



**RailTel Corporation of India Ltd.  
Plate-A, 6th Floor, Office Tower-2,  
NBCC Building, East Kidwai Nagar, New Delhi-110023  
P: 011-22900600, F: 011-2290069**

**RailTel CORPORATION OF INDIA LIMITED  
(A Govt. of India Undertaking)  
Plate-A, 6th Floor, Office Tower-2,  
NBCC Building, East Kidwai Nagar, New Delhi-110023**

**ELECTRONIC TENDER DOCUMENT**

**FOR**

**Design, Development, Implementation and Maintenance of AI-based e-Empanelment system and  
Chatbot Platform**

**खुली-E-निविदान: RailTel/2026/OT/CO/BD/e-Empanelment/02**

**OPEN E- TENDER NO: RailTel/2026/OT/CO/BD/e-Empanelment/02**

**Due date for Bid Submission: 11.05.2026 @ 03:00 PM**

**Due date for Bid Opening: 11.05.2026 @ 03:30 PM**

**TENDER NOTICE**

**RailTel Corporation of India Ltd.**  
**Plate-A, 6th Floor, Office Tower-2,**  
**NBCC Building, East Kidwai Nagar, New Delhi-110023**  
**P: 011-22900600, F: 011-2290069**

**E-tender Notice No. RailTel/2026/OT/CO/BD/e-Empanelment/02**

RailTel Corporation of India Ltd. (RailTel) invites e-Tenders from eligible business partners for **Design, Development, Implementation and Maintenance of AI-based e-Empanelment system and Chatbot Platform.**

<b>Activity</b>	<b>Date &amp; Time</b>
Issue date of Tender	20.04.2026
Last date for Submission of Pre-bid Queries	24.04.2026 (up to 05:00 PM)
Last Date for Submission of e-bids	11.05.2026 (up to 03:00 PM)
Opening of e-bids	11.05.2026 (up to 03:30 PM)
Onsite Presentation / Demo by Bidders	Date for presentation to be communicated later to pre-qualified bidders
Earnest Money (EMD)	<b>Earnest Money Deposit (EMD):</b> INR 4.97 lakhs to be submitted via online bank transfer only (details mentioned in Chapter 2 Bid Data Sheet).

Note: Tender Notice and Tender Document are available on RailTel's website and can be downloaded from [www.railtelindia.com](http://www.railtelindia.com) or from the e-portal <https://railtel.enivida.com> (E-NIVIDA). For online bid submission, the bidder will have to necessarily download an official online copy of the tender documents from e-Nivida portal. All future information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on the e-Tendering Portal and RailTel website only. It is the responsibility of the bidder to regularly check the portal and RailTel website for any updates on the published tender. Printed copy of Tender document will not be sold from RailTel office.

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

RailTel reserves the right to add, modify, or delete any portion of this TENDER by issuing an addendum or corrigendum as per the Schedule mentioned above. Any such modifications will be published on the e-Procurement Portal and shall be binding on all bidders.

RailTel also reserves the right to negotiate any or all of the TENDER terms and conditions, and to cancel, amend, withdraw, or reissue this TENDER in full or in part, at any time without assigning any reason. This TENDER is issued exclusively for the Design, Development, Implementation and Maintenance of AI-based e-Empanelment system and Chatbot Platform. RailTel may cancel the TENDER process at any stage without any obligation to provide justification to the bidders.

**Group General Manager-Business Development**

## **Disclaimer**

All information contained in this Tender Document is provided in good faith and in the interest of transparency. However, this document does not constitute an agreement, nor is it an offer or invitation to enter into a binding legal arrangement with any party.

While adequate care has been taken in the preparation of this Request for Proposal (TENDER), the bidders are advised to independently verify the correctness and completeness of the information provided. This TENDER is not intended to be exhaustive. Interested bidders are expected to conduct their own investigations and analysis and make appropriate assumptions as required.

RailTel makes no representation or warranty, express or implied, and shall have no liability towards any bidder or participant in relation to the accuracy, reliability, or completeness of the information contained in this document.

Neither RailTel nor any of its officers, employees, or advisors shall have any liability to any prospective bidder or any other person under contract law, tort, the principles of restitution or unjust enrichment, or otherwise for any loss, expense, or damage which may arise from or be incurred or suffered in connection with this TENDER, or any matter deemed to form part of it, or from the selection process.

Information provided in this document or imparted to any respondent as part of the tender process shall be treated as confidential and shall not be used by the recipient for any purpose other than for preparing a response to this TENDER. It shall not be shared with any third party without the prior written consent of RailTel.

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**(This tender document consists of 87 pages)**

**CHAPTER 1 SCHEDULE OF REQUIREMENTS (PRICE SCHEDULE)****1.1 FORMAT FOR FINANCIAL BIDS**

S. No.	Description	Quantity	Unit Rate (INR)	Total Amount (Excl. GST)	GST (%)	Total Amount (INR) (Incl. GST)
-	-	A	B	C = A*B	D	E = C + (C*D)
<b>SoR – A: e-Empanelment System</b>						
1	One Time Charges (OTC)	1	₹_____	₹_____	____%	₹_____
2	Operations and Maintenance (O&M)	3 years	₹_____	₹_____	____%	₹_____
3	<b>Sub-total (SoR - A)</b>	-	-	-	-	₹_____
<b>SoR – B: Chatbot Platform</b>						
4	Phase 1: Foundation Platform	1	₹_____	₹_____	____%	₹_____
5	Phase 2: Platform Expansion	1	₹_____	₹_____	____%	₹_____
6	Document referencing (consider cost for lot of 25,000 pages)	1 lot	₹_____	₹_____	____%	₹_____
7	Operations and Maintenance (O&M)	3 years	₹_____	₹_____	____%	₹_____
8	<b>Sub-total (SoR - B)</b>	-	-	-	-	₹_____
	<b>Grand Total (3+8)</b>	-	-	-	-	₹_____
	<b>Grand Total in words</b>	INR _____				

**Note:**

1. These rates will be valid for the entire duration of delivery and contract period.
2. The method of selection is QCBS – Quality cum Cost Based Selection with 70:30 weightage for technical and financial marks (with 70% min qualifying marks in technical round).
3. Evaluation will be conducted in two stages: first, bidders will be assessed on their technical parameters and will be scored accordingly. Only those who meet the technical requirements will move to the second stage. In the second stage, bids will be evaluated based on the rates offered. The Contract will be awarded to the bidder with highest Total Score.
4. The evaluation will be made based on the total cost of SoR A and SoR B.

5. RailTel, at its discretion, may choose to avail any or combination of services, depending on the requirements.

**Information to Bidder for Compliance:**

1. Unit rate quoted against services mentioned in SOR above should be inclusive of all duties, taxes, and other charges. The services as per SOR are required to be delivered at locations specified by RailTel, and it shall be the responsibility of bidder to provision the services at locations within due timelines or on short notice. Locations may vary from one state to Pan India depending on the nature of work.
2. All items should be quoted as per Scope of Work defined in Tender.
3. In the specification wherever support for a feature has been asked for, it will mean that the feature should be available without RailTel requiring any other hardware/software/licenses. Thus, all hardware/software/licenses required for enabling the support/feature shall be included in the offer.
4. Bidder has to quote for all SOR, and evaluation will be done on totality.

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**CHAPTER 2 BID DATA SHEET (BDS)**

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

Reference	Description
Tender Notice	<b>Name of work:</b> <b>Design, Development, Implementation and Maintenance of AI-based e-Empanelment system and Chatbot Platform</b>
Clause 6.11, Chapter-6	<b>Validity of offer</b> 180 days.
Clause 3.1.2, Chapter-3	<b>Delivery Period</b> The delivery of work is as provided against each SoR item along with 3 years of maintenance post go-live (as mentioned in clause no. 3.6).
Tender Notice	<b>Earnest Money Deposit (EMD):</b> INR 4.97 lakhs to be submitted via online bank transfer only. All the Bidders are required to deposit EMD amount through e-Nivida Portal as "Earnest Money". EMD in no other form shall be accepted. <b>Offers without applicable EMD amount shall be summarily rejected.</b> Bid Security shall be exempted for bidders, who are MSEs or Startups as recognized by DPIIT subject to the conditions specified in para 6.4 of Chapter 6. <b>For Online Transfer:</b> RailTel Bank Details: Union Bank of India Account No.: 340601010050446 IFSC Code: UBIN0534064. MICR:110026012 Account name: RailTel Corporation of India Ltd. Bank and branch Address: Union Bank of India, Yusuf Sarai Branch, C-1, Green Park Extension, Arvindo Marg, New Delhi- 110016 Amount of EMD should be transferred on or before the last date and time of submission (as above) of this bid and acknowledgement details (UTR, etc.) should be enclosed with the bid.
Tender Notice	<b>Clarification Requests to be submitted to <a href="mailto:Co-bd@railtelindia.com">Co-bd@railtelindia.com</a></b> in word format before the last date of submission of clarification.  <b>Last date of Submission of Clarification:</b>  Date: 24.04.2026 (On or before 05:00 PM)
Tender Notice	<b>Last Date of Submission of Offer</b>  Date: 11.05.2026 Time: 03:00 PM

Reference	Description
<b>Tender Notice</b>	<b>Date of Opening of Tender - (Technical)</b>  Date: 11.05.2026 Time: 03:30 PM Venue: RailTel Corporation of India Ltd. Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023

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## CHAPTER 2A E-TENDERING INSTRUCTIONS TO BIDDERS

### 2.1 INSTRUCTIONS FOR ONLINE BID SUBMISSION

The following are the instructions for online bid submission as per the terms and conditions:

The bidders are required to submit soft copies of their bids electronically on the e-tender Portal, using valid Class 3 Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the e-tender Portal and submitting their bid online on the e-tendering portal as per uploaded bid. **Prepare the bids in accordance with the requirements and submit the bids online on the e-tender portal.**

More information on registering and submitting online bids on the e-tender portal can be obtained at <https://railtel.enivida.com>.

### 2.2 REGISTRATION

- i. Bidders are required to enroll on the e-Procurement Portal (URL: <https://railtel.enivida.com>) by clicking on the link "Online bidder Registration" on the e-tender Portal by paying requisite Registration fee as mentioned on the e-portal.
- ii. As part of the enrolment process, the bidders will be required to select a unique username and assign a password for their accounts.
- iii. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidder.
- iv. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (**Only Class III Certificates with signing + encryption key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- v. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible for ensuring that they do not lend their DSCs to others which may lead to misuse.
- vi. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
- vii. The scanned copies of all original documents should be uploaded in pdf format on portal <https://railtel.enivida.com>.
- viii. After completion of registration payment, you need to send your acknowledgement copy on our helpdesk e-mail address, ewizardhelpdesk@gmail.com for activation of your account.

### 2.3 SEARCHING FOR TENDER DOCUMENTS

- i. There are various search options built in the RailTel Corporation of India Limited e-tender Portal, to facilitate bidders on searching active tenders with several parameters.
- ii. Once the bidders have selected the tenders they are interested in, they can pay the processing fee as mentioned on the e-portal (including GST) (NOT REFUNDABLE) by net-banking / Debit / Credit card. Post this, respective contractor/Vendor may download the required documents / tender schedules, Bid documents etc. Once you pay both fees, tenders will be moved to the respective 'requested' tab. This would enable the bidders e- tender portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

### 2.4 PREPARATION OF BIDS

- i. Bidder should consider any corrigendum published on the tender document before submitting their bids.

- ii. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- iii. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with colored option which helps in reducing size of the scanned document.
- iv. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision for uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Documents” available to them to upload such documents.
- v. These documents may be directly submitted from the “My Documents” area while submitting a bid and need not be uploaded again. This will lead to reduction in the time required in submitting bids.

## **2.5 SUBMISSION OF BIDS**

- i. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for delay due to any issues.
- ii. The bidder must digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by RailTel.
- iii. Bidder has to select the payment option as “Online Payment” to pay the tender fee / EMD as applicable and enter details of the instrument.
- iv. Bidder should submit the EMD online as per the instructions specified in the tender document. In case of non-submission of EMD amount (where applicable) online, the uploaded bid will be summarily rejected.
- v. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- vi. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this during bid submission.
- vii. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized individual until the time of bid opening. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener public keys. Overall, the uploaded tender documents become readable only after the tender opening by the bid opening authorities.
- viii. The uploaded tender documents become readable only after the tender opening by the bid opening authorities.
- ix. Upon the successful and timely submission of bid, click “Complete” (i.e. after Clicking “Submit” in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique ID and date & time of submission of the bid with all other relevant details.
- x. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

## 2.6 ASSISTANCE TO BIDDERS

- i. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- ii. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the 24x7 Helpdesk Support.  
Kindly feel free to contact RailTel E-Nivida Helpdesk (as given below) for any query related to e-tendering:
  - Helpdesk landline No: 011-49606060
  - Mr. Amrendra (9355030628)
  - Mr. Birendra Kumar (09205898228)

### RailTel Contact Details:

E-mail ID: [co-bd@railtelindia.com](mailto:co-bd@railtelindia.com)

Telephone: 011-22900600

### Contact-I (for General Information):

Aarushi Sinha: Deputy Manager/Business Development

### Contact-II (for General Information):

Alok V. Agnihotri: Group General Manager/Business Development

## 2.7 BID RELATED INFORMATION FOR THIS TENDER

The entire bid submission process will be done online on RailTel e-Nivida Portal.

The broad outline of submissions is as follows:

- i. Submission of Bid Security/ Earnest Money Deposit (EMD)
- ii. Submission of digitally signed copy of Tender Documents/Addenda
- iii. Two Packet
- iv. Online response to Terms & Conditions of Tender.
- v. (Optional) Online Submission of modification, substitution bids for technical or financial parts, or withdrawal bid.

**Note:** Bidder must ensure that the bid must be successfully submitted online as per instructions of RailTel e-Nivida Portal.

## 2.8 ONLINE SUBMISSIONS

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

- i. EMD submission as per details mentioned in tender notice.
- ii. Tender Cost submission as per details mentioned in tender notice.
- iii. Power of attorney to be submitted online in accordance with respective tender clause in this tender. Original copy is needed to be submitted by the successful bidder before issuance of LoA.
- iv. In case the bidder happens to be an MSE bidder, the documentary evidence for same shall be submitted online.

## 2.9 SUBMISSION OF ELIGIBILITY CRITERIA RELATED DOCUMENTS

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

**Note:** *In case of internet related issues at a bidder's end, especially during 'critical events' such as short period before bid submission deadline or during online public tender opening event or during e-auction, it is the bidder's responsibility to have backup internet connections.*

In case there is a problem at the e-procurement/ e-auction service provider's end (in the server, leased line, etc.) due to which all the bidders face a problem during critical events, and this is brought to the notice of RailTel by the bidders in time, then RailTel will promptly reschedule the affected event(s).

## 2.10 INSTRUCTIONS FOR TENDER DOCUMENT TO THE BIDDERS

The RailTel tenders are published on [www.railtelindia.com](http://www.railtelindia.com) and on RailTel e-Nivida Portal <https://railtel.enivida.com/>.

**Note:** *For online bid submission, the bidder will have to necessarily download an official online copy of the tender documents from RailTel e-Nivida portal, and this should be done well before the deadline for bid-submission.*

## 2.11 SUBMISSION OF OFFERS AND FILLING OF TENDER

This e-tender should be duly submitted online using the e-Procurement Portal <https://railtel.enivida.com/>. For detailed instructions, please refer to instructions provided in RailTel e-Nivida portal.

## 2.12 ATTENDANCE OF REPRESENTATIVES FOR TENDER OPENING

Representatives of bidders desirous of attending the tender 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 tender opening. Authorized representatives of those firms who have submitted the tender documents alone shall be allowed to attend the tender opening.

**(End of Chapter- 2A)**

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## CHAPTER 3 SPECIAL TENDER CONDITIONS

### 3.1 INSTRUCTIONS FOR BIDDERS

**3.1.1.** The Tenderer shall quote Total all Inclusive Rate of Services including GST clearly indicating the breakup of rates, applicable duties and taxes as detailed in the offer form only.

**3.1.2. Delivery Period**

The delivery of work is as provided against each SoR item along with 3 years of maintenance post go-live (as mentioned in clause no. 3.6).

