of the bidders before issuance of LOA to the successful bidder. If the Bidders representative is not present during the issuance of LOA, the 2nd copy shall be sent to the bidder by post/courier.
- g) The Integrity Pact is applicable in this EoI vide CVC circular no. 10/05/09 dated 18.05.09 and revised guideline of CVC circular no. 015/VGL/091 dated 13.01.17 or the latest updated from time to time shall be followed.

4.A.52. Preference to Domestic Manufacturers

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

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

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

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

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

The margin of purchase preference shall be 50% and shall be given to ‘Class-I local supplier’. ‘Margin of purchase preference’ means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 (Class- II local supplier) for the purpose of purchase preference.

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

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

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

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

"We_____the statutory auditor/cost auditor of M/s. (name of the bidder) hereby certify that M/s._____ (name of bidder) are offering_% Local Content for overall solution of the Project Work under this EoI in accordance with GOI Guidelines vide offerNo. dated_ against RAILTEL EoI No. . -

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

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

If after opening of price bid, lowest bid is of Class-II local supplier/bidder the eligible (techno-commercially qualified) Class-II local supplier(s)/bidder(s) shall be granted a purchase preference to 50% i.e., where their evaluated price bid is within 50% of the evaluated lowest price bid of Class-II local supplier/bidder.

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

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

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

4.A.53 Sanctions

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

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

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

4.A.54 Make in India

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

The provisions of the Public Procurement (Preference to Make in India) Order 2017 dated June 15, 2017 (including revision issued on and 16.09.2020 subsequent amendments issued till opening of EoI, if any) by Department of Industrial Policy and Promotion, GoI shall

apply to this EoI to the extent feasible. The eligibility criteria as mentioned in clause 4.A.21 shall be applicable to local manufacturers/OEMs also.

4.A.55 Contract Agreement

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

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

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

4.A.56 Damage to PCMM / SRly Property or Private Life and Property:

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

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

CHAPTER- 4B: INSTRUCTIONS TO THE BIDDERS

4.B.0 General

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

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

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

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

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

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

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

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

4.B.2.1. EoI Bidding Methodology:

Bidder has to submit single packet of the bid

Helpdesk

Please visit Helpdesk section on RailTel E-Nivida Portal.

RailTel Contact-I (for general Information)

As mentioned in BDS (Chapter-5)

RailTel Contact-II (for general Information)

As mentioned in BDS (Chapter-5)

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

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

Broad outline of submissions are as follows:

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

NOTE:

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

4.B.3. Online Submissions:

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

- a) Scan copy of EMD (in the form of BG) to be submitted online **through E-Nivida Portal.**
- b) Integrity pact to be submitted as per Clause 4.A.51 (Form No. 5, Chapter-6). Original copies are needed to be submitted by the successful bidder before issuance of LOA.
- c) Constitution of Firm and Power of attorney to be submitted online as per Clause 4.A.45. Original copy is needed to be submitted by the successful bidder before issuance of LOA.
- d) System Performance Guarantee (Form No. 2, Chapter-6). Original copy is needed to be submitted by the successful bidder within 15 days of issuance of LOA.
- e) Affidavit (Form No. 4 Chapter-6). Original copy is needed to be submitted by the successful bidder before issuance of LOA.
- f) All forms from form 1 to 16 as applicable Hard copy may be sought by RailTel offline for verification/clarification, after opening of the e-bid response on E-Nivida Portal (e-Procurement), if required.

4.B.4 submission of Eligibility Criteria related documents.

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

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

4.B.5 Preparation of Bids

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

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

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

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

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

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

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

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

4.B.10 Addenda / Corrigenda:

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

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

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

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

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

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

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

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

4.B.13 Undertakings to be submitted by OEM: Deleted

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

CHAPTER- 5: BID DATA SHEET (BDS)