**3.1.3 Eligibility to Respond**

Only those bidders who are eligible as per RailTel's tender terms will be allowed to participate in this TENDER process.

**3.1.4 Bid Validity**

All bids submitted in response to this TENDER shall remain valid for a period of 180 (one hundred eighty) days from the date of submission.

**3.1.5 Proposal Format Compliance**

Bidders are required to respond comprehensively to all components of this TENDER. Failure to follow the prescribed format or omission of material content may result in disqualification.

**3.1.6 Selection Methodology**

The selection of the implementation partner shall follow the Quality and Cost-Based Selection (QCBS) method. Bidders must submit their proposals in two parts:

- Part A – Technical Proposal
- Part B – Financial Proposal

Only those bidders who qualify the technical evaluation stage shall be considered for financial evaluation.

**3.1.7 Consortium not permitted**

Participation through consortium or joint ventures is not permitted. Subcontracting is also not permitted.

**3.1.8 Legal Jurisdiction**

All legal disputes arising in connection with this TENDER or contract execution shall be subject to the exclusive jurisdiction of courts located in New Delhi, India.

### 3.2 BASIC ELIGIBILITY CRITERIA (DOCUMENTARY EVIDENCE TO BE SUBMITTED)

S.No.	Basic Requirement	Eligibility Criteria Requirements	Supporting Documents required
1.	Company Profile	<ol style="list-style-type: none"> <li>The Bidder shall be registered as a Private or Public Limited Company and in operation for at least three (3) years as on the date of bid submission.</li> <li>The Bidder shall be registered in India and shall not be a subsidiary or Joint Venture.</li> </ol>	<ol style="list-style-type: none"> <li>Copy of certificate of Incorporation/ Registration under the Companies Act 1956/ 2013.</li> <li>Copy of GST Registration and PAN Copy.</li> <li>Details of shareholding of the Company as on the date of bid submission along with a declaration to the effect that it is not a subsidiary or Joint Venture of any foreign company.</li> </ol>
2.	Annual Turnover	The bidder shall have a cumulative turnover of INR 3.73 Crores over the last three (3) financial years. However, in case the bidder is a Startup registered/recognized with DPIIT, the bidder should have a turnover of at least Rs. 37.3 Lakhs in the latest financial year.	<ol style="list-style-type: none"> <li>Audited financial statements for the last 3 FYs along with a certificate from the auditor/ CA of the company specifying the annual turnover for the specified years.</li> <li>Copy of Startup Registration issued by DPIIT, if applicable.</li> </ol>
3.	Net worth	The bidder shall have a positive net worth as on 31st March 2025. However, DPIIT recognized startups shall be exempted from this criterion.	Certificate from the Statutory Auditor/ CA on net worth, along with the copy of Startup Registration (if applicable).
4.	Key Certifications	The bidder shall have ISO 9001 certification confirming compliance with quality management best practices.	Copies of the valid certificates in the name of the Bidder. <b>Note:</b> At least six months of validity is required from the date of submission of bids.
5.	No Blacklisting	As on the date of submission of the bid, the bidder shall not be blacklisted by any government authority or Court.	Undertaking on the Company letterhead signed by the authorized signatory
6.	Experience	The Bidder shall have successfully executed projects involving "Similar Work" in the last three (3) years, as per the following: <ul style="list-style-type: none"> <li>One Project with value of at least INR 1.49 Crores</li> <li>Two Projects with value of at least INR 99 lakhs each</li> <li>Three Projects with value of at least INR 74.50 lakhs each</li> </ul>	Work Orders/Contracts along with Completion Certificate issued by the authorized signatory of the client entity. In case of on-going projects, a duly signed certificate from the CA/ Client has to be submitted mentioning that 50% or more of the project is complete.

S.No.	Basic Requirement	Eligibility Criteria Requirements	Supporting Documents required
		<p>For this purpose, the term “Similar Work” shall be construed as Work involving the development, training, and deployment of any AI-based solution for any Govt./PSU/Autonomous bodies/Public listed companies in India or internationally.</p> <p>Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange (NSE) or Bombay Stock Exchange (BSE), incorporated/registered at least 5 years prior to the date of opening of tender, shall be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.</p> <p>However, in case of DPIIT recognized startups, following requirements shall apply: The bidder should have at least 2 Work Orders of AI based solutions for any customer in India or internationally, out of which at least 1 work order should have been executed.</p>	In such a case, the Completed Project Value should not be less than the minimum qualification required for similar projects as mentioned in this document.

### 3.3 TECHNICAL EVALUATION CRITERIA (DOCUMENTARY EVIDENCE TO BE SUBMITTED)

S No.	Technical Evaluation Criteria	Maximum Marks	Supporting Documents required
1.	<p><b>Bidder Profile Segment</b></p> <p>Cumulative Annual Turnover for the last three financial years and current financial year</p> <p>Turnover Criteria:</p> <ul style="list-style-type: none"> <li>• INR 3.75 Crores to INR 10 Crores - 10 Marks</li> <li>• INR 10 to INR 50 Crores - 15 Marks</li> <li>• More than INR 50 Crores - 20 Marks</li> </ul> <p><b>Note:</b> <i>In the case of exempted Startups, Cumulative annual turnover for the last three financial years and current financial year:</i></p> <ul style="list-style-type: none"> <li>• INR 37.5 Lakhs to INR 1 Crore - 10 Marks</li> <li>• INR 1 Crore to INR 5 Crores - 15 Marks</li> <li>• More than INR 5 Crores - 20 Marks</li> </ul>	20	<p>1. Audited financial statements for the last 3 FYs along with a certificate from the auditor/ CA of the company specifying the annual turnover for the specified years.</p> <p>2. Copy of Startup Registration issued by DPIIT, if applicable.</p>
2.	<p><b>Project Experience Segment</b></p> <p>Successfully executed projects involving “Similar Work” in the last Three (3) years. For this purpose, the term “Similar Work” shall be construed as Work involving the development,</p>	30	Work Orders/Contracts along with Completion Certificate issued by the

	<p>training, and deployment of any AI-based solution for any Govt./PSU/Autonomous bodies/Public listed companies in India or internationally.</p> <ul style="list-style-type: none"> <li>• Each Project with value of at least INR 1.49 Crores – 15 Marks</li> <li>• Each Project with value of at least INR 99 lakhs and less than 1.49 Crores – 10 Marks</li> <li>• Each Project with value of at least INR 74.50 lakhs and less than 99 lakhs – 5 Marks</li> </ul> <p>Maximum Marks = 30 Note: Bidder may submit credentials in a combination as mentioned above.</p> <p><b>Note:</b> <i>In the case of Startups, out of the below, the bidder should have at least one work order of similar work, which should be completed.</i></p> <p><i>Further, scoring shall be as below:</i></p> <ul style="list-style-type: none"> <li>• 2 Work Orders of AI based solutions - 15 Marks</li> <li>• 3 to 6 Work Orders of AI based solutions - 20 Marks</li> <li>• More than 6 Work Orders of AI based solutions - 30 Marks</li> </ul>		<p>authorized signatory of the client entity.</p> <p>In case of on-going projects, a duly signed certificate from the CA/Client has to be submitted mentioning that 50% or more of the project is complete.</p> <p>In such a case, the Completed Project Value should not be less than the minimum qualification required for similar projects as mentioned in this document.</p>
3.	<p><b>Certifications</b></p> <p>The bidder should have the following valid quality certifications:</p> <ul style="list-style-type: none"> <li>• ISO 9001:2015 or latest (Quality Management System)</li> <li>• ISO/IEC 20000-1:2018 or latest (Information Technology Service Management Systems)</li> <li>• ISO/IEC 27001:2022 or latest (Information Security Management Systems)</li> <li>• ISO/IEC 42001:2023 or latest (Artificial Intelligence Management Systems)</li> <li>• SOC 2 (Service and Organization Controls 2)</li> <li>• GDPR (General Data Protection Regulation) or equivalent compliance</li> </ul> <p>Scoring shall be as below for the above-mentioned certifications:</p> <ul style="list-style-type: none"> <li>• At least 1 certification – 5 Marks</li> <li>• 2 to 4 certifications – 7 Marks</li> <li>• More than 4 certifications – 10 Marks</li> </ul>	10	Copies of the valid certificates in the name of the Bidder.
4.	<p><b>Approach and Methodology</b></p> <p>Technical Presentation on Approach &amp; Methodology:</p>	30	1. Technical Presentation

	<ul style="list-style-type: none"> <li>• Understanding of the project (Scope of Work, Functional Requirements and System Architecture in the proposed solution) – 5 Marks</li> <li>• Proposed Deployment of solution as per RailTel requirements - 5 Marks</li> <li>• Proposed Mechanism to ensure accuracy of AI models and feedback loop for continuous improvement - 5 Marks</li> <li>• Proposed structure for: - 5 Marks             <ul style="list-style-type: none"> <li>○ Project Strategy</li> <li>○ Project Management</li> <li>○ Risk Management</li> <li>○ Resource Plan</li> <li>○ Project Governance Model</li> </ul> </li> <li>• Technical Demonstration/ POC: Demonstration of AI-based solution (Development portal/analytics dashboard, etc.) - 10 Marks</li> </ul>		2. Technical Demonstration/PoC
5.	<p><b>Proposed Resources for the Project</b></p> <p>Each of the following profiles suggested by the bidder will be evaluated:</p> <ul style="list-style-type: none"> <li>• Project Manager with minimum 5 years of experience in AI solutions development and deployment-related projects - 4 Marks</li> <li>• Minimum 2 AI Engineers with minimum postgraduate degree in Artificial Intelligence/Data Science from a reputed University with minimum 2 years of experience - 4 Marks</li> <li>• Minimum 4 Computer Science Graduates with specialization in Full Stack Development and DevOps with minimum 2 years of experience - 2 Marks</li> </ul>	10	CVs of proposed resources with details of qualifying the minimum eligibility criteria required against each profile to be included in the bid

### 3.4 SELECTION PROCESS

- i. RailTel has adopted a two-stage evaluation process (collectively the “Selection Process”) in evaluating the bids comprising of pre-qualification, technical and financial bids. The bidder must submit in two separate bids containing technical bid and price bid on e-procurement portal only. A pre-qualification evaluation will be carried out as specified in TENDER Chapter 3, Clause no. 2. Only pre-qualified bids will be eligible for technical evaluation/scoring.
- ii. In the first stage, technical evaluation/scoring will be carried out as specified in TENDER Chapter 3, Clause no. 3. Based on the technical evaluation/scoring, a Scoring Sheet of short-listed bidders shall be prepared. **Only those bidders who have scored minimum aggregate 70 marks out of 100 (with minimum 50% marks in each of technical evaluation criteria) will be selected for opening of their financial bids.**

- iii. In the second stage, the Financial Proposal of the technically qualified bidders will be opened and a financial evaluation shall be carried out.
- iv. The method of selection is QCBS – Quality cum Cost Based Selection with 70:30 weightage for technical and financial marks. The Contract will be awarded to the bidder with the highest Total Score. The final score will be calculated as below:

$T_n = \text{Technical Score of a Bidder} = \left\{ \frac{\text{Technical Score of that Bidder}}{\text{Score of the bidder with the highest Technical Score}} \right\} \times 100$  (adjusted to 2 decimals)

$C_n = \text{Financial Score of a Bidder} = \left\{ \frac{\text{Lowest Quote}}{\text{Bidder's Quote}} \right\} \times 100$  (adjusted to 2 decimals)

For Quality and Cost based Evaluation (QCBS), the following formula will be used for evaluation of the bids.

**Total Score =  $0.7 * T_n + 0.3 * C_n$  (adjusted to 2 decimals)**

***Note:** The bidder achieving the highest overall score will be termed the successful bidder for awarding the work order. In case of a tie where two or more bidders achieve the same highest overall score, the bidder with the higher technical score will be considered first for awarding the work order. In case there is still a tie, the bidder having the highest annual average turnover in last 3 (three) financial years shall be awarded the work.*

- v. RailTel reserves the right to accept or reject the response against this TENDER, without assigning any reasons. The decision of RailTel is final and binding on the participants. The RailTel evaluation committee will determine whether the proposal/ information is complete in all respects and the decision of the evaluation committee shall be final. RailTel may at its discretion assign a lead factor to the selected partner as per RailTel policy for shortlisting partners against this TENDER.
- vi. All General requirements mentioned in the Technical Specifications are required to be complied with. The solution proposed should be robust and scalable.
- vii. Purchaser will issue Letter of Intent/Purchase Order to the successful bidder.

#### **3.4.1 Bill Passing & Paying Authority**

Accounting unit/bill passing unit for the services rendered under SOR and against each PO/Project will be the tender issuing authority at CO and bill paying authority will be Finance Corporate Office. Bills will be submitted to the tender issuing authority at CO.

#### **3.4.2 Not used**

### **3.5 CLARIFICATION REQUESTS**

It is solicited that the written queries/ clarifications may be sent to the RailTel's office latest by date as indicated in the Bid Data sheet (BDS) through e-mail to [co-bd@railtelindia.com](mailto:co-bd@railtelindia.com) (in word format). Thereafter, no queries will be entertained. The clarification requests should be submitted in the given format:

SN	Page No	Tender Clause No.	Tender Clause	Bidder's Query	Justification/ Reason
1					

### 3.6 PAYMENT TERMS AND MILESTONES

The payment terms and delivery milestones for each of the SoR items shall be as below:

#### SoR-A: e-Empanelment System

S.No.	Milestone (T=Date of LOA)	Timeline	Expected Timeline / Remark	Payment Disbursement (for OTC)
1	Submission of Assessment Report	T1	T + 2 weeks	20% (On Completion of the Milestone 1)
2	First Version Launch (Onboarding Process without ML Engine for Defect Detection)	T2	T1 + 6 weeks	40% (On Completion of the Milestone 2)
3	Second Version (ML Engine for Defect Detection)	T3	T2 + 4 weeks	20% (On Completion of the Milestone 3)
4	Final Version along with VA/PT (Partner Engagement Tracking)	T4	T3 + 2 weeks (Go-Live)	20% (On Completion of the Milestone 4)
5	Operation and Maintenance	T5	3 years (post go-live)	Quarterly in arrears

#### SoR-B: Chatbot Platform

S.No.	Milestone (T=Date of LOA)	Timeline	Expected Timeline/Remark	Payment Terms
1	Submission of Internal Validation Report	T1	T + 4 weeks	50% of the Phase 1 one-time cost
2	Production Deployment & Go-live along with VA/PT	T2	T1 + 4 weeks	Remaining 50% of the Phase 1 one-time cost
3	Platform Expansion Go-live along with VA/PT	T3	T2 + 6 weeks	100% of Phase 2 one-time cost
4	Operation and Maintenance	T4	3 years (post go-live)	Quarterly in arrears
5	Document Referencing	-	-	On pro-rata basis to be paid on quarterly arrears

### 3.7 LIMITATION OF LIABILITY

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

- i. The Service Provider shall not be liable to the Purchaser, whether in contract, 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 Service Provider to pay liquidated damages to the Purchaser; and
- ii. the aggregate liability of the Service Provider to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed 10% of the total value of PO, provided that this limitation shall not apply to any obligation of the Service Provider to indemnify the Purchaser with respect to intellectual property rights infringement.
  - iii. Maximum penalty will be capped at 10% of the total order of the PO.

### **3.8 TAX VARIATION**

The applicable taxes shall be applicable as on date of invoicing as per the statutory requirement.

### **3.9 CARE IN SUBMISSION OF TENDER**

- i. Tenderers will examine the various provisions of The Central Goods and Service Tax Act, 2017 (CGST)/ Integrated Goods and Service Tax Act, 2017(IGST)/ Union Territory Goods and Service Tax Act, 2017 (UTGST)/ respective state's State Goods and Service Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderer will ensure that full benefit of Input Tax Credit (ITC) is likely to be availed by them while quoting rates.
- ii. The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to RailTel immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.
- iii. In case successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, RailTel shall deduct the applicable GST from his/ their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.

### **3.10 CREDENTIAL VERIFICATION**

- i. The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/ certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorized representative of the tendering firm.
- ii. The tenderer shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is available in Chapter 9 of this tender document (Form No. 02). Non-submission of the affidavit by the bidder may result in rejection of their bid and it shall be mandatory incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they are qualifying the Qualification Criteria mentioned in the tender document. It will not be obligatory on the part of RailTel to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.
- iii. RailTel reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the RailTel, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the RailTel shall not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of the RailTel thereunder.
- iv. In case of any wrong information submitted by the tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited,

and agency barred for doing business on entire RailTel for 5 (five) years.

**3.11 NIL DEVIATION COMPLIANCE**

Bidder is required to submit the “NIL Deviation compliance undertaking” for all the terms and conditions of tender including all corrigenda with the offer as per proforma given in Form no. 04 (Chapter 9).

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## CHAPTER 4 SCOPE OF WORK

### 4.1 BACKGROUND INFORMATION

**RailTel Corporation of India Limited (RailTel)**, an ISO-9001:2000 organization is a Navratna 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 objectives of National Telecom Policy, 1999. RailTel is a wholly owned subsidiary of Indian Railways.

RailTel has approximately 61000 kms of OFC along the protected Railway tracks. The transport network is built on high-capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. The organization provides a wide array of ICT, cloud, telecom, and digital transformation services to government and enterprise clients.

With two MeitY-empaneled Tier III Data Centers in Gurugram and Secunderabad, RailTel plays a pivotal role in enabling secure, scalable, and compliant digital infrastructure for critical government services. Its portfolio includes cloud and hosting services, cybersecurity operations, video conferencing, managed Wi-Fi, and high-speed connectivity solutions across government, defense, education, and judiciary sectors.

RailTel, in order to fulfill its objective of multi-fold growth in its turnover and profitability, is expanding its market share in various technology offerings such as Telepresence, Maintenance of SWAN, Cloud services, Content Delivery Platforms, Storage and Server, Telecom Networking, Data Center, Transmission Network, Data Network, Wi-Fi Business, Network Solution, System Integration, IoT, AI, ML, etc. building formidable presence in the telecom and IT industry. In line with this, RailTel empanels business associates/OEMs who can serve as growth engines for RailTel and can generate more business and provide Business Solutions to RailTel's Customers. To streamline and digitize such processes, it is proposed to build an AI-based e-Empanelment portal and Chatbot platform for RailTel website and site for internal users.

### 4.2 OBJECTIVE OF THE PROJECT

The primary objective of this TENDER is to identify a qualified implementation partner who has experience in developing AI-based web portals and chatbot platforms. The delivery of work is as provided against each SoR item along with 3 years of maintenance post go-live.

### 4.3 DETAILED SCOPE OF WORK

#### 4.3.1 SoR-A: e-Empanelment system for Partner (Business Associate/OEM) onboarding process for RailTel

Development of a digital portal for business partners to express interest in becoming empaneled with RailTel, this platform will facilitate a seamless process for submitting partner details and documents for review. The system will enable RailTel to assess submitted data, verify documents, and manage the approval process in a more streamlined and efficient manner. The portal will also be used for monitoring and examining bids, maintaining credential bank, reporting and tracking new tenders in the market relevant for participation.

## A. Features required

- a. **Online Portal for Partner Application and Communication:** Seamless interface for partners to submit applications and communicate with RailTel.
- b. **Form Filling:** User-friendly forms for partners to input required application details online.
- c. **Document Submission:** Secure document upload functionality with validation checks.
- d. **OCR-based Defect Detection:** Automated system to identify document defects like missing data, unclear images, or errors.
- e. **Review Process for Users:** Workflow for RailTel's internal team to review and validate partner details and submitted documents.
- f. **Automated Mail Notifications:** System-triggered email alerts to partners for required actions like resubmission of documents.
- g. **User Hierarchy-based Approval:** Structured approval process aligned with RailTel's internal hierarchy.
- h. **Partnership Confirmation Letter Generation:** Automated generation of confirmation letters for empanelled partners.
- i. **Alerts and Notifications:** Customized alerts for key partner-related events, including submission, approval, and expiration reminders.
- j. **Partner Engagement System:** Dashboard to track partner status, engagement metrics (leads, conversations and POs awarded), ongoing bids, and relevant projects.
- k. **Credential Bank:** The Credential Bank containing all credentials based on the sector, customer type, value, etc. shall be available in easy searchable manner to support bidding teams to apply against any tender during bidding.
- l. **Bid Examination:** The system shall provide mechanism to examine the proposals/bids of the partners based on defined checklist which shall be made available in the system.
- m. **Bid monitoring:** A template to be provided in the system itself where RailTel team members can maintain and monitor the status of bids. This shall be maintained team-wise, location-wise which will help in real-time access to the bids being participated in / followed by any team which will help in reducing the manual workload.
- n. **Tender Tracker:** Create a tender tracker within the system where Tenders of interest to RailTel based on certain keywords can be pooled into this application and each team member shall have access to the same. The list of websites shall be provided by RailTel.
- o. **BOD data report:** System shall be developed within the application to create reporting system as per pre-defined format to be provided by RailTel.

## B. Types of Users

### a. External Entities:

- Entities interested in applying for empanelment with RailTel.
- Will use the platform to upload required documents, track onboarding progress, receive updates, and complete payment processes.

### b. Existing Partners:

- Current partners of RailTel who can:
  - Track their engagements with RailTel.
  - Monitor empanelment details, including expiration and renewal processes.
  - Explore relevant tenders or projects through the platform.

### c. RailTel Internal Team:

- RailTel staff responsible for managing the onboarding and engagement of partner as well as uploading RailTel credentials.
- Key capabilities include:
  - Managing and approving onboarding processes.
  - Tracking partner engagements and streamlining the partnership workflow.
  - Assigning team members to specific onboarding processes.
  - Uploading status of each EoI/tender along with checklist for bid examination.
  - Adding bids received from prospective bidders for OCR-based detection.
  - Monitoring bids and uploading relevant data.
  - Searching new relevant tenders in the market

### **C. Functional Requirements**

#### **a. Entity Registration and Authentication:**

1. The system must allow entities to register on the portal to start the onboarding process.
2. The system must provide a secure login interface for external entities, existing partners, and RailTel's internal team.

#### **b. For External Entities:**

1. Provide functionality to initiate the Partner onboarding process by uploading required documents.
2. Allow users to track their onboarding progress or status directly through the portal.
3. Send updates, remarks, and notifications to users via the portal and email.
4. Include a payment interface for users to make necessary payments and generate instant invoices/receipt for confirmation and audits.
5. Enable users to submit queries and request assistance from the RailTel team during the onboarding process.
6. Generate a detailed final letter or agreement for users to confirm their empanelment upon successful onboarding.
7. Offer an interface to explore EOI/ tenders and related projects, categorized by tags.

#### **c. For Existing Partners:**

1. Provide an interface to explore tenders and projects with categorized tags.
2. Display empanelment details, including agreements, letters, duration, and expiration dates.
3. Notify partners about relevant tenders, projects, or upcoming empanelment expirations.
4. Enable empanelled partners to renew agreements by uploading updated documents and making payments.
5. Allow tracking of ongoing projects, bids, or tenders associated with their partnership.

#### **d. For RailTel's Internal Team:**

1. Provide a centralized view to collectively track all partnership processes.
2. Enable tracking of all onboarding processes simultaneously.
3. Allow assignment of team members to specific onboarding processes.
4. Utilize an ML engine to automatically detect defects or discrepancies in submitted documents.
5. Integrate with third-party external portals (e.g., MCA) for user and entity verification.
6. Notify all stakeholders involved in the approval process for new onboardings and enable approvals directly through the portal.
7. Offer functionality to track engagements like (leads, conversations and awarded projects) for all partners using their profiles.
8. Communicate/ notify with external entities during the onboarding process for presentation, document deficiencies etc.

9. Provide template to update status and checklist of each EoI/tender for bid examination. Enable OCR-based detection for examination of the bids.
10. Showcase relevant reports for bid monitoring on a weekly or quarterly basis or as per RailTel's requirement.
11. Provide functionality to search new tenders in the market via the empanelment portal.

#### **D. Non-Functional Requirements**

- a. Accessibility:** The application must be accessible via a web interface to all users.
- b. Scalability and Resilience:** The platform must support multiple concurrent onboarding processes without performance degradation.
- c. Efficiency:** The system must effectively detect document defects across multiple onboarding processes simultaneously.
- d. Integration:**
  - Seamless integration with external and internal portals (e.g. MCA, e-tenders platform, CPPP, GEM, ERP etc) to validate or verify documents or collect required information and communication systems (e.g. e-mail, SMS, Whatsapp, etc.) for alerts/information to be shared to all stakeholders.
  - Incorporate mailing and notification services to ensure timely communication with stakeholders.
  - The application shall be hosted on RailTel's cloud in DC-DR mode which shall be provisioned by RailTel.

#### **E. User Flow and Journey**

##### **a. External Entities:**

1. Access the portal via the provided web interface.
2. Register by providing basic details and creating login credentials.
3. Log in to start the onboarding process:
  - Upload required documents (e.g., business registration certificates or documents required as per the EOI for empanelment).
  - Review submission status and track progress through the onboarding workflow.
4. Receive updates and remarks via the platform and email notifications.
5. Make necessary payments through the integrated payment gateway.
  - Instantly receive an invoice/receipt for confirmation and audit purposes.
6. Submit queries or requests for assistance through the query interface, if needed.
7. Upon successful approval, receive a final letter or agreement confirming the empanelment.
8. Post-approval, access the platform to:
  - View EoI/tenders and related projects.
  - Explore tags and categories for relevant opportunities.

##### **b. Existing Partners:**

1. Log in using existing credentials or register as a verified partner.
2. Access the partner dashboard to:
  - View partner details, including agreement terms, time of agreement, and expiration dates.
  - Track ongoing projects, bids, or tenders associated with RailTel.
3. Receive notifications on:
  - Relevant tenders or projects matching their tags and categories.
  - Empanelment agreement expiration.

4. Initiate the renewal process by:
  - Uploading updated documents for verification.
  - Making necessary payments through the platform.
5. Track the progress of renewals or additional engagements from the RailTel side via the dashboard.

**c. RailTel Internal Team:**

1. Log in to the platform using internal credentials.
2. Access the management dashboard to:
  - View and manage onboarding processes for all external entities.
  - Track partner engagements and monitor partnership status.
3. Assign team members to specific onboarding cases or partners.
4. Utilize the ML engine to detect document defects and discrepancies during the onboarding process.
5. Approve or reject onboarding applications directly through the portal.
  - Stakeholders are automatically notified at each stage of the approval process.
6. Track and update partner engagements, including agreements, leads and awarded project details.
7. Verify external entities and documents using the integration with third-party systems such as MCA.
8. Use the system to notify stakeholders and partners through email and platform alerts.
9. Update status and upload checklist of each Eol/tender for bid examination as well as add bids submitted by prospective bidders to examine respective bids.
10. Search new tenders in the market via the empanelment portal.
11. Monitor data and bids on a weekly and quarterly basis as per requirement.

**F. Milestone-wise Deliverables**

**a. Milestone 1: Submission of Assessment Report**

1. Finalize functional requirements, platform design, workflows, and compliance needs.
2. Prepare and circulate detailed requirements and functional specification documents.
3. Acceptance of Final Assessment Report by RailTel.

**b. Milestone 2: Onboarding Process (Without ML Engine for Defect Detection):**

1. Online Portal for Partner Application and Communication: Basic functionality for partners to register and submit onboarding applications.
2. Form Filling and Document Submission: Enable partners to fill forms and upload necessary documents securely.
3. Review Process for Users: Manual review and validation process for RailTel's internal team to manage onboarding.
4. Automated Mail Notifications: Email alerts for partners about submission status and required document updates.
5. User Hierarchy-Based Approval: Approval process adhering to RailTel's internal organizational hierarchy.
6. Letter Generation: Automated generation of empanelment confirmation letter for approved applications.
7. Repository: Creation of Repository to store RailTel credentials.
8. Bid Status Template: Template to be provided on the portal for RailTel marketing associates to update status of each Eol/tender as well as to add checklist specific to the Eols/tenders.
9. Report Generation: Generation of reports as per the bid data provided by RailTel team for initial onboarding.

**c. Milestone 3: ML Engine for Defect Detection:**

1. OCR-Based Defect Detection: Integration of an ML engine to automatically detect missing data, unclear images, and other document errors. The same feature will be used for bid examination on the basis of checklist uploaded by RailTel marketing associates for the respective EoI/tender.
2. Streamlined Document Validation: Faster validation process for RailTel users due to automatic defect detection.
3. Enhanced Notifications: Automated alerts for partners identifying specific issues with submitted documents.
4. Reduced Manual Intervention: Minimized human effort in identifying errors during the onboarding process.

**d. Milestone 4: Partner Engagement Tracking**

1. Partner Engagement System:
  - Dashboard to track partner status, engagements, bids, and projects.
  - Partner profiles for tracking business activities like (leads generated, customer conversations and PO/LOA awarded).
2. Alerts and Notifications: Custom alerts for key events such as partnership expirations and ongoing engagements.
3. Renewal Process: Enable partners to renew agreements by uploading updated documents and payments.
4. Project Engagement: Partners will be able to initiate interactions directly from the portal with specific projects or tenders. This will enable them to express interest, seek clarifications, or submit proposals, all from a centralized, user-friendly.
5. Search Tenders: Search new relevant tenders via integration of the portal with e-procurement portals as per the approved list shared by RailTel.
6. Within 15 days from Go-live, the bidder shall submit final FRS/SRS document to RailTel.

**4.3.2 SoR-B: Chatbot Platform**

**A. Phase 1: Foundation Platform (for internet website)**

**a. Solution Design & Requirements Finalization:**

1. Conduct structured workshops with RailTel's IT, business, and admin teams.
2. Finalize functional requirements, platform design, workflows, and compliance needs.
3. Prepare and circulate detailed requirements and functional specification documents.
4. Obtain formal sign-off from RailTel.

**b. Platform Development & Internal Validation:**

1. Develop the core AI chatbot engine and secure, internally managed knowledge base.
2. Build intuitive, no-code admin and analytics dashboards.
3. Implement flexible deployment architecture (cloud, intranet, hybrid).
4. Conduct comprehensive internal validation (unit testing, integration, security checks).
5. Document all results and remediate identified issues.
6. Submit Internal Validation report to RailTel.

**c. User Acceptance Testing (UAT):**

1. Provision a secure sandbox/test environment for UAT.
2. Prepare UAT scripts, acceptance criteria, and usage scenarios.
3. Facilitate RailTel-led stakeholder testing (IT, Business, Admin users).
4. Address UAT feedback, resolve defects, and provide revised software for approval.

5. Obtain written sign-off confirming successful UAT completion.
- d. **Handover to Website Integration Team, Production Deployment & Go-live:**
  1. Deliver fully validated chatbot components, integration artifacts, and technical documentation to RailTel's website team.
  2. Conduct structured technical walkthroughs and operational training sessions.
  3. Remain available for support during RailTel website team integration and pre-launch testing.
  4. Oversee the final deployment of the chatbot to the live RailTel environment (cloud, on-premises, or hybrid).
  5. Undertake comprehensive system checks—stability, security, access control, analytics, and fallback functionality.
  6. Complete the Go-Live checklist and secure management approval for launch.
  7. Within 15 days from Go-live, the bidder shall submit final FRS/SRS document to RailTel.

**B. Phase 2: Platform Expansion (for internal RailTel users)**

- A. Develop platform as a repository for internal RailTel users with proper categorization as approved by RailTel team. This solution shall provide a separate repository portal for use by the in-house teams with policies (authentication, etc.) similar to Empanelment portal for internal RailTel users.
- B. Provide a workflow/mechanism for internal RailTel users to upload respective documents in relevant categories.
- C. Introduce role-based access control for tailored information flows.
- D. Implement multiple knowledge bases and department-specific chatbots (e.g., HR, Finance, Operations).
- E. Enable advanced document querying and department-level analytics. Enable document referencing incrementally as per the organizational requirements.
- F. Improve platform engagement by training the bot continuously.
- G. Schedule and govern this phase as a distinct project work-package with updated timelines and milestones.
- H. Provide chatbot features such as **Save Chat history** and **Export Chat transcript for current session**.
- I. Complete the Go-Live checklist and secure management approval for go-live of Phase 2.
- J. Within 15 days from Go-live, the bidder shall submit final FRS/SRS document to RailTel.