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

Clause	Description
Clause 4.A.1, Chapter-4-A,	Validity of offer Validity: The offers submitted shall be valid for a period of 120 days from the date of opening of EoI.
Clause 4.A.2, Chapter-4-A,	Warranty As per PCMM / SRly Tender document attached
Clause 4.A.5, Chapter-4-A,	As per PCMM / SRly Tender document attached
Clause 4.A.5.7, Chapter-4-A,	Billing Address: The Executive Director RailTel Corporation of India Ltd., 1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road, Opp. Shoppers Stop, Begumpet, Hyderabad- 500 016 Fax: +91-40-27820682, Tel: +91-40-27788000
Clause 4.A.21, Chapter-4-A,	Eligibility Criteria Requirements for Empaneled Business Associates Financial Eligibility As per PCMM / SRly Tender document attached Technical Capability As per PCMM / SRly Tender document attached (Refer clause for entire eligibility criteria)
Clause 4.A.28, Chapter-4-A,	Purchaser's Right to Vary Quantities (As per PCMM / SRly Tender document)
Clause 4. A.31	EMD As per EoI notice. Soft Copy of EMD in the form of BG/online payment of Rs. 5,00,000 /-(Rupees Five Lakhs Only) to be submitted online through E-Nivida Portal. Physical copy of EMD in the form of BG must be submitted within 5 days of after Last Date of Submission of Bid.(i.e:18-10-2025)

Clause	Description
Clause 4.A.44, Chapter-4-A,	Last Date of Submission of Offer (Online) Date: 13.10.2025 (Last Date of uploading of the EoI document on E-Nivida Portal) Time: 10:30 hours Date of Opening of EoI (Online) Date: 13.10.2025 (Date of bid opening on E-Nivida Portal) Time: 10:45 hours
Clause 4.B.2.1, Chapter-4-B,	RailTel Contact-I (for general Information) Mrs.Syamala Molli, AGM/Tech/Marketing Telephone: Tel: +91-40-27788000, Ext:531,Mobile : 9949473550 Email ID :syamala@railtelindia.com RailTel Contact-II (for general Information) RailTel's Contact Officer Sh. Shailendra Dusa Sr.DGM/Tech/Mktg Telephone: Tel: +91-40-27788000, Ext:532Mobile : 9866327886 Email ID :sdusa@railtelindia.com
Chapter-1, Chapter-6, Regional Ad- dress,	The Executive Director RailTel Corporation of India Ltd., 1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road, Opp. Shoppers Stop, Begumpet, Hyderabad- 500 016 E-mail ID: kmr@railtelindia.com

Note:

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

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

Hereinafter the PCMM / SRly Tender No. 04255005 dated 11.09.2025 (goods) and its corrigenda/ Addenda will be referred as "PCMM / SRly Tender" and this EOI document will be referred as "EOI".

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CHAPTER-1: OFFER LETTER

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

1. I/We _____ have read the various conditions detailed in EoI documents and PCMM / SRly Tender No. 04255005 dated 11.09.2025 (goods) attached here to and hereby agree to ABIDE BY THE SAID CON-DITIONS. I/We also agree to keep this offer open for acceptance for a period of 180 days from the date of submission and in default thereof, I/We will be liable for face action. I/We offer to do the work at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work of subject EoI within timelines as specified in CMMM/SCR/Stores), Secunderabad Tender from the date of issue of LOA. I/We also hereby agree to abide by the Various Conditions of EoI/Contract/ PCMM / SRly), Tender and to carry out the supplies/services according to the Specifications for items/materials and works laid down by RailTel.
2. I/We have submitted the EMD in the form of Bank Guarantee/ online payment on eNivida portal and accept the conditions of the EMD clause. Action will be taken,

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

Or

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

Or

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

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

SIGNATURE OF CONTRACTOR (S)

Date

SIGNATURE OF WITNESS
ADDRESS1.

CONTRACTOR (S)

2.

CHAPTER- 2A: Deleted

CHAPTER 2B: Deleted

CHAPTER 3: SCOPE OF WORK AND TECHNICAL REQUIREMENTS.

The scope of work will broadly include Design, Engineering, Supply of IP based Video Surveillance System (VSS) and retrofitment & integrated testing of the same in in-service rolling stock (ICF and LHB,type of coaches) as per RDSO specification No. RDSO specification No.RDSO/SPN/TC/106/2025 Ver.3.1 and RDSO Lr.No. MC/MK-2 dt.30.06.2025 over Southern Railway at various locations and additional technical instructions and special conditions (Annexure A).Training,Security auditing by STQC, warranty, preventive maintenance during warranty period and Comprehensive Annual Maintenance Contract (CAMC) post-warranty is also in the scope of the contract.