**4.3.3 Operations & Maintenance (O&M) (for both SoR-A and SoR-B)**

The support and maintenance services go far beyond basic issue resolution. They ensure business continuity, secure operations, iterative improvements, and continuous alignment with RailTel's evolving needs. The scope of Bidder covers the following activities but not limited to:

- Enhancement / modifications with respect to new / enhanced / enriched functionality.
- Ensure the desired functioning of the Interface / integration.
- Test scripts preparation and interim application testing.
- Application installation and testing whenever required.
- Modification / development of reports.
- Provide technical support on system parameters and requirement.
- Manage the database administration according to the agreed standards.
- Present relevant information and training if applicable and necessary regarding the use and functions of new products and services to a defined number of relevant Users designated by RailTel.
- Provide handholding support to end users in carrying out the routine business operations.

**A. Dedicated Personnel Allocation**

- Minimum 2 offsite support resources assigned to RailTel during business hours for post-platform delivery and support for E-empanelment portal and chatbot platform. They shall be responsible for platform monitoring, feedback resolution, operational issue resolution, and change management. Bidder shall provide hand-holding support to RailTel team from the date of Go-Live of application. These personnel must be clearly identified exclusively for this role.
- Ensure seamless change management—content updates, data backup, export/import functionality.

**B. Optimization of Cloud Resources**

- Periodic (at least once in six months) cloud optimization (compute, bandwidth, storage) to improve performance and cost-efficiency.

**C. Ongoing Platform Enhancements**

- Incorporation of user feedback and stakeholder input such as UI/UX refinements, process automation upgrades, and custom integrations.
- Annual VA/PT Report to be provided through CERT-In empaneled agency.
- Deliver monthly engagement and analytics reports to RailTel leadership.
- Support quarterly knowledge base reviews and governance audits.

**D. Bug Resolution and Issue Tracking**

- Provide round-the-clock technical support and swift ticket resolution per SLAs.
- Resolution aligned with defined severity levels:

Severity Level	Response Time	Resolution Time
S1 – Critical	1 hour	4 hours
S2 – Major	2 hours	8 hours
S3 – Minor	4 hours	48 hours

**Note:**

1. **S1-Critical:** Severity 1 problems are the ones which have a critical business impact and will have the following Business Impacts:
  - a. Entire or part of any service unavailable (including APIs)
  - b. Incorrect behaviour of the system
  - c. Security Incidents (due to application)
  - d. Data Theft/loss/corruption
  - e. Severe impact on customer satisfaction/Purchaser’s reputation
2. **S2-Major:** Severity 2 problems are the ones which have a critical business impact and will have the following Business Impacts.
  - a. The efficiency of users is being impacted.
3. **S3-Minor:** Severity 3 problems are the ones which doesn’t have major impact on day-to-day operations or which are not covered under S1 and S2.

**E. Bugs/Fixes Management**

- Bidder shall provide unlimited support as required as per the service window defined.
- The Bidder shall address all the errors/bugs/gaps in the functionality in the solution implemented by the Bidder (vis-à-vis the Requirements document signed off) at no additional cost during the support phase.

- All patches and upgrades specific to the platform deployed shall be implemented by the Bidder ensuring customization is done in the solution as per RailTel's requirements. Technical upgrade of the installation to the new version, as and when required, shall be done by the Bidder during the O&M period.
- Any changes/upgrades to the software performed during the support phase shall subject to the comprehensive and integrated testing by the Bidder to ensure that the changes implemented in the system meets the specified requirements and doesn't impact any other function of the system.
- Tuning of products/ applications, databases, third party software's and any other components provided as part of the solution software including reconfiguration of the system in the event of any hardware/ network failures/ if any hardware/ network components must be replaced, shall be the responsibility of the Bidder.
- Issue log for the errors and bugs identified in the solution and any change done in the solution shall be maintained by the Bidder and periodically submitted to the RailTel team.

#### 4.3.4 Governance, Compliance & Security

- A. The Execution Agency shall provision all necessary licenses to ensure that RailTel receives uninterrupted access to the full feature set of the platform and continues to benefit from secure, scalable, and up-to-date enterprise-grade software. Ongoing access to core modules:
  - Data Centralization framework
  - ML-based document defect detection engine
  - Partner lifecycle management dashboard
  - Approval workflows & custom integration pipelines
  - Alerting mechanism
- B. The agency will ensure ongoing alignment with RailTel-specific security protocols. Includes annual SSL certification renewals, encryption upgrades, and data retention compliance.
- C. Only authorized RailTel administrators are permitted to manage and update knowledge base contents.
- D. The architecture shall support multi-knowledge-base and multi-chatbot ecosystems enabling department-specific deployments with robust role-based access control.
- E. The agency will ensure that all changes to knowledge base are logged (timestamps, authors) and auditable.
- F. The agency will conduct quarterly knowledge base audit to ensure continued relevance and compliance.
- G. The agency will ensure robust, standards-aligned security model for admin interfaces and user data protection.
- H. A defined governance mechanism for periodic knowledge refresh cycles shall be incorporated to maintain relevance and accuracy over time.
- I. **Exit Management and Transition:** RailTel will retain full ownership of its knowledge base content, source code and associated data. The selected bidder must provide data export capability and transition support upon contract completion or termination, ensuring continuity and institutional control.

#### 4.3.5 Training

- A. Bidder shall be responsible for preparing and delivering training material which shall be used as reference of administrators and users of the portal and chatbot platforms.
- B. Training should be imparted at various levels depending on the roles and responsibilities of the users such as executives, core team, implementing officers, end-users, etc. The training should cover features, facilities, system administration, etc.

- C. The Bidder needs to ensure that adequate knowledge transfer is conducted for RailTel covering all areas of the solution.
- D. RailTel expects the Bidder to design a training program on ‘Train the Trainer’ basis. The training shall be in English and/or Hindi.
- E. The Bidder shall provide role-based training to a certain number of officials defined by RailTel.
- F. Considering the dynamic work model, all the trainings may be provided via online/offline mode. However, RailTel may propose to have hands-on training along with trainers at RailTel office locations.
- G. The Bidder must bear the cost of travel, lodging and other expenses when trainings are conducted at RailTel offices. RailTel shall not bear any costs related to training.
- H. RailTel will provide the venue for the training. The Bidder will have to provide the trainers and necessary training material at the venue without any additional cost.
- I. The Bidder is expected to provide the following as part of training along with necessary documentation, including its respective cost in the commercial bid:

SoR Item	Training Course	Audience	Venue
A: e-Empanelment Portal	Demonstration Video for Onboarding Partners	External Entities	Virtual (preferably a demo video)
A: e-Empanelment Portal	Demonstration for Empaneled Partners	Existing Partners	Virtual
A: e-Empanelment Portal	End User Training on: <ul style="list-style-type: none"> <li>• Partner Engagement System</li> <li>• Credential Bank</li> <li>• Bid Examination</li> <li>• Bid monitoring</li> <li>• Tender Tracker</li> <li>• BOD data report</li> </ul>	RailTel Internal Team	Offline (At CO – New Delhi and regional offices – Delhi, Secunderabad, Mumbai, Kolkata)
B: Chatbot Platform	Knowledge Repository with Chatbot: Onboarding Content Framework	RailTel Core Team	Offline (At CO – New Delhi)
B: Chatbot Platform	Knowledge Repository with Chatbot: Business Training	All RailTel Users	Virtual

**Note:**

1. *The offline trainings can be done simultaneously as per the requirements, as approved by RailTel team.*
2. *All trainings to be conducted as per need of the users identified by RailTel.*
3. **Business Training** may include the following, but not limited to:
  - a. *Features and functionalities*
  - b. *Framework*
  - c. *Product configuration*
  - d. *Business Rules configuration*
  - e. *Generation of user dashboards and reports*
  - f. *Security Awareness*
4. *The core team and implementing officers must be trained in technical matters, troubleshooting as well as functions and features of all the applications and interfaces built as per the scope of the RFP.*

5. *In order to enable RailTel to conduct the training programs after implementation, the Bidder, within the scope of the project, should provide necessary training documents/collaterals in suitable formats to assist the internal trainers.*

#### **4.3.6 Support/information to be provided by RailTel**

- A. Document Verification and Validation Checklist: The team will provide their comprehensive checklist for document verification and validation. This includes the specific criteria and guidelines for document assessment to ensure consistency in processing partner applications.
- B. Policies, Standards, and Term Cycles: The team will share key policies, standards, and any other relevant guidelines that govern the partnership process. Additionally, the term cycles, including the partnership duration and renewal criteria, will be clarified for better alignment during the integration phase.
- C. Training Data for ML Engine: The team will provide essential documents, templates, and previously filled forms. These resources will be used to train the Machine Learning (ML) engine for detecting document defects and enhancing the system's ability to automate validation and processing.
- D. Approved List of e-Procurement Portals: The team will provide the approved list of e-procurement portals which need to be integrated for searching relevant tenders for RailTel.
- E. Details on Stakeholders and Approval Workflow: The RailTel team will share key details regarding the stakeholders involved in the approval process, including their roles and responsibilities. Information on the number and types of documents required, potential defects commonly seen, fields within the forms, and required information for each step will also be provided.
- F. Email and Notification Templates: The teams will outline the various status and steps within the process and define the emails and notifications to be triggered for each status change (e.g., submission, approval, rejection, document correction). This will ensure the platform sends the correct updates to the relevant parties.
- G. Credential Bank Data: The team will provide the existing RailTel credentials to be uploaded in the portal.
- H. Monitoring Data: The team will provide the approved template being used for reporting to higher management as well as existing bid data.
- I. Documents/Office Orders: The team will provide SOP, documents, office orders with version history to be added during Chatbot Platform expansion phase.

#### **4.3.7 Acceptance Criteria**

- A. The portal, platform, dashboards, documentation, and training materials are delivered and validated.
- B. All features are demonstrably live and functional on RailTel's infrastructure.
- C. Formal sign-off on requirements, UAT, and Go-Live phases.
- D. Chatbot Platform achieves agreed performance and accuracy metrics (minimum 85% for Phase 1; ≥90% accuracy, ≤10% unanswered queries for Phase 2).
- E. Performance validation shall be completed during internal validation and UAT prior to go-live.
- F. Public-facing chatbot should aim for measurable query resolution rates without human escalation.
- G. Deployments in internal site for RailTel should demonstrate reduction in repetitive queries and improved knowledge access efficiency.
- H. All approvals pertaining to Acceptance Criteria shall be done in RailTel by GGM/BD or any other officer nominated by RailTel for this project.

#### **4.4 TECHNICAL SPECIFICATIONS**

**4.4.1 Technical Specifications for e-Empanelment System**

<b>S.No.</b>	<b>Technical Specification</b>	<b>Compliance (YES/NO)</b>
1	Distributed, scalable and resilient system architecture designed for high-volume transactional workloads	
2	Cloud-native microservices architecture using containerized or virtualized deployment models for scalability and fault tolerance, compatible with RailTel's IT architecture	
3	Backend services developed using Node.js for non-blocking, high-performance request handling	
4	Frontend developed using React with a modular, responsive user interface	
5	PostgreSQL used for structured and semi-structured application data storage	
6	Object storage for documents and uploads using secure, scalable storage services	
7	Elasticsearch based indexing and search for fast retrieval of empanelment records and documents	
8	Event-driven processing using distributed messaging for workflow orchestration	
9	Role Based Access Control to manage access for administrators, reviewers, and applicants	
10	JWT based authentication and authorization	
11	Secure REST APIs for integration with external and internal systems	
12	Encryption of data at rest and in transit using industry-standard protocols	
13	Detailed audit logs for user actions and system events	
14	Monitoring and observability using real-time dashboards and alerts	
15	Disaster Recovery with multi-availability zone replication and automated failover	
16	Configurable data retention and secure deletion policies	
17	Deployment within a dedicated, isolated infrastructure environment, fully deployable on RailTel's digital infrastructure	

18	Secure deployment on RailTel infrastructure in alignment with standards-aligned security model and flexible deployment architecture	
19	Compliance with Indian data residency requirements	
20	Scalable infrastructure capable of handling peak onboarding and verification loads	
21	Role-based access control with document-level segregation must be supported, including isolation between public-facing and intranet deployments where applicable.	
22	Administrative logging, audit trails, and security validation prior to go-live is part of implementation.	
23	Encryption of data in transit and at rest is mandatory.	
24	Safeguards against unauthorized access, misuse, and prompt manipulation to be incorporated	
25	All changes must remain auditable. Lifecycle management mechanisms, including periodic review and archival capability, should align with the quarterly audit provisions.	
26	Support configurable data retention policies, audit logging, and compliance alignment with applicable IT security and Government of India guidelines.	
27	The system shall support integration with various communication system like e-mail, SMS, Whatsapp, etc. to provide alerts/information to all stakeholders.	
28	Implement password policy as approved by RailTel for AAA of the users on the portal.	

#### 4.4.2 Technical Specifications for Chatbot Platform

S.No.	Technical Specification	Compliance YES/NO
1	AI-enabled conversational platform built on scalable, distributed architecture	
2	Backend services implemented using Node.js for real-time interaction handling	
3	Frontend interface built using React for web-based and embeddable chatbot UI	

4	Microservices architecture deployed using containerized or virtualized deployment models compatible with RailTel's IT architecture	
5	PostgreSQL used for storing conversation metadata, configurations and logs	
6	Elasticsearch used for semantic search and fast retrieval of knowledge base content	
7	Event streaming and message processing using distributed messaging framework	
8	Machine learning models integrated for natural language understanding and response generation	
9	Continuous improvement of models through feedback and supervised learning loops	
10	Role Based Access Control for chatbot administrators and system operators	
11	Role-based access control with document-level segregation must be supported, including isolation between public-facing and intranet deployments where applicable.	
12	Secure API based integration with external systems and platforms	
13	Encryption of all chatbot interactions and stored data	
14	Comprehensive audit logging of chatbot queries, responses and system events	
15	Administrative logging, audit trails, and security validation prior to go-live is part of implementation.	
16	Real-time monitoring, analytics and performance dashboards	
17	High availability deployment with multi-zone redundancy	
18	Disaster recovery with live replication and regular backups	
19	Configurable data retention and secure data purging policies	
20	Deployment within isolated infrastructure environment, including on-premises deployment, fully compatible with RailTel's digital infrastructure	
21	Secure deployment on RailTel infrastructure in alignment with standards-aligned security model and flexible deployment architecture	

22	Compliance with Indian data localization and security guidelines	
23	Chatbot platform to operate as a closed-domain AI system generating responses strictly from RailTel-approved and internally managed knowledge repositories.	
24	The system should not rely on open internet sources.	
25	Implement knowledge-grounded architecture (such as RAG or equivalent), response confidence mechanisms, controlled fallback behavior, and suppression of unsupported answers.	
26	Ensure information accuracy through measurable safeguards and answer traceability features	
27	Encryption of data in transit and at rest is mandatory.	
28	Safeguards against unauthorized access, misuse, and prompt manipulation to be incorporated	
29	Platform must support structured document ingestion workflows, version control, and controlled publishing by authorized administrators.	
30	All changes must remain auditable. Lifecycle management mechanisms, including periodic review and archival capability, should align with the quarterly audit provisions.	
31	Chatbot with Multilingual capability, including English and Hindi, should be provided.	
32	Chatbot solution should include an embeddable integration component (such as a secure web widget, SDK, or equivalent mechanism) to enable seamless deployment on RailTel's website and designated portals.	
33	Necessary integration artifacts and technical support to be provided to RailTel website team. The integration approach must be compatible with standard web technologies and should not require intrusive modification of RailTel's CMS architecture.	
34	Administrative dashboards providing usage analytics, query trends, unanswered query tracking, department-level usage (where applicable), and adoption metrics. Reporting must support the success metrics and enable continuous knowledge improvement and governance oversight.	
35	Support configurable data retention policies, audit logging, and compliance alignment with applicable IT security and Government of India guidelines. AI usage disclaimers to be incorporated where required.	