3.A. Introduction

3.A.1 About RailTel

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

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

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

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

3.A.1.1 Scope of Work

Project Scope: Supply, Installation, Testing, Commissioning and CAMC as per As per the PCMM / SRly Tender

All the drawings and other documents can be downloaded from <https://www.ireps.gov.in/>.

Bidder's Responsibility

As per the PCMM / SRly Tender document attached.

3.A.1.2 Compliance to Technical Requirements

As per the PCMM / SRly Tender document attached.

In the offer, the bidder shall include a deviation certificate (Form No. 6 of Chapter-6) statement for compliance of terms and conditions mentioned in the EoI document (which also includes PCMM / SRly Tender document).

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

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

3.B.1. Inspection

As per the PCMM / SRly Tender document attached.

3.B.2. Installation

As per the PCMM / SRly Tender document attached.

3.B.5 Final Acceptance

As per the PCMM / SRly Tender document attached.

3.c. TRAINING, VENDOR DATA REQUIREMENT, DOCUMENTATION, AND DESIGN GUIDE-LINES

3.C.1 Training

As per the PCMM / SRly Tender document attached.

3.C.2 Vendor Data Requirement and Documentation

As per the PCMM / SRly Tender document attached.

CHAPTER- 4A: COMMERCIAL TERMS & CONDITIONS

4.A.1 Offer letter and Validity of offer

As per the PCMM / SRly Tender document attached.

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

4.A.2 Warranty

As per the PCMM / SRly Tender document attached.

4.A.2.1 Warranty Support

As per the PCMM / SRly Tender document attached.

4.A.3 Long Term Maintenance Support

As per the PCMM / SRly Tender document attached.

4.A.4 Implementation timeline

As per the PCMM / SRly Tender document attached.

4.A.5 Project Deployment

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

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

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

Installation and commissioning of software, hardware and equipment as per terms and conditions of the EoI and PCMM / SRly Tender.

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

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

4.A.6 Payment Terms

4.A.6.1 Payment Terms for Items:

The payment terms will be as per. PCMM / SRly tender on a back-to- back basis on receipt of payment from PCMM / SRly subject to bifurcation of supply and I&C components as per SOR. All terms and conditions shall be as per PCMM / SRly Tender.

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

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

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

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

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

As per the PCMM / SRly Tender document attached.

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

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

As per the PCMM / SRly Tender document attached.

This bank guarantee should be submitted within 15 days from the date of final installation, testing, commissioning, integration, training and acceptance by Railways. The Bank Guarantee shall remain valid for the **consolidated warranty period (4 years) of complete solution plus 2 months (total 50 months)**. In case of no warranty claims towards the items under warranty, the PBG will be returned on completion of warranty period.

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

- a. The items supplied by bidder fail to achieve the performance as stipulated in this and PCMM / SRly Tender documents or
- b. The bidder fails to provide the warranty and other services including SLA in scheduled time frame, as stipulated in this document or
- c. The bidder delays to provide the warranty services as stipulated in this document.

4.A.8 Verification of BG for SD/PBG –

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

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

4.A.9. Taxes & Duties

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

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

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

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

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

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

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

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

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

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

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

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

As per the PCMM / SRly Tender document attached.

4.A.11. Manpower Support

As per the PCMM / SRly Tender document attached.

4.A.12 Insurance

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

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

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

4.A.13 Liquidated Damages

Liquidated damage shall be as per PCMM / SRly Tender condition and all the LD except those attributable purely to RailTel, imposed by PCMM / SRly shall be recovered from the contractor.

4.A.14 Transportation

The rates quoted should be CIP destination. The destination shall be Site Locations of PCMM / SRly which shall be indicated by RailTel.

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

4.A.19 Statutory Deductions

These will be made at source as per the rules prevalent in the PCMM / SRly, Tender.

4.A.20 Qualification Criteria

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

4.A.20.1 Qualification Requirements of Bidders: To be eligible for Qualification an individual Bidder shall fulfil the following conditions of eligibility:

4.A.20.1.1 Technical Capacity: Any ICT work with a PO value of Rs.5 Cr in last Three (3) Year

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

4.A.21 Eligibility Criteria Requirements for Bidders:

The bidders must comply with the following conditions for their eligibility in the participation for the EOI. Submit necessary declarations/certifications as per Tender Terms and Conditions:

Sl.No	Particulars	Criteria as per EOI	Proof/Documents Required
1	Bidder(s) company Registration	I. Registered under Companies Act, 1956 or Companies Act 2013 or as amended and should have at least 3 years of operations in India as on bid submission date.	Certificate of Incorporation to be submitted. Power of Attorney from company authorizing person for signing bid.

2	Annual Turnover and Bid capacity (Financial capacity)	Average turnover of 75 Crs from the last Three (3) Financial Year FY:2022-23, FY-2023-24 and FY:2024-25 and Positive Net worth certificate	Audited balance Sheet/CA Certificate with UDIN
3	Blacklisting	The Bidder should not have been blacklisted by the Government of India or any state government for any reasons whatsoever and the bidder should not have been blacklisted by Central / any other State/UT Government	Undertaking from the Company Secretary or the Authorized Signatory
4	MAF	MAF from OEM addressing Southern Railway as per PCMM/SRly tender	MAF from OEM addressing Southern Railway as per PCMM/SRly tender-Annexure - 2(Form-8) of Southern Railway tender
5	STQC and BIS for Camera and	Tenderer has to submit STQC approval of camera and software of MNVR from OEM	Tenderer has to submit STQC approval of camera and software of MNVR from OEM
6	OEM Declaration	Tenderers have to submit declaration as mentioned in para 3.14 of the RDSO specification RDSO/SPN/TC/106/2025 Ver. 3.1 dated 04/06/2025.	Tender to submit Form-16 of EOI
7	Past Experience	Any ICT or Similar work of tender in Last seven (7) Year from Govt/PSU for Rs.50Crs or above	Purchase order /Agreement along with completion certificate from the Concerned authorities
8	Local Contant Certificate	The bidder shall comply with the LC provided in RFP self-declaration and LC certificate from Statutory auditor/cost auditor/Practicing CA	Self-declaration of LC Certificate and LC from Statutory auditor, cost auditor or a practicing CA to be submitted as per EOI-Form-15
9	Empanelment	Bidder must be empanelled with RailTel as business associate.	i)Copy of Empanelment letter or application details for BA with RCIL ii) If bidder is not empanelled with RailTel and has applied for empanelment and issue of letter of empanelment is pending, then, bidder has to submit proof of, payment of empanelment fee/EMD or acknowledgement letter of submission of empanelment documents
10	EMD	Bidder shall furnish as part of its bid an earnest money deposit. The Bid shall contain an EMD amount of Rs 5,00,000/-	EMD may be paid through online in eNvida or BG (Bank Guarantee for 270 Days (which should be minimum 90 days beyond the expiry of validity of Bid)

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

- a. Bidders need to provide Single point of contact and also share the support and escalation matrix with details like e-Mail IDs and Phone nos.
- b. OEM / Bidder shall declare that the quoted products are brand new and not re-furnished and repaired products. The products provided should be the latest available.
- c. The bidder must agree to provide and execute the entire scope of work involved as per EOI document.

4.A.22 Consortium with RailTel

4.A.23 Eligibility Credentials and Verification

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

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

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

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

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

4.A.24 RailTel Reserves the right:

- (i) To verify, if so desired, the correctness of documentary evidence furnished by the bidder.
- (ii) To verify the successful operation and performance of qualifying projects and bidder shall arrange permission for the same.

- (iii) To carry out capability assessment of the bidder(s) including referral to in-house information.
- (iv) RailTel shall not be responsible for any delay in the receipt of Eols and reserves the right to **ACCEPT/REJECT** any or all Eols without assigning any reason. To ask the clarification and supporting documents in respect to submitted eligibility documents.