36	Platform must be audit-ready and support documentation necessary for internal or statutory audits.	
37	Support human escalation pathways for public-facing deployments where required, ensuring continuity of service and improved stakeholder engagement.	
38	Demonstrate scalability readiness to support future enhancements such as additional departments, multilingual expansion, or advanced document querying capabilities.	
39	Implement password policy as approved by RailTel for AAA of the users on the portal (Phase 2).	

#### 4.5 SERVICE LEVEL AGREEMENT (SLA) & PENALTIES

The SLA specifies the expected levels of service to be provided by the Bidder to RailTel. This expected level is also called the baseline. Any degradation in the performance of the solution and services is subject to levying penalties as specified in the following sections.

This Section indicates the suggested SLA between RailTel and the Bidder for the project. A set of parameters has been identified as key to the successful implementation of the Project. If the performance of the bidder in respect of any parameter falls below the prescribed tolerance limit, a penalty is imposed for the breach. All the payments to the Bidder are linked to the compliance with the SLA metrics specified down in this section. During the contract period, it is envisaged that there could be changes to the SLAs, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the parties i.e. RailTel and Bidder.

This section describes the service levels to be established for the Services offered by the Bidder. The Bidder shall monitor and maintain the stated service levels to provide quality service.

The Bidder is responsible to submit the periodic SLA report to RailTel for effective monitoring of the SLAs.

**Note:** No penalties shall be levied on the Successful Bidder in the following cases:

- Non-compliance to the SLA for reasons beyond the control of the Bidder
- Force majeure event affecting the SLA

##### 4.5.1 Interpretation and General Instructions

These service levels define the Successful Bidder's responsibility in terms of ensuring the timeliness and accuracy of services (including deliverables) under this contract and have been broadly categorized as below:

1. Successful Bidder should provide adequate tools/ setup adequate processes for capturing data required for measuring SLAs at no extra cost to the Purchaser.
2. The maximum penalty, excluding LD which would be imposed for late delivery, at any point of time on a cumulative basis and for any period shall not exceed 10% of project cost as per the Financial Bid submitted by the Successful Bidder. In case the penalty exceeds 10%, RailTel reserves the right to terminate the project.
3. The SLAs shall be revisited by the department during the Project and may be revised in discussion with the Successful Bidder. However, the revised SLAs shall not cause any changes in the financial quote of the Bidder.
4. The SLA parameters shall be monitored on a quarterly basis or as per the individual SLA parameter requirements. The Bidder is expected to provide the service levels as mentioned below. In case these

service levels cannot be achieved at service levels defined below, it shall result in a breach of contract and invoke the penalty clause.

5. SLAs would be analysed quarterly. However, Bidder needs to ensure the compliance to SLA on Monthly basis.
6. The primary intent of Penalties is to ensure that the system performs in accordance with the defined service levels. Penalties are not meant to be punitive or, conversely, a vehicle for cutting fees.
7. Total Penalty shall be arrived at by doing sum total of all the penalties levied on the bidder due to all the SLA breaches of the quarter (if any).
8. RailTel shall have the right to encash the Performance Bank Guarantee or terminate the contract or both in any of the following cases:
  - a. Overall penalty applicable on bidder for any of the Quarter exceeds 5% of the quarterly payment
  - b. Overall penalties applicable on bidder for both the consecutive Quarter is above 10% of the quarterly payment
9. Formula for calculating the payment to be done to bidder:  

$$\text{Net Milestone/Quarterly Payment} = \text{Gross Payment} - \text{Penalty for the milestone/quarter}$$

#### 4.5.2 Service Level Agreements (SLAs)

Following outlines, the key performance requirements for the Project, which needs to be ensured by the Bidder during implementation and after the Go-Live of the project. These performance requirements shall be strictly imposed and a continuous monitoring would be done to ensure the performance of the Integrated Solution against the target performance metrics which have been logically segregated in the following categories:

S.No.	SLA Parameter	Service Level	Penalty				
1	Submission of PBG	30 days from the date of issue of Purchase order	0.1% of the total cost for each day of delay i.e. beyond 30 (thirty) days from the date of issue of LOA/PO				
2	Delay in any of the project milestone (subject to conditions arising at bidder's end)	As defined in clause no. 3.6	If the Bidder fails to achieve the completion of any milestone within defined duration, the payment will be liable for deduction @1% of the payment for that milestone for delay of 15 days or part thereof				
3	Delay in overall project duration	As defined in clause no. 3.6	If the Bidder fails to achieve the completion of project within defined duration, the payment will be liable for deduction @1% of the Total Project cost with a capping of 10%				
4	O&M: Problem Response time	As defined in clause no. 4.3.3(D)	<table border="1"> <thead> <tr> <th>Delay in Response Time</th> <th>Penalty to be deducted from Quarterly payment</th> </tr> </thead> <tbody> <tr> <td>1 hour &gt; Time prescribed as per SLA</td> <td>0.5%</td> </tr> </tbody> </table>	Delay in Response Time	Penalty to be deducted from Quarterly payment	1 hour > Time prescribed as per SLA	0.5%
Delay in Response Time	Penalty to be deducted from Quarterly payment						
1 hour > Time prescribed as per SLA	0.5%						

			2 hours > Time prescribed as per SLA	1%
			3 hours or more > Time prescribed as per SLA	2%
5	O&M: Time to resolve	As defined in clause no. 4.3.3(D)	<b>Delay in Resolution Time</b>	<b>Penalty to be deducted from Quarterly payment</b>
			1 hour > Time prescribed as per SLA	0.5%
			2 hours > Time prescribed as per SLA	1%
			3 hours or more > Time prescribed as per SLA	2%
4	O&M: Availability of all features and functionalities	All features and functionalities to be 100% available post go-live	<b>% Availability</b>	<b>Penalty to be deducted from Quarterly payment</b>
			<99.5% & >= 99%	0.5%
			< 99% & >= 98%	1%
			< 98%	2%
5	O&M: Business Transaction Response Time involving uploading/downloading of documents	Business transactions involving upload/download should happen within a minute based on size of documents (eg. 10 MB)	<b>% Availability</b>	<b>Penalty to be deducted from Quarterly payment</b>
			<95% & >=93%	0.5%
			< 93% & >= 91%	1%
			< 91%	2%
6	O&M: Accuracy in output	Post 3 months of gestation period, Chatbot Platform should achieve agreed performance and accuracy metrics (minimum 85% for Phase 1;	<b>% Availability</b>	<b>Penalty to be deducted from Quarterly payment</b>
			<5% of the prescribed SLA	0.5%
			<10% of the prescribed SLA	1%

		≥90% accuracy, ≤10% unanswered queries for Phase 2)	<15% of the prescribed SLA	2%
7	Submission of Root Cause Analysis (RCA) Reports	To be submitted within 24 hours	For delay of every 2 days in submitting Root Cause Analysis (RCA) report above 5 days, 1% of Operations & Maintenance cost for that quarter will be levied as penalty.	
8	<ul style="list-style-type: none"> <li>• Security Incident</li> <li>• Misuse of data</li> <li>• Loss of data</li> <li>• Adherence to the security compliances and guidelines issued by MeitY, etc.</li> </ul>	The Bidder shall ensure data security and there shall be no unauthorized usage of Government data in any manner without prior written permission from RailTel	2% of the O&M quarterly cost (for one or both the platforms-as per the impact of the incident)	

Section-II

**CHAPTER 5 OFFER LETTER**

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

1. I/We \_\_\_\_\_ have read the various conditions detailed in tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. 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 forfeiture of my/our Earnest Money. I/We offer to provide services at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work of “.....” as required by end customer on short notice. I/We also hereby agree to abide by the Various Conditions of Contract and to provide the services according to the Scope of Work laid down by RailTel.
2. A sum of INR 4.97 lakhs is hereby submitted as “Earnest Money”. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period.

OR

2. Due to exemption from paying EMD, Bid securing declaration is being submitted. We accept that if we withdraw or modify our bids during the period of validity, or if we are awarded the contract and fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, we will be suspended for the period of time specified in the request for bids document from being eligible to submit bids for future tenders of RailTel.

SIGNATURE OF SERVICE PROVIDER (S)

Date:

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS:

1.

2.

## CHAPTER 6 INSTRUCTIONS TO THE TENDERERS

For E-Tendering bids /information by bidders is to be submitted “Online” on e-Procurement Portal <https://railtel.enivida.com>. Any document / information pertaining to this chapter will have to be submitted by the bidder on line. The digital signature of the tenderer on the e-tender form will be considered as confirmation that the tenderer has read, understood and accepted all the documents, unless special deviation is quoted by the tenderer in the technical & commercial deviation templates.

### PLEASE NOTE

ALL COLUMNS SHOULD BE FILLED AND BLANK COLUMNS, IF ANY, SHOULD BE MARKED AS NIL.

PLEASE READ CAREFULLY THE SCHEDULE OF REQUIREMENTS, INSTRUCTIONS TO THE TENDERERS, GENERAL & SPECIAL TENDER CONDITIONS, STANDARD CONDITIONS OF CONTRACT AND TECHNICAL SPECIFICATIONS OF SCHEDULE OF REQUIREMENTS BEFORE uploading THE TENDER FORM. PLEASE SIGN ON EACH PAGE.

THE TENDERER MAY DOWNLOAD TENDER FORM FROM THE WEB SITE ‘www.railtelindia.com’ OR FROM THE e-Procurement Portal <https://railtel.enivida.com>,

NOTE: For online bid submission, the tenderer will have to necessarily download an official online copy of the tender documents from e-Procurement Portal <https://railtel.enivida.com>, and this should be done well before the deadline for bid submission.

The Tender document consists of the following:

Notice Inviting Tender

#### **Section ‘I’ (Variable)**

Chapter 1 Schedule of Requirements (Price Schedule)

Chapter 2 Bid Data Sheet

Chapter 3 Special Tender Conditions

Chapter 4 Technical Specifications

#### **Section ‘II’ (Fixed)**

Chapter 5 Offer Letter

Chapter 6 Instructions to the Tenderer

Chapter 7 General Tender Conditions

Chapter 8 Standard Conditions of Contract

Chapter 9 Proforma for Required Forms / Undertaking

Chapter 10 Check List

### **6.1 OFFER LETTER**

- 6.1.1 The bidder shall complete the Offer Letter (Chapter-5) and the Price Schedule (Chapter-1) furnished in the bid document.
- 6.1.2 Bidders should enclose their credentials for providing similar services to Government/PSUs/exam conducting bodies/State organizations etc.

## 6.2 INSTRUCTIONS FOR TENDER DOCUMENT TO THE TENDERER

The RailTel Tenders are published on [www.railtelindia.com](http://www.railtelindia.com) and on e-Procurement Portal <https://railtel.enivida.com>.

**NOTE:** For online bid submission the tenderer will have to necessarily download an official online copy of the tender documents from e-Procurement Portal <https://railtel.enivida.com>, and this should be done well before the deadline for bid-submission.

## 6.3 SUBMISSION OF OFFERS AND FILLING OF TENDER

This e-tender should be duly submitted online using e-Procurement Portal <https://railtel.enivida.com>.

- i. Offer form, tender schedule and firm's letter head (if used) must be duly signed by the tenderer in each page.
- ii. The Tenderer should avoid overwriting and corrections. However, if such corrections and overwriting become inescapable, these are to be properly and legibly corrected. Offers with correction / overwriting should be properly attested by the Tenderer at every correction.
- iii. The rates quoted should be written both in words and figures. The unit of rates should be in metric system and as per tendered specification/schedule. In case of difference between words and figures, the rate in words will prevail. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser accordingly.
- iv. Tenderers are requested to go through the Standard Conditions, Special Conditions, Instructions to Tenderers, General Conditions carefully and note that, by submitting the tender documents, duly signed, they have accepted these conditions and undertake to abide by these conditions (unless specifically disagreed to clause wise).

## 6.4 EARNEST MONEY DEPOSIT (EMD)

- 6.4.1 The tenderer shall furnish a sum as given in Bid Data Sheet (BDS) Chapter 2 as Earnest Money through e-Nivida Portal.
- 6.4.2 The EMD may be forfeited 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 and fails to furnish performance bank guarantee (security deposit) against PO in accordance with TENDER clause.
- 6.4.3 Offers not accompanied with Earnest Money shall be summarily rejected.
- 6.4.4 Earnest Money of the unsuccessful bidder will be discharged / returned as promptly as possible but not later than 30 days after the expiry of the period of offer / bid validity prescribed by the Purchaser.
- 6.4.5 The bidder shall have to furnish the acceptance and EMD of the successful bidder will remain with RailTel till the submission of PBG against the PO.
- 6.4.6 Earnest Money will bear no interest.
- 6.4.7 In place of bid security, bid securing declaration shall be required from the bidders who are exempted from paying Bid Security accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be

suspended for the period of time specified in the request for bids document from being eligible to submit bids for future tenders of RailTel. Format of Bid Security Declaration is enclosed in Chapter 9 Forms.

6.4.8 The Bid Security shall be exempted bidders, subject to the following exemptions, the required documentation should be submitted accordingly:

6.4.8.1 Micro and Small Enterprises (MSEs) registered under Udyam Registration.

6.4.8.2 Startups as recognized by Department of Promotion of Industry and Internal Trade (DPIIT).

## **6.5 SECURITY DEPOSIT/PERFORMANCE BANK GUARANTEE**

6.5.1 On receipt of Letter of Acceptance of Tender from RailTel, the tenderer shall, within a period of 15 days, submit the security deposit of 10% of the total PO value (inclusive of taxes) in the form of Bank Guarantee in the format prescribed in Chapter 9 Forms payable on demand, for the due performance and fulfilment of the contract by the bidder for the delivery period, in favour of RailTel Corporation of India Limited. On receipt of BG, EMD Amount will be refunded without any interest. The performance bank guarantee shall be valid till the end of (Delivery period + Operations & Maintenance), i.e., Contract period (refer clause no. 3.6) + 4 months, with claim period of 1 year.

6.5.2 PBG shall be invoked by Authority, in the event, the Bidder:

- Fails to meet the overall SLA condition or any changes agreed between the parties,
- Fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of Authority,
- Misrepresents facts/information submitted to Authority.

6.5.3 The performance bank guarantee may be discharged/returned by Authority upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

6.5.4 In the event of the Bidder being unable to service the contract for whatever reason(s), Authority shall have the right to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of Authority under the contract in the matter, the proceeds of the PBG shall be payable to Authority as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract.

6.5.5 Authority shall notify the bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the bidder is in default. Authority shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

### **Note:**

- A separate advice of the BG will invariably be sent by the BG issuing bank to RailTel's Bank through SFMS and only after this, will the BG become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.
- Any performance security up to a value of Rs. 5 Lakhs is to be submitted through FD/online transfer only.

- In case of submission of Performance Security in form of FDR then lien should be created in favor of “RailTel Corporation of India Ltd”.

#### **6.6 NO INTEREST ON EARNEST MONEY AND PERFORMANCE SECURITY**

No interest shall be paid on the amount of earnest money and Performance Security held by RailTel, at any stage.

#### **6.7 FAX QUOTATIONS & LATE TENDERS**

Fax Tender documents and Late/Delayed tenders will not be considered.

#### **6.8 ATTENDANCE OF REPRESENTATIVES FOR TENDER OPENING**

Representatives of tenderers desirous of attending the tender 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 tender opening. Authorized representatives of those firms who have submitted the tender documents alone shall be allowed to attend the tender opening.

Complete Tender documents, digitally signed or duly signed & stamped on each page in token of acceptance should be submitted online.

#### **6.9 RATE, TAXES AND DUTIES**

6.9.1 Tenderers should clearly indicate separately basic price excluding GST, and any other applicable charges/taxes for tendered services.

6.9.2 Tenderers are requested to quote under the following terms:  
The tenderers are required to quote in the same rate units/ Sets etc. as given in the Price schedule. Any deviation in this aspect will make the offer liable to be ignored.

6.9.3 Tenderer should submit firm price offer. Price quoted by the bidder shall remain fixed during the entire period of contract. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.

6.10 The tenderers are to indicate the Income-Tax PAN details and enclose a Photocopy of the same as governed by extant rules of the Government of India.

#### **6.11 VALIDITY**

Tenderers are to keep validity of their offer open for a minimum period of 180 Days. Offers with validity period of shorter duration would be taken as non-responsive and rejected.