4.A.25 Evaluation of Offer

The technical bids will be evaluated in two steps-

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

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

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

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

Inter se position of the offers will be determined on total cost which will include basic rate, custom duty, CGST, SGST, IGST, UTGST, freight, ~~insurance~~ and any other charge or cost quoted by the Bidder, including GST payable, on reverse charge by RailTel.

4.A.26-NA

4.A.27-NA

4.A.28-NA

4.A.29-NA

4.A.30-NA

4.A.31 Earnest Money Deposit (EMD)

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

Action will be taken if a bidder withdraws his offer or modifies the terms and conditions of the offer during validity period and in the case of a successful bidder, if the bidder fails to accept the Purchase order/LOA and fails to furnish performance bank guarantee (security deposit) in accordance with clause 4.A.7.

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

4.A.33 Offer/ Bid Prices

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

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

4.A.34 NIL Deviation

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

4.A.35 Inspection

Inspection will be carried by RailTel/customer appointed agency if required by customer and/or as per PCMM / SRly Tender conditions. Any additional Scope of the Inspection would be as per the requirement of the Customer.

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

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

4.A.36 Force Majeure

If during the Agreement, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason beyond the control of the parties including war, hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the parties), fire, floods, earthquakes, natural calamities or any act of GOD (hereinafter referred to as EVENTS), provided notice of happenings of any such EVENT is given by the affected party to the other, within twenty one (21) days from date of occurrence thereof, neither party shall have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided service under this Agreement shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.

In the event of a Force Majeure, the affected party will be excused from performance during the existence of the Force Majeure. When a Force Majeure occurs, the affected party after notifying the other party will attempt to mitigate the effect of the Force Majeure as much as possible. If such delaying cause shall continue for more than thirty (30) days from the date of the notice stated above, the party injured by the inability of the other to perform shall have the right, upon written notice of thirty (30) days to the other party, to terminate this Agreement. Neither party shall be liable for any breach, claims, and damages against the other, in respect of non-performance or delay in performance as a result of Force Majeure leading to such termination.

4.A.37 Settlement of Disputes/Arbitration

- 1) Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be at New-Delhi.
- 2) All arbitration proceedings shall be conducted in English. Recourse against any arbitral award so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.
- 3) The Arbitral Tribunal shall consist of the Sole Arbitrator appointed by CMD/RailTel Corporation of India Limited, if the value of claim is up to Rs. 10 lakhs. If the value of the claim or amount under dispute is more than Rs. 10 Lakhs, the matter shall be referred to the adjudication of arbitral council. Chairman Managing Director (CMD) of RailTel Corporation shall furnish a panel of three names to the contractor, out of which, contractor will recommend one name to be his nominee and then CMD/RailTel shall appoint one name as RailTel's nominee and these two arbitrators with mutual consent shall appoint a third arbitrator who shall act as the deciding arbitrator in terms of Arbitration and Conciliation Act. The award of the sole arbitrator or the Arbitral council, as the case may be, shall be final and binding on both the parties. Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided

herein, the parties shall nevertheless pending the resolution of the Controversy or disagreement, continue to fulfill their obligation under this Agreement so far as they are reasonably able to do so.

4.A.38 Governing Laws

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

4.A.39 Indemnity by Contractors

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

4.A.40 Termination for Default

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

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

4.A.41 Risk, Cost & Ownership

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

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

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

4.A.42. Termination for Insolvency

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

4.A.43 Rates During Negotiation

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

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

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

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

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

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

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

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

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

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

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

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

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

4.A.46 Opening of EoI

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

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

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

4.A.48 Errors, Omissions & Discrepancies

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

4.A.49 Wrong Information by bidder

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

4.A.50 Limitation of Liability:

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

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

4.A.51 Integrity Pact Program

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

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

Name of IEMs and contact details:

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

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

Chief Vigilance Officer

RailTel Corporation of India Ltd
6th Floor, Office Block Tower-2,
NBCC Complex, East Kidwai Nagar,
New Delhi-110023
E-Mail: cvo@railtelindia.com

- b) If the order, with total value equal to or more than the threshold value, is split to more than one vendor and even if the value of PO placed on any/each vendor(s) is less than the threshold value, IP document having been signed by the vendors at bid stage itself, the Pact shall continue to be applicable.
- c) 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.
- d) Bidder of foreign origin may submit the Integrity Pact on its company's letterhead, duly signed by the person signing the bid.