#### **6.12 EVALUATION CRITERIA**

- i. Rates quoted by the Tenderers with discounts, if any, linked to quantity will not be considered for determining inter-se position of the offers. Discounts with conditions attached to early payment, early Receipt/ Accountable etc., will also not be considered for determining inter-se position of the offers. However, RailTel may avail the discounts linked to quantity, early payment, early receipt/ Accountal etc. if otherwise, firm's offer is found to be acceptable.

- ii. Inter se position of the offers will be determined on total unit rate on CIP destination basis which will include basic rate, custom duty, CGST, SGST, IGST, GST, freight, insurance and any other charge or cost quoted by the tenderer, including GST payable.

6.13 The Special Tender Conditions, wherever, they differ from General and Standard Conditions will override the later.

#### **6.14 COMPLIANCE & DEVIATION STATEMENTS**

Compliance statement for acceptance of the Scope of Work (Chapter 4) and Instructions & Conditions (Chapter 3, Chapter 6, Chapter 7 and Chapter 8) shall be enclosed by the tenderer with the offer along with the other documents in support of relevant clauses.

#### **6.15 TENDERER'S COMMENTS**

Any comments which the tenderer desires to make shall take the form of a separate statement in English and giving reference to page, clause or item numbers and shall be submitted along with the tender.

#### **6.16 TAX DEDUCTED AT SOURCE**

Statutory deduction of taxes would be made as per the prevalent rules. The PAN number may be furnished invariably.

#### **6.17 ADDENDA / CORRIGENDA**

Addenda / Corrigenda to the tender documents may be issued by RailTel prior to the date of opening of the tenders, to clarify or reflect modifications in the contract terms and conditions or in the design. Such addendum/corrigendum shall be available on E-nivida Portal only. Tenderers who are unable or unwilling to bring their tenders to conform to the requirements of the RailTel are liable to be rejected.

#### **6.18 AMBIGUITY**

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

#### **6.19 BID SUBMISSION & OPENING (ONLINE ONLY)**

6.19.1 EMD and cost of tender document should be submitted through E-nivida Portal. Bids without EMD and cost of tender document (if specified) will be summarily rejected.

6.19.2 The bid should be submitted online with all the required documents and Annexures mentioned in the tender along with supporting documents. All the documents, Annexures and supporting documents should be duly signed and stamped. The bid should consist of the following:

- i. Power of attorney in favour of the signatory duly authorizing the signatory. Original copy is need to be submitted by the successful bidder before issuance of LOA on non-Judicial stamp paper.
- ii. Complete Tender documents, digitally signed or duly signed & stamped on each page in token of acceptance should be submitted online.
- iii. Compliance statement for acceptance of Scope of Work & Instructions and Tender Conditions.

- iv. Deviation Statement, if any (Chapter wise and Clause wise from Technical Specification & Tender conditions).
- v. Performance statement including Copies of Purchase Orders & Inspection certificates.

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

6.19.3 The tenderer's bids will be opened at the time & date of opening of the tender given in Bid Data Sheet (BDS) online in the presence of such Tenderers/Representatives who choose to be present online. The Tenderers/Representatives can also choose to be physically present in the office of RailTel for the Online Public Tender Opening Event.

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## **CHAPTER 7 GENERAL TENDER CONDITIONS**

### **7.0 GENERAL TENDER CONDITIONS**

#### **7.1 ACCEPTANCE OF THE OFFERS**

RailTel is not bound to accept the lowest or any offer and reserves to itself the right to accept any offer in respect of the whole or any portion of the item specified in the tender and contractor shall be required to supply at the rate quoted.

#### **7.2. QUANTITY TO BE ORDERED**

- i. The purchaser shall be at liberty to enhance or reduce the value/quantity mentioned in the Sub PO as indicated in SOR Chapter 2 without assigning any reasons based on requirement. The bidder shall comply with such modifications unconditionally provided these are made before completion of the delivery of services under the Sub PO. Any such change in value/quantity shall have no impact on the rates mentioned in the Sub PO for any such item.
- ii. RailTel will enter into Rate Contract with the successful firm/s to whom the contract is awarded for catering of requirement of providing services. During the validity of Rate Contract, RailTel will place Sub Purchase Orders for services detailed in SOR, as per requirement.
- iii. The purchaser shall be at liberty to enhance or reduce the quantity mentioned in the tender without assigning any reasons. The supplier shall have to provide services against these Sub Purchase Orders on short notice period and across Pan India s per end customer requirements.
- iv. RailTel will empanel the agency/agencies to whom the sub-PO will be awarded for catering of requirement of end customer. During the validity of empanelment, RailTel will place Sub Purchase Orders for license detailed in SOR, as per requirements of end customers.

#### **7.3 PAYMENT TERMS**

As per Clause 3.6.

#### **7.4 FOR MICRO AND SMALL ENTERPRISES (MSEs)**

RailTel is registered with all four TReDS aggregator's as follows:

- Receivables Exchange of India Limited (RXIL)
- Mynd Solutions (M1xchange)
- TReDS Ltd (Invoicemart)
- C2FO Factoring Solutions Private Limited (C2FO)

RailTel is registered with m1xchange TReDS Platform having Buyer registration Number "BUYER00001496". The URL for m1xchange Platform is <https://www.m1xchange.com>. MSE suppliers/Vendors are required to register themselves on m1xchange Platform for availing the facility of bill discounting on TReDS portal. The bidder is mandatorily required to submit its TReDS registration number (as provided by m1xchange portal) and GRN (Goods/Service Receipt Note) Number (as provided by RailTel on delivery of Goods/Service) while submitting the invoices if requires to avail TReDS facility.

MSE vendor will bear all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be born by MSE Vendor.

MSE Vendor hereby agrees to indemnify, hold harmless and keep RailTel and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, Claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.

RailTel shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendors) invoices.

**7.5 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

The Purchaser reserves the right to accept or reject any bid, to annul the process at any time prior to award of contract and without thereby incurring any liability to the affected bidder or bidders on the grounds of the Purchaser's action.

**7.6 ISSUE OF CONFIRMED SUPPLY ORDERS**

Corporate Office of RailTel will issue the Purchase Orders within validity period of contract Agreement/Selection Letter.

**7.7 FORCE MAJEURE CLAUSE**

In the event of either party being rendered unable by force majeure conditions to perform any obligation to be performed by them under the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure events last. The cost and loss sustained by either party shall be borne by respective parties.

The term force majeure employed herein shall mean Act of God, war (declared or not), storms, floods, tsunami, restraints imposed by Governments, Riots, Strikes, Go Slow, Lock Out or any labour unrest at the works of the contractor (to be substantiated by the contractor with document), civil commotion, fire, accident, sabotage, earthquake or any other natural calamities, plague, quarantine, import or export embargoes, or change in Govt. policies or the like circumstances or any happening affecting the performance by the contractor or its obligations under this contract which, in the opinion of RailTel, the contractor cannot reasonably prevent or control against.

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## CHAPTER 8 STANDARD CONDITIONS OF CONTRACT

### 8.0 Definitions and Interpretation.

8.0.1 In the Contract, unless the context otherwise requires;

8.0.2 "Acceptance of Tender" means the letter of memorandum communicating to the Contractor the acceptance of his tender and includes an advance acceptance of his tender;

8.0.3 "Consignee" means where the services are required by the acceptance of tender to be dispatched by rail, road, air or steamer, the person specified in the Acceptance of Tender to whom they are to be delivered at the destination; Where the services are required by the acceptance of tender to be delivered to location prescribed by end customer against each project

8.0.4. "Contract" means and includes the invitation to tender, instructions to tenderers, acceptance of tender, Standard Conditions of Contract, Special Conditions of Contract, particulars and the other conditions specified in the acceptance of tender and includes a repeat order and sub PO against separate work orders from end customer of RailTel and responsibility to provision the services at any locations pan India on short notice which has been accepted or acted upon by the contractor and a formal agreement if executed;

8.0.5. The "Contractor" means the person, firm or company with whom the order for the supply is placed and shall be deemed to include the contractor's successors (approved by the Purchaser), representatives, heirs, executors and administrators as the case may be, unless excluded by the terms of the contract;

8.0.6. "The Sub-contractor" means the person, firm or company from whom the Contractor may obtain any material or fittings to be used in the supply or manufacture of the stores;

8.0.7. "Drawing" means the drawing or drawings specified in or annexed to the Schedule or Specifications

8.0.8. "Government" means the Central Government or a State Government, as the case may be;

8.0.9. "The Inspecting Officer" means the person specified in the contract for the purpose of Inspection of stores or work under the contract and includes his authorized representative;

8.0.10. "Material" means anything used in the manufacture or fabrication of the stores

#### 8.0.11. "Particulars" include-

(a)"Specifications" shall mean all directions, various technical specifications, provisions and requirements attached to the contract, as originally agreed and as modified from time to time by RailTel subject to price adjustments mutatis mutandis which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the contract for the work or works as may be amplified or modified by RailTel-incharge during the performance of the contract in order to provide for unforeseen conditions or in the best interest of the work or works. It shall also include the latest edition including all addenda / corrigenda of relevant Bureau of Indian standard specifications and other relevant codes governing a particular activity or facility. The term shall include the specifications specified in the contract in respect of each type of material/goods to be used in the execution of contract.

**(b) Drawings**

(c) Pattern bearing the seal and signature of the Inspecting Officer (hereinafter called the sealed pattern) which shall include also a certified copy thereof sealed by the Purchaser for the guidance of the Inspecting Officer;

(d) Sample sealed by the Purchaser for guidance of the Inspecting Officer (hereinafter called the certified sample) which shall include a certified copy thereof sealed by the Purchaser for the guidance of the Inspecting Officer;

(e) Trade pattern, that is to say, a pattern, stores conforming to which are obtainable in the open market and which denotes a standard of the Indian Standard Institute or other standardizing authority or a general standard of the industry:

(f) "Proprietary mark " or "brand" means the mark or brand of a product which is owned by an industrial firm;

(g) Any other details governing the construction, manufacture or supply of stores as may be prescribed by the contract;

8.0.12. " Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser.

8.0.13. " The Purchaser "means RailTel Corporation of India Limited with its corporate office Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 acting through Chairman &Managing Director or his authorized officer.

8.0.14. "Signed" includes stamped, except in the case of an acceptance of tender or any amendment thereof

8.0.15. "Site" means the place specified in the contract at which any work is required to be executed by the contractor under the contract or any other place approved by the Purchaser for the purpose;

8.0.16. "Stores" means the goods specified in the contract which the contractor has agreed to supply under the contract;

8.0.17. "Supply Order" means an order for supply of stores and includes an order for performance of service;

8.0.18. "Test" means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting officer;

8.0.19. "Unit" and "Quantity" means the unit and quantity specified in the contract;

8.0.20. "Engineer / Engineer-in-Charge" Shall mean an executive of RailTel in charge of works and shall include the superior executives of RailTel. He is responsible for ensuring that all fieldworks covered by the contract are carried out in accordance with approved designs, drawings & specifications and conditions of contract as agreed to. "Engineer's Representative" Shall mean the supervisor of RailTel in direct charge of the works.

- 8.0.21. The delivery of the services shall be deemed to take place on delivery of the services in accordance with the locations provided by end customer of RailTel to RailTel
- (a) The consignee at his premises; or
  - (b) Where so provided the interim consignee at his premises, or
  - (c) A carrier or other person named in the contract for the purpose of transmission to the consignee, or
  - (d) The consignee at the destination station in case of contract stipulating for delivery of stores at destination station.
- 8.0.22. "RailTel" Means M/s. RailTel Corporation of India Limited, which includes all the subordinate offices in Regions and territories.
- 8.0.23. Deleted
- 8.0.24. "Tenderer" or "Bidder" Means and includes any firm of engineers or Contractors or any company or body, corporate or otherwise, who submits the Tender which has been invited.
- 8.0.25. "Work or Works" Means all or any of the items of the work for which the Tenderer/ Contractor has Tendered/contracted according to the specifications, drawings annexed or to be implied there from, or incidental thereto or to be hereafter specified or required in such explanatory instructions and drawings, being in conformity with the original specifications, drawings, Annexure and schedules and also such instructions and drawings additional to the aforementioned as may from time to time be issued by the Purchaser's Engineer during the progress of the contracted work.
- 8.0.26. "Bid" or "Tender" shall mean the proposal/document that the BIDDER submits as his offer with price and conditions in the requested and specified format as detailed in 'Specifications' / 'Tender documents
- 8.0.27. "Purchaser's Engineer" Means the Chairman & Managing Director of RailTel or successor who will decide all matters relating to design, manufacture, installation and commissioning of the plant and equipment at site.
- 8.0.28. "CIP (Carriage & Insurance Paid) Destination" means the date of delivery would be the date on which the delivery is affected at the consignee's end within any of the RailTel's Region.
- 8.0.29. Words in the singular include the plural and vice versa
- 8.0.30. Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not;
- 8.0.31. The heading of these conditions shall not affect the interpretation or construction thereof;
- 8.0.32. Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended), or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended), as the case may be.
- 8.1.0 **Parties**-The parties to the contract are the Contractor and the Purchaser, as defined in Clauses 8.0.5 and 8.0.13.

8.1.1. Authority of person signing the Contract on behalf of the Contractor-A person signing the tender or any other document in respect of the Contract on behalf of the Contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the Contractor. If it is discovered at any time that the person so signing has no authority to do so, the Purchaser may, without prejudice to any other right or remedy of the Purchaser, cancel the contract and make or authorize the making of a purchase of the stores at the risk and cost of such person and hold such person liable to the Purchaser for all costs and damages arising from the cancellation of the contract including any loss which the Purchaser may sustain on account of such purchase. The provisions of Clause 8.6.0 and 8.6.2 shall apply to every such purchase as far as applicable.

8.1.2. Address of the Contractor and notices and communications on behalf of the Purchaser:-

- (a) For all purposes of the contract, including arbitration there under, the address of the Contractor mentioned in the tender shall be the address to which all communications addressed to the Contractor shall be sent, unless the Contractor has notified change by a separate letter containing no other communication and sent by registered post acknowledgement due to the Purchaser. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.
- (b) Any communication or notice on behalf of the Purchaser in relation to the contract may be issued to the Contractor by the Purchase Officer and all such communications and notices may be served on the Contractor either by registered posts or under certificate of posting or by ordinary post or by hand delivery at the option of such officer.

#### 8.2.0. **Quotations of rates by Contractors**

- (a) The price quoted by the Contractor shall not be higher than the controlled price fixed by law for the stores or where there is no controlled price, it shall not exceed the prices or contravenes the norms for fixation of prices laid down by Government or where no such prices or norms have been fixed by the Government, it shall not exceed the price appearing in any agreement relating to price regulation by any industry in consultation with the Government.

In any case, save for special reasons stated in the tender, the price quoted shall not be higher than the lowest price charged by the Contractor for stores of the same nature, class or description to a private purchaser, domestic or foreign as well as Purchaser Governments.

- (b) If the price quoted is higher than the controlled price or where there is no controlled price, the price usually charged by the Contractor from a private Purchaser, domestic or foreign, as well as Purchaser Government for the stores of the same nature, class or description the Contractor will specifically mention this fact in his tender giving reasons for quoting higher price(s). If he fails to do so or makes any mis-statement, it shall be lawful for the Purchaser,
  - (i) to revise the price at any stage so as to bring it in conformity with the Sub-clause (a) above or
  - (ii) to terminate the contract and forfeit the Security Deposit.

#### 8.3.0. **Contract**

8.3.1. This contract is for the selection of the agency for the services mentioned in the SOR and to be delivered to locations as prescribed and required by end customer at state/Pan India level on short notice. The tenderer understands that time is the essence of this selection and end customer of RailTel may require services or part of it mentioned in the SOR to be delivered at “N” number of locations across India along with manpower/hardware/software required to deliver the services. Tenderer also understands that each work against this selection will be treated as separate work and bidder/tenderer needs to adhere to the terms and conditions of the each individual customer. .

8.3.2 Any variation or amendment of the contract shall not be binding on the Purchaser unless and until the same is duly endorsed on the contract or incorporated in a formal instrument or in exchange of letters and signed by the parties.