- e) The 'Integrity Pact' shall be submitted online by all the Bidders duly signed in all pages along with the Bid. EoI received online without signed copy of the Integrity Pact document along with the technical bid documents will be liable to be **REJECTED**. Proforma for signing the Integrity Pact is available in Chapter-6 of this EoI document (Form No. 5). Original copies are needed to be submitted by the successful bidder before issuance of LOA as per Clause 4.B.3, Point (b) of Chapter-4B.
- f) One copy of the Integrity Pact shall be retained by RailTel and the 2nd copy will be issued to the representative of the bidders before issuance of LOA to the successful bidder. If the Bidders representative is not present during the issuance of LOA, the 2nd copy shall be sent to the bidder by post/courier.
- g) The Integrity Pact is applicable in this EoI vide CVC circular no. 10/05/09 dated 18.05.09 and revised guideline of CVC circular no. 015/VGL/091 dated 13.01.17 or the latest updated from time to time shall be followed.

4.A.52. Preference to Domestic Manufacturers

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

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

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

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

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

The margin of purchase preference shall be 50% and shall be given to ‘Class-I local supplier’. ‘Margin of purchase preference’ means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 (Class- II local supplier) for the purpose of purchase preference.

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

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

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

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

"We_____the statutory auditor/cost auditor of M/s. (name of the bidder) hereby certify that M/s._____ (name of bidder) are offering_% Local Content for overall solution of the Project Work under this EoI in accordance with GOI Guidelines vide offerNo. dated_ against RAILTEL EoI No. . -

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

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

If after opening of price bid, lowest bid is of Class-II local supplier/bidder the eligible (techno-commercially qualified) Class-II local supplier(s)/bidder(s) shall be granted a purchase preference to 50% i.e., where their evaluated price bid is within 50% of the evaluated lowest price bid of Class-II local supplier/bidder.

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

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

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

4.A.53 Sanctions

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

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

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

4.A.54 Make in India

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

The provisions of the Public Procurement (Preference to Make in India) Order 2017 dated June 15, 2017 (including revision issued on and 16.09.2020 subsequent amendments issued till opening of EoI, if any) by Department of Industrial Policy and Promotion, GoI shall

apply to this EoI to the extent feasible. The eligibility criteria as mentioned in clause 4.A.21 shall be applicable to local manufacturers/OEMs also.

4.A.55 Contract Agreement

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

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

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

4.A.56 Damage to PCMM / SRly Property or Private Life and Property:

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

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

CHAPTER- 4B: INSTRUCTIONS TO THE BIDDERS

4.B.0 General

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

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

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

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

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

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

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

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

4.B.2.1. EoI Bidding Methodology:

Bidder has to submit single packet of the bid

Helpdesk

Please visit Helpdesk section on RailTel E-Nivida Portal.

RailTel Contact-I (for general Information)

As mentioned in BDS (Chapter-5)

RailTel Contact-II (for general Information)

As mentioned in BDS (Chapter-5)

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

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

Broad outline of submissions are as follows:

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

NOTE:

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

4.B.3. Online Submissions:

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

- a) Scan copy of EMD (in the form of BG) to be submitted online **through E-Nivida Portal.**
- b) Integrity pact to be submitted as per Clause 4.A.51 (Form No. 5, Chapter-6). Original copies are needed to be submitted by the successful bidder before issuance of LOA.
- c) Constitution of Firm and Power of attorney to be submitted online as per Clause 4.A.45. Original copy is needed to be submitted by the successful bidder before issuance of LOA.
- d) System Performance Guarantee (Form No. 2, Chapter-6). Original copy is needed to be submitted by the successful bidder within 15 days of issuance of LOA.
- e) Affidavit (Form No. 4 Chapter-6). Original copy is needed to be submitted by the successful bidder before issuance of LOA.
- f) All forms from form 1 to 16 as applicable Hard copy may be sought by RailTel offline for verification/clarification, after opening of the e-bid response on E-Nivida Portal (e-Procurement), if required.

4.B.4 submission of Eligibility Criteria related documents.