8.4.0. **Security Deposit**  
As per Clause 6.4

**8.5.0. Time for and Date of Delivery; the Essence of the Contract**

The time for and the date specified in the contract or as extended for the delivery of the stores shall be deemed to be of the essence of the contract and delivery must be completed not later than the date(s) so specified in the Purchase Order or as per the end customer’s delivery schedule.

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

(a) Cancel the contract or a portion thereof and forfeit the security deposit or

(b) En-cash performance bank guarantee.

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

**8.6.0.1 Termination for Default**

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

- a) If the tenderer fails to deliver any or all of the services within the time period(s) specified against each PO
- b) If the tenderer fails to perform any other obligation(s) under the delivery period; and
- c) If bidder not able to deliver the services as per the tender documents, the bidder may be barred for participating in the tender for a period of two years besides the above penalties to be imposed. Railtel has the right to terminate the contract in case of poor performance of quality and reliability of product supplied.
- d) The purchaser reserves its right to terminate the maintenance contract at any time after giving due notice without assigning any reason. The contractor will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any

payment is due to the tenderer for maintenance services already as per the contract terms, will be taken care of accordingly.

**8.7.0. Charges for Work Necessary for Completion of the Contract-**

The Contractor shall pay all charges for handling, stamping, painting, marking, protecting or preserving patent rights, drawings, templates, models and gauges and for all such measures as the Purchaser or the Inspecting Officer may deem necessary for the proper completion of the contract, though special provision therefore may not be made in the specification of drawings.

**8.8.0. Responsibility of the Contractor for Executing the Contract.**

8.8.1. Risk in the Services- The Contractor shall perform the work against any sub PO against this empanelment in all respects in accordance with the terms and conditions thereof. The services and every constituent part thereof to provision these services at end customer locations, whether in the possession or control of the Contractor, his agents or servants or a carrier, or in the joint possession of the Contractor, his agents or servants and the Purchaser, his agents or servants, shall remain in every respect at the risk of the Contractor, until their actual delivery to the end customer locations as required by end customer of RailTel at the stipulated place or destination or, where so provided in the acceptance of tender, until their delivery to a person specified in the contract as interim consignee for the purpose of dispatch to the consignee. The Contractor shall be responsible for all loss, destruction, damage or deterioration of or to the stores from any cause whatsoever during the delivery of services or are in the course of transit from the Contractor to the consignee/RailTel's end customer locations or, as the case may be, interim consignee.

8.8.5. **Subletting and Assignment-** The Contractor shall not, save with the previous consent in writing of the Purchaser, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof any manner whatsoever.

In the event of the Contractor's subletting or assigning this contract or any part thereof without such permission, the Purchaser shall be entitled to cancel the contract and to purchase the stores elsewhere on the Contractor's account and risk and the Contractor shall be liable for any loss or damage which the Purchaser may sustain in consequence or arising out of such purpose.

**8.8.6. Changes in a Firm:-**

- a) Where the Contractor is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Purchaser, which may be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.
- b) On the death or retirement of any partner of the Contractor firm before complete performance of the contract, the Purchaser may, at his option, cancel the contract and in such case the Contractor shall have no claim whatsoever to compensation against the Purchaser.
- c) If the contract is not determined as provided in Sub-clause (b) above notwithstanding the retirement of a partner from the firm he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Purchaser by registered post acknowledgement due.

- d) **Consequence of breach** - Should a partner in the Contractor firm commit a breach of Sub-clause 8.8. above or the Contractor should commit a breach of the conditions 8.8.6(a) of this Sub-clause, it shall be lawful for the Purchaser to cancel the contract/empanelment and purchase or authorise the purchase of the stores at the risk and cost of the Contractor and in that event the provisions of Clauses 8.5.0 and 8.6.0 as far as applicable shall apply.
- e) The decision of the Purchaser as to any matter or thing concerning or arising out of this sub-clause or on any question whether the Contractor or any partner of the Contractor firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the Contractor.

#### 8.9.0. **Indemnity**

8.9.1. The Contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of designs or trade mark. Provided always that in the event of any claim in respect of alleged breach of letters patent, registered designs or trade mark being made against the Purchaser, the Purchaser shall notify the Contractor of the same and the Contractor shall, at his own expense, either settle any such dispute or conduct any litigation that may arise there from.

8.9.2. The Contractor shall not be liable for payment of any royalty, license fee or other expenses in respect of or for making use of patents or designs with respect to which he is according to the terms of the contract, to be treated as an agent of the Government for the purpose of making use of patent or trade mark for fulfilment of the contract.

8.10.0. **Deleted**

8.11.0 **Deleted**

8.12.0. **Deleted**

8.13.0. **Deleted.**

8.14.0. **System of Payment.**

8.14.1. **Withholding and lien in respect of sums claimed.**

- (a) Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Purchaser shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, the Purchaser shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Purchaser shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time-thereafter may become

payable to the Contractor under the same contract or any other contract with the Purchaser pending finalization or adjudication of any such claim.

- (b) It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Purchaser will be kept withheld or retained as such by the Purchaser till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the arbitration clause) or by the competent court as prescribed under clause 8.24.3 hereinafter provided, as the case may be, and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the Contractor.
- (c) For the purpose of Clause 8.21.1, where the Contract or is a partnership firm or a limited company, the Purchaser shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company, as the case may be, whether in his individual capacity or otherwise.

#### **8.14.2 Lien in respect of Claims in other Contracts**

- (a) Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may withhold or retain by way of lien by the Purchaser or RailTel against any claim of the Purchaser or RailTel in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with the Purchaser or RailTel.
- (b) It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Purchaser or RailTel will be kept withheld or retained as such by the Purchaser or RailTel till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitrator, if the contract is governed by the arbitration clause or by the competent court under Clause 8.24.3 hereinafter provided, as the case maybe, and that the Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

#### **8.15.0. Not used**

#### **8.16.0. Corrupt Practices**

8.16.1. The contractor shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of the Purchaser any gift or consideration of any kind as an inducement or reward for doing on for bearing to do or for having done or forborne to do any act in relation to the obtaining execution of the contract or any other contract with the Purchaser or for showing any favour or for bearing to show disfavor to any person in relation to the contract or any other contract with the Purchaser. Any breach of the aforesaid condition by the contractor or any one employed by him or acting on his behalf (whether with or without the Knowledge of the contractor) or the commission of any offence by the contractor or by any one employed by him or acting on his behalf under Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption by public servants shall entitle the Purchaser to cancel the contract and all or any other contracts with the contractor and to recover from the contractor the amount of any loss arising from such cancellation in accordance with the provisions of Clauses 8.5.0 and 8.6.0.

8.16.2. Any dispute or difference in respect of either the interpretation effect or application of the above condition or of the amount recoverable there under by the Purchaser from the contractor, shall be decided by the Purchaser, whose decision thereon shall be final and binding on the contractor.

**8.17.0. Insolvency and Breach of Contract**

8.17.1. The Purchaser may at any time, by notice in writing summarily determine the contract without compensation to the Contractor in any of the following events, that is to say:

- (a) If the Contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- (b) If the Contractor being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or
- (c) If the Contractor commits any breach of the contract not herein specifically provided for. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Purchaser and provided also the Contractor shall be liable to pay to the Purchaser for any extra expenditure he is thereby put to and Contractor shall, under no circumstances, be entitled to any given on re-purchase.

**8.18.0. Laws governing the Contract.**

8.18.1. This contract shall be governed by the Laws of India for the time being in force.

8.18.2. Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.

8.18.3. **Jurisdiction of courts-** The competent courts at New Delhi shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

8.18.4. **Marking of stores-** The marking of the stores must comply with the requirements of the laws relating to merchandise marks for the time being in force in India.

**8.18.5. Compliance with provisions of Contract Labour (Regulation and Abolition) Act, 1970:**

- 1) The Contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contractor Labour (Regulation and Abolition) Central Rules, 1971, as modified from time-to-time, wherever applicable and shall also indemnify the Purchaser from and against any claims under the aforesaid Act and the Rules.
- 2) The Contractor shall obtain a valid license under the aforesaid Act as modified from time-to-time before the commencement of the contract and continue to have a valid license until the completion of

the contract. Any failure to fulfil this requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of the contract.

- 3) The Contractor shall pay to labour employed by him directly or through Sub-Contractors the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The Contractor shall, notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the contract including any engaged by his Sub-Contractors in connection with the said contract, as if the labour had been immediately employed by him.
- 4) In respect of all labour directly or indirectly employed in the contract for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules wherever applicable.
- 5) In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the Purchaser is obliged to pay any amount of wages to a workman employed by the Contractor or his Sub-Contractor in execution of the contract or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingent liability of the Purchaser due to the Contractor's failure to fulfil his statutory obligations under the aforesaid Act or the Rules the Purchaser will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Purchaser under Section 20, Sub-section (2) and Section 21, Sub-section (4) of the aforesaid Act, the Purchaser shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/or from any sum due by the Purchaser to the Contractor whether under the contract or otherwise. The Purchaser shall not be bound to contest any claim made against it under Sub-section (i) of Section 20 and Sub-section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Purchaser full security for all costs for which the Purchaser might become liable in contesting such claim. The decision of the Purchaser regarding the amount actually recoverable from the Contractor as stated above, shall be final and binding on the Contractor.

#### 8.19.0. Headings.

The headings of conditions hereto shall not affect the construction thereof.

#### 8.20.0 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 maybe 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 fulfil their obligation under this Agreement so far as they are reasonably able to do so.

#### 8.21.0. Deleted

#### 8.22.0 Warranty/Guarantee

- 8.22.1 The supplier shall warrant that material to be supplied shall be new and free from all defects and faults in material, workmanship, manufacture and shall be of the highest grade consistent with the established and generally accepted standards of materials for the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defects (with respect to the specification of the material) that may develop subsequently under the conditions provided in the contract under proper use, arising out of faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet equipment requirements, deficiencies in design and/ or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.
- 8.22.2 If it becomes necessary for the contractor to replace or renew any defective hardware of the supplies under this clause, the provisions of the clause shall apply to the portion/portions of the equipment/ material so replaced or renewed or until the end of the above-mentioned period, whichever may be later. If any defect is not remedied within a 48 Hrs., the Purchaser may proceed to do the work at the contractor's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the contractor in respect of such defects.
- 8.22.3 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.
- 8.22.4 The Contractor/Seller hereby covenants that it is a condition of the contract that all goods/stores/articles furnished to the Purchaser under this contract shall be of the highest grade free of all defects and faults and of the best materials, quality, manufacture and workmanship throughout and consistent with the established and generally accepted standards for materials of the type ordered and in full conformity with the contract specification, drawing or sample, if any and shall, if operable, operate properly.
- 8.22.5 The Contractor also guarantees that the said goods/stores/articles would continue to conform to the description and quality as aforesaid, for a period as mentioned in BID data sheet after their delivery or after a period as mentioned in BID data sheet from the date of placement in service whichever shall be sooner, and this warranty shall survive notwithstanding the fact that the goods/stores/articles may have been inspected, accepted and payment thereof made by the Purchaser.

- 8.22.6 If during the aforesaid period, the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have deteriorated, otherwise that by fair wear and tear the decision of the Purchaser in that behalf being final and conclusive that the Purchaser will be entitled to reject the said goods/stores/articles or such portions thereof as may be discovered not to conform to the said description and quality. On such rejection, the goods/stores/articles will be at the Seller's risk. If the Contractor/Seller so desires, the rejected goods may be taken over by him or his agents for disposal such manner as he may deem fit within a period of 3 months from the date of such rejection. At the expiry of the period, no claim whatsoever shall lie against the Purchaser in respect of the said goods/stores/articles, which may be disposed of by the Purchaser in such manner as he thinks fit. Without prejudice to the generality of the foregoing, all the provisions in the Standard Conditions of Contract relating to the 'rejection of stores' and 'failure' and 'termination' and Clause 8.21 above shall apply.
- 8.22.7 The Contractor/Seller shall, if required, replace the goods or such portion thereof as have been rejected by the Purchaser, free of cost, at the ultimate destination, or at the option of the Purchaser, the Contractor/Seller shall pay to the Purchaser, the value thereof at the contract price and such other expenditure and damage as may arise by reason of the breach of the conditions hereinbefore specified. Nothing herein contained shall prejudice any other right of the Purchaser in that behalf under this contract or otherwise.

8.23.0. Deleted

8.24.0. Additional Conditions: -

These (special) conditions wherever they differ from the Invitation to Tender and Instruction to Tenderers override the later.

In addition to those conditions, the following special conditions shall govern the Rate/Running contract and all supply orders placed under it: -

**Additional (Special Conditions):**

1. **Purpose of Contract:** The contract, which shall be deemed to be a Rate /Running contract is intended for the provision of services against end customer requirement at locations required by end customer. Selected agency has to adhere to timelines and locations given by end customer to RailTel..
2. **Period of Contract:** Unless otherwise indicated in the schedule, the period of contract shall be for five years from the date of acceptance of offer with the provision of further extension of maximum of two years as per mutual agreed terms.
3. The Purchaser may authorize any officer (who shall hereinafter be called Direct Demanding Officer) at any time during the period of the contract, to place orders, called supply orders direct on the Contractor. The Contractor shall deliver or dispatch the full quantity of the stores so ordered by the Purchaser or the Direct Demanding Officer within the period specified in the contract or as mutually agreed to.
4. **Number or quantity contracted for** – subject as hereinafter mentioned, no guarantee can be given as to the number work orders to be placed during the period of the rate contract which is only in the

nature of a standing offer from the Contractor. But the purchaser undertakes to order from the contractor all services as detailed in the contract which he requires to purchase during the period of the contract except that he reserves the right (1) of submitting to competition any supply of services included in the contract, (2) of placing rate contracts simultaneously or at any time during its period with one or more contractors as he may think fit, and (3) of obtaining from any source any services referred to in the contract to meet any emergency if the Purchaser (whose decision shall be final) is satisfied that the contractor is not in a position to supply specific services within the period in which supplies are required.

- 5. **Minimum/maximum order value** - The value of any single supply order shall be on back-to-back basis as per the end customer PO to RailTel, in line with the SoR items.
- 6. **Delay or default** in services to end customer either in part or in full entitles the Purchaser, in addition to other remedies, not to order any further services on the contractor even up to any value of services indicated in the contract.

7. **Fall Clause:**

- I. The price charged for the services under the contract by the Contractor shall in no event exceed the lowest price at which the contractor sells the Services or offers to sell services of identical description to any person / organizations including the purchaser or any Department of the Central Government or any Department of a State Government or any statutory undertaking of the Central or State Government, as the case may be during the period till the performance of all Supply orders placed during the currency of the Advance Purchase Order/rate contract is completed.
- II. If at any time, during the said period, the contractor reduces the sales price, sells or offers to sell such Services to any person / organization including the purchaser or any Department of central Government or any Department of the State Government or any statutory undertaking of the Central or State Government as the case may be, at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction in sales price to the Purchaser and the price payable under the contract for the Stores supplied after the date of coming into force of such reduction shall stand correspondingly reduced, the above stipulation will, however, not apply to:
  - (a) Export/Deemed Exports by the contractor,
  - (b) Sale of goods such as drugs which have expiry dates, and
- III. The contractor shall furnish the following Certificate to the bill paying officer along with each bill for payment of supplies made against the contract:

“I/We certify that there has been no reduction in sale price of the Stores of description identical to the stores supplied under the contract herein and such stores have not been offered & sold by me/us to any person/organization including the purchase or any Department of Central Government or any Department of State Government or any statutory Undertaking of the Central or State Government as the case may be, up to the date of bill/ the date of completion of supplies against all supply orders placed during the currency of the contract at a price lower than the price charged to the purchaser under the contract except for quantity of Stores categorized under sub-clauses (a), (b), of sub-para II above, details or which are as follows: ”.

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## CHAPTER 9 FORMS

### Form No. 1 - Proforma for Performance Bank Guarantee

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

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

RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

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

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

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

Dated the                      day of                      2026

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

**Witness**

1. Signature:  
Name:

2. Signature:  
Name:

\*\*\*\*\*

**Form No. 2 – Format for Affidavit to be uploaded by Tenderer along with the tender documents**

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

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

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

DEPONENT  
SEAL AND SIGNATURE  
OF THE TENDERER

VERIFICATION

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

DEPONENT

SEAL AND SIGNATURE  
OF THE TENDERER

Place:

Dated:

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

**Form No. 3 - Format for Power of Attorney**

POWER OF ATTORNEY

*[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act.*

*The stamp paper to be in the name of the company who is issuing the power of attorney.*

*Copy of the Board Resolution / authorization shall also be submitted along with POA.]*

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

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

Seal of firm Company

Witness 1:

Witness 2:

Notes:

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

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

**Form No. 4 – Proforma for Nil Deviation Component Compliance Undertaking Letter  
(TO BE SIGNED BY BIDDER)**

To

General Manager/Business Development  
RailTel Corporation of India Ltd.  
Plate-A, 6th Floor, Office Block Tower-2,  
East Kidwai Nagar, New Delhi-110023

Dear Sir,

Sub: NIL Deviation Compliance for Tender no. ....

Over and above all our earlier conformations and submissions as per your requirements of the TENDER, we confirm that,

1. We will ensure our unconditional compliance of all the terms and conditions as mentioned in the Tender document. In case of any deviation, the same should be attached as an Annexure (as per Format given below) to this form. **In case of any deviation, RailTel reserves the right to reject the bid without giving any justification.**

**Format of Annexure (Deviation Statement)**

S. No.	Clause No. & Chapter No.	Existing Clause of Tender	Proposed Clause	Remarks, if any

2. All the proposed Hardware and Software to be supplied as per technical specifications mentioned in Chapter-4 of Tender document.
3. We confirm that there is no requirement of any other hardware and software to fulfill requirements as per scope against the TENDER. If any additional hardware and software is required to meet in scope requirements, then it would be provided by us at no extra cost to RailTel.

Seal and signature of the bidder

Place:

Date:

(This Form along with Annexure (if required) should be on the letterhead of the bidder duly signed by an authorized signatory)

\*\*\*\*\*

**Form No. 5 – Format for EMD in the form of Bank Guarantee (Not to be used)**

**BG NO:**

**ISSUANCE DATE: DD-MM-YYYY**

**BG AMOUNT: Rs xxxxxxxx /-**

**EXPIRY DATE: DD-MM-YYYY**

**CLAIM EXPIRY DATE: DD-MM-YYYY**

In consideration of the **RailTel Corporation of India Limited**, (CIN: L64202DL2000GOI107905) having its registered office at Plate-A, 6<sup>th</sup> Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi - 110023 (Here in after called RailTel) having agreed to exempt ..... (Bidder Name including CIN) having its registered office at ..... (Bidder's full address) (Here in after called "the said Contractor(s)") from the demand, under the terms and conditions of ..... (Tender reference ID) made between **RailTel Corporation of India Limited** and ..... (Bidder Name) for ..... (here in after called "the said Agreement") of security deposit for the due fulfilment by the said contractor (s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for **Rs. /- (In Words)**.

We, ..... (indicate the name of the Bank) here in after referred to as "the Bank") a banking company incorporated under the Companies Act, 1956 and carrying on Banking Business under The Banking Regulation Act, 1949 and having its Registered Office at ..... (Bank's full address) and its Central office at ..... (Bank Corporate Office Address) (indicate the name of the Bank) here in after referred to as "the Bank") at the request of ..... (Bidder Name) Contractor(s) do hereby undertake to pay the **RailTel** an amount not exceeding Rs ..... /- (In Words) against any loss or damage caused to or suffered or would be caused to or suffered by the **RailTel** by reason of any breach by said Contractor(s) of any of the terms or conditions contained in the said Agreement.

We, ..... (Bank Name) do here by undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the **RailTel** stating that the amount as claimed is due by way of loss or damage caused to or would be caused to or suffered by the **RailTel** by reason of breach by the said Contractor(s) of any terms and conditions contained in the said Agreement or by the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding **Rs. /- (In Words)**.

We, ..... (Bank Name) undertake to pay to the **RailTel** any money so demanded not withstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s)/ Supplier(s) shall have no claim against us for making such payment.

We, ..... (Bank Name) further agree that the Guarantee here in contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the **RailTel** under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till **RailTel** certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharge this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the **DD-MM-YYYY (Claim Expiry Date)** We shall be discharged from all liability under this Guarantee thereafter.

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

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

..... (Bank Name) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the **RailTel** in writing.

**Date: DD-MM-YYYY**

**Place:**

**Form No. 6 – Bid Security/EMD Declaration**

*(On Non-judicial stamp paper of Rs. 100/-)*

Whereas, I/We \_\_\_\_\_ (Name of Agency) has submitted bid for \_\_\_\_\_  
(Name of Work and Tender No.) and whereas Earnest Money Deposit is being exempted in the aforesaid tender to give relief to the bidders as per Govt. of India guidelines due to severe financial crunch on account of slowdown in the economy due to the pandemic,

I/We hereby submit the following "Bid Security Declaration" in lieu of exemption from submitting Earnest Money Deposit:

1. If I/We withdraw or modify my/our bid during the bid validity period (including extended validity of tender) specified in the tender documents;  
OR
2. If, after the award of work, I/We fail to accept LOA/LOI, or to sign the contract agreement or fail to submit performance guarantee or fail to commence the work within stipulated time period prescribed in tender documents;  
OR
3. If I/We furnish any incorrect or false statement / information/ document;  
OR
4. If I/We hide any relevant information or do not disclose any material fact in the tender;  
OR
5. If I/We commit any breach of integrity Pact;

I/We may be disqualified and banned for a period of three years and shall not be eligible to bid for future tenders in RailTel Corporation of India Ltd. for the period of three years from date of issue of such orders.

(Signed by the Authorized Representative of Firm)

Name of Authorized Representative:

Name of Firm:

Date:

**Form No. 7 - Integrity Pact (Not to be used)**

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

And

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

**Preamble**

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

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

**Section 1- Commitments of the Principal**

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

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

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

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

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

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

#### **Section 4: Compensation for Damages**

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

#### **Section 5: Previous Transgression**

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

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

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

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

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

#### **Section 8: Independent External Monitor / Monitors**

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

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

### Section 9: Pact Duration

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

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

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

### Section 10: Other Provisions

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

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

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

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1:  
(Name & Address)

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Witness 2:

(Name & Address)

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**Form No. 8 - Insurance Surety Bond for Bid Security/EMD (Not to be used)**

No..... Dated: .....

1. In consideration of you, \*\*, (hereinafter referred to as the "RCIL", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the BID of ..... (a company registered under Companies Act, 1956/2013) and having its registered office at..... New Delhi (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the \*\* \*\* Project on ..... (Hereinafter referred to as "the Project") pursuant to the TENDER Document dated..... Issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Surety Insurer") having our registered office at ..... and one of its branches at ..... (hereinafter referred to as the "Surety Insurer"), at the request of the Bidder, do hereby in terms of Clause no. \*\*\*\*\* of the TENDER Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the TENDER Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the "RCIL" an amount of Rs. \*\* \*(Rs. \*\* \*only) (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the "RCIL" stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Surety Insurer.
3. We, the Surety Insurer, do hereby unconditionally undertake to pay the amounts due and payable under this Surety Bond without any demur, reservation, recourse, contest or protest without any reference to the Bidder or any other person and irrespective of whether the claim of the "RCIL" is disputed by the Bidder or not, merely on the first demand from the "RCIL" stating that the amount claimed is due to the "RCIL" by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its BID open during the BID validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Surety Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding Rs. \*\* \*(Rupees\*\* \* only).
4. This Surety Bond shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the BID Due Date Inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Surety Insurer, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.
5. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.
7. In order to give full effect to this Surety Bond, the Authority shall be entitled to treat the Surety Insurer as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the

terms and conditions contained in the said Bidding Documents or to extend time for submission of the BIDs or the BID validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Surety Insurer shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Surety Insurer and sent by courier or by certified e-mail to the Surety Insurer at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name Surety Insurer along with branch address) and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealised.
11. We, the Surety Insurer, further undertake not to revoke this Surety Bond during its currency except with the previous express consent of the Authority in writing.
12. The Bank Surety Insurer that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.
13. For the avoidance of doubt, the Surety Insurer's liability under this Surety Bond shall be restricted to Rs. \*\*\* crore (Rupees \*\*\* \*\*\* crore only). The Surety Insurer shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Surety Insurer in accordance with paragraph 9 hereof, on or before [\*\*\* (indicate date falling 180 days after the BID submission Due Date)].
14. This Surety Bond shall also be operatable at our..... Branch at New Delhi, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
15. The Insurance Surety Bond shall be verified from the branch concerned/ specific portal created for this purpose.

Signed and sealed this ..... day of ....., 20.....at .....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature) (Name) (Designation) (Code Number) (Address)

**NOTES:**

- i. The Surety Bond should contain the name, designation and code number of the officer(s) signing the Surety Bond.

The address, telephone number and other details of the head office of the insurance company as well as of issuing branch should be mentioned on the covering letter of issuing branch

**Form No. 9 - Insurance Surety Bond for Performance Security (Not to be used)**

RailTel Corporation of India limited  
(Address)

Date: .....

Name of the issuer of surety bond

Surety Bond No: .....

Issue Date:.....

Amount of Bond: .....

Expiry Date:.....

WHEREAS:

- (A) ----- (name and address of contractor) (herein after called the contractor) and (name and address of RCIL) have entered into an agreement (herein after called the “agreement”) for the ----- (name of work) subject to and in accordance with the provision of the agreement.
- (B) The agreement requires the contractor to furnish a Performance Security for due and faithful performance of its obligation, under and in accordance with the agreement/ contract/ Purchase order, during the (project duration/ warranty period/ AMC period) (as defined in the contract/ agreement) in as sum of Rs.-----) (Rupees ----- crore only) (The SURETY BOND Amount).
- (C) We, ----- through our branch at----- (surety Insurer) have agreed to furnish the guarantee (herein after called the surety Bond) by way of Performance Guarantee.

WHEREAS, we....., (Name of insurance company) hereinafter called the Surety, acting through [Designation(s) of the authorised person of the Surety], have, at the request of the M/s. XXXX contractor, agreed to give Bond for performance security/ additional performance security as hereinafter contained:

1. KNOW ALL MEN by these present that I/We, the undersigned [Insert name(s) of authorized representatives of the Surety), being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of XXXX (Rupees XXXX Only) as above stated.
2. The Surety undertakes to immediately pay on presentation of demand by the RailTel any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the RailTel on the Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court, tribunal, arbitration or any authority or any threatened litigation by the contractor or Bank.
3. On payment of any amount less than aforementioned full amount, as per demand of the RailTel, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the RailTel.
4. The Surety shall pay the amount as demanded immediately on presentation of the demand by RailTel without any reference to the contractor and without the RailTel being required to show grounds or give reasons for its demand or the amount demanded.
5. The Surety Bond shall be unconditional and irrevocable.
6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.
7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the RailTel and the Contractor,

will in any way release us from the liability under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.

8. This Bond is valid and effective from the date of its issue, which is [insert date of issue]. The Bond and our obligations under it will expire on XXXX (Expiry Date). All demands for payment under the Bond must be received by us on or before that date.
9. The Surety agrees that the Railways right to demand payment of aforementioned full amount in one instance or demand payments in parts totalling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the RailTel or the Bond is released by RailTel before the Expiry date.
10. The Surety agrees that its obligation to pay any amount demanded by the RailTel before the expiry of this Bond will continue until the amount demanded has been paid in full.
11. The expressions Surety and RailTel hereinbefore used shall include their respective successors, administrators and assigns.
12. The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the RailTel. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.
13. We, the Surety Insurer, further agree that the RailTel shall be the sole judge to decide as to whether the contractor is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the TENDER Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the RailTel and the contractor or any dispute pending before any Court, tribunal, arbitrator or any other authority.
14. The Bond shall be in addition to and without prejudice to any other security Bond(s) of the contractor in favour of the RailTel available with the RailTel. The Surety, under this Bond, shall be deemed as Principal Debtor of the RailTel.

Notwithstanding anything to the contrary contained in these presents,

- a. Our liability under this Surety Bond shall not exceed XXXX (Rupees XXXXX Only).
- b. This Surety Bond shall be valid up to XXXX (being the date of expiry);
- c. Unless the Insurance Company is served a written claim or demand on or before XXXX (date of expiry) all rights under this Bond shall be forfeited and the Surety shall be relieved and discharged from all liabilities under this Bond irrespective of whether or not the original Surety bond is returned to the Surety.

Dated \_\_\_\_\_ the day of 2026

15. The Insurance Surety Bond shall be verified by sending mail to [customer.care@sbigeneral.in]

Place.....

Bank's Seal and authorized signature(s)  
[Name in Block letters]

.....  
[Designation with Code  
No.).....  
[P/Attorney] No.

Witness

- 1.
- 2.

**Form No. 10 - Guidelines regarding Provision for Procurement from a Bidder which shares a Land  
Border with India**

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)].
2. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
3. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
4. The beneficial owner for the purpose of (3) above will be as under:
  - a. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation-
    - i. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
    - ii. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  - b. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  - c. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  - d. Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - e. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
6. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

**Certificate for Compliance to Rule 144 (xi) of GFR, 2017 including amendments till date to be given by  
the Tenderer  
(On Organization Letter Head)**

Bid Ref No.:

Date:

To,

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

Tender Ref:

Dear Sir,

I, the undersigned, on behalf of M/s ..... , have read the clause/para regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

(a) I certify that M/s ..... is not from such a country and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I also certify that M/s..... will not offer any products / services of entity from such countries unless such entity is registered with the Competent Authority.

OR (Strikeout either (a) or (b), whichever is not applicable)

(b) I certify that M/s ..... is from such a country and has been registered with the Competent Authority. I also certify that M/s ..... has product/services of entity from such countries and these entity /entities are also registered with the Competent Authority.

(Where applicable, evidence of valid registration by the Competent Authority is to be attached with the bid.)

I hereby certify that M/s ..... fulfills all requirements in this regard and is eligible to be considered. I hereby acknowledge that in the event of acceptance of my bid on above certificate and if the certificate is found to be false at any stage, the false certificate would be a ground for immediate termination of contract and further legal action in accordance with the Law.

Signature of Authorised Signatory

Name

Designation

**Chapter 10 - CHECK LIST**

(To be filled up &amp; uploaded)

SN	Item/Clause of Tender Document	Submitted / Complied or Not	Page No./ ref No. of Offer
1	Signed Copy of Tender Document / Corrigenda		
2	EMD & Cost of Tender document		
3	Offer Letter duly signed by authorized signatory (Chapter -5 of Tender Document)		
4	Deviation Statement, if any (Chapter wise and Clause wise from Technical Specification & Tender conditions.		
5	Eligibility Criteria for Bidder as per Clause 3.2 and 3.3 of Chapter-3.		
6	Form No. 1: Proforma for Performance Bank Guarantee		
7	Form No. 2: Proforma for Affidavit to be submitted by tenderer		
8	Form No. 3: Format for Power of Attorney		
9	Form No. 4: Performa for Nil Deviation		
10	Form No. 5: Format for EMD in the form of Bank Guarantee <b>(not to be used)</b>		
11	Form No. 6: Bid Security/EMD Declaration		
12	Form No. 7: Integrity Pact <b>(not to be used)</b>		
13	Form No. 8: Insurance Surety Bond for Bid Security/EMD <b>(not to be used)</b>		
14	Form No. 9: Insurance Surety Bond for Performance Security <b>(not to be used)</b>		
15	Form No. 10: Compliance to Rule 144 (xi) of GFR, 2017 including amendments till date		
<b>Document uploaded along with Financial Bid/Price Bid Only.</b>			
1	Price Bid for Schedule of Requirements as per Chapter-1		

SN	Have you submitted the following documents?	Submitted / complied or Not	Page No./ ref No. of Offer
1	Cost of tender document (not required)		
2	Power of Attorney.		
3	Downloaded tender document digitally signed.		
4	Earnest money amounting Rs -----/- as per TENDER clause.		
5	Performance statement including Copies of Purchase Orders.		

6	Compliance statement for acceptance of Scope of Work (Chapter 4) & Instructions and Tender Conditions (Chapter 3, 6, 7, 8).		
7	Deviation Statement, if any (Chapter wise and Clause wise from Technical Specification & Tender conditions.		

**END OF THE DOCUMENT**