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

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

4.B.5 Preparation of Bids

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

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

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

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

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

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

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

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

4.B.10 Addenda / Corrigenda:

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

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

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

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

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

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

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

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

4.B.13 Undertakings to be submitted by OEM: Deleted

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

CHAPTER- 5: BID DATA SHEET (BDS)

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

Clause	Description
Clause 4.A.1, Chapter-4-A,	Validity of offer Validity: The offers submitted shall be valid for a period of 120 days from the date of opening of EoI.
Clause 4.A.2, Chapter-4-A,	Warranty As per PCMM / SRly Tender document attached
Clause 4.A.5, Chapter-4-A,	As per PCMM / SRly Tender document attached
Clause 4.A.5.7, Chapter-4-A,	Billing Address: The Executive Director RailTel Corporation of India Ltd., 1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road, Opp. Shoppers Stop, Begumpet, Hyderabad- 500 016 Fax: +91-40-27820682, Tel: +91-40-27788000
Clause 4.A.21, Chapter-4-A,	Eligibility Criteria Requirements for Empaneled Business Associates Financial Eligibility As per PCMM / SRly Tender document attached Technical Capability As per PCMM / SRly Tender document attached (Refer clause for entire eligibility criteria)
Clause 4.A.28, Chapter-4-A,	Purchaser's Right to Vary Quantities (As per PCMM / SRly Tender document)
Clause 4. A.31	EMD As per EoI notice. Soft Copy of EMD in the form of BG/online payment of Rs. 5,00,000 /-(Rupees Five Lakhs Only) to be submitted online through E-Nivida Portal. Physical copy of EMD in the form of BG must be submitted within 5 days of after Last Date of Submission of Bid.(i.e:18-10-2025)

Clause	Description
Clause 4.A.44, Chapter-4-A,	Last Date of Submission of Offer (Online) Date: 13.10.2025 (Last Date of uploading of the EoI document on E-Nivida Portal) Time: 10:30 hours Date of Opening of EoI (Online) Date: 13.10.2025 (Date of bid opening on E-Nivida Portal) Time: 10:45 hours
Clause 4.B.2.1, Chapter-4-B,	RailTel Contact-I (for general Information) Mrs.Syamala Molli, AGM/Tech/Marketing Telephone: Tel: +91-40-27788000, Ext:531,Mobile : 9949473550 Email ID :syamala@railtelindia.com RailTel Contact-II (for general Information) RailTel's Contact Officer Sh. Shailendra Dusa Sr.DGM/Tech/Mktg Telephone: Tel: +91-40-27788000, Ext:532Mobile : 9866327886 Email ID :sdusa@railtelindia.com
Chapter-1, Chapter-6, Regional Ad- dress,	The Executive Director RailTel Corporation of India Ltd., 1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road, Opp. Shoppers Stop, Begumpet, Hyderabad- 500 016 E-mail ID: kmr@railtelindia.com

Note:

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

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

Form No. 1 - PROFORMA FOR “PERFORMANCE BANK GUARANTEE BOND (PBG)” (To be stamped in accordance with stamp act)

PROFORMA OF BANK GUARANTEE

(To be submitted by the vendor for claiming payment)

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

BANK GUARANTEE NO:

DATE:

Dear Sir(S)

This has reference to the Purchase Order No. _____ Dated _____ been placed by RailTel Corporation of India Limited (RAILTEL) on M/s _____ (Name & Address of vendor) for supply, installation, commissioning and warranty of _____ (description of items) at RailTel Customer sites. The conditions of this order provide that the vendor shall, Arrange to deliver the items listed in the said order to the consignee, as per details given in said order, and Arrange to install and commission the items listed in said order at client's site, to the entire satisfaction of RAILTEL and Arrange for the comprehensive warranty service support towards the items supplied by vendor on site as per the warranty clause in said purchase order.

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

RAILTEL shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other undertaking of security in respect of the suppliers obligations and / or liabilities under or in connection with the said contract or to vary the terms vis-a-vis the supplier or the said contract or to grant time and or indulgence to the supplier or to reduce or to increase or otherwise vary the prices or the total contract value or to forebear from enforcement of all or any of