

RailTel Enterprises Ltd
A wholly owned subsidiary of RailTel Corporation of India Ltd
(A Mini Ratna PSU under Ministry of Railways)



NOTICE INVITING EXPRESSION OF INTEREST (EOI),

EOI No.: REL/EoI/LTE/2020-21/03

Dated 30th September 2020

Expression of Interest (EOI) for Selection of Partner to bid & execute Major Telecom Projects in the field of LTE (4G) also involving systems like Mission Critical Push to Talk, Dispatcher etc. for customers of RailTel Enterprises Ltd

Issued by:

RailTel Enterprises Ltd

A wholly owned subsidiary of RailTel Corporation of India Ltd
(A Mini-Ratna PSU under Ministry of Railways) Northern Region Office,
6th Floor, IIIrd Block, Delhi Technology Park, Shastri Park, Delhi - 110053,
Ph No. +91-011- 22185933 Fax No. +91-011-22185978
<https://www.relindia.in>

Disclaimer

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

TABLE OF CONTENTS

SR. NO.	DESCRIPTION	PAGE NOS.
1	Disclaimer	2-2
2	EOI Notice	5-5
3	About REL	6-7
4	Preamble	7-7
5	Scope of Work	7-10
6	Qualification for Participation	10-12
7	Participation Proposal Preparation and Submission Cost	12-12
8	Earnest Money Deposit (EMD)	12-13
9	Pre-EoI response offer Meeting Amendment to EOI Document	13-13
10	Criminal Background	13-13
11	Amendment to EOI Document	14-14
12	EoI response Validity Period	14-14
13	Right to Terminate the Process	14-14
14	Language of EoI response	14-14
15	Documents Comprising of EoI response	14-14
16	Submission of EoI response	15-15
17	Evaluation Process	15-15

18	Right to Reject / Accept any or all Proposals	15-15
19	Period of EoI	16-16
20	Restriction of 'Transfer of Agreement'	16-16
21	Suspension, Revocation or Termination of Contract / Agreement	16-16
22	Dispute Settlement	16-16
23	Governing Laws	16-16
24	Statutory Compliance	16-16
25	Intellectual Property Rights	17-17
26	Severability	17-17
27	Indemnity	17-17
28	Limitation of Liability towards REL	17-18
29	Confidentiality cum Non-disclosure	18-18
30	Data Ownership	18-19
31	Annexure-1	20-20
32	Annexure-2	21-21
33	Annexure-3	22-22
34	Annexure-4,5,6	23-28

EOI NOTICE

RailTel Enterprises Limited

Corp Off: NBCC Building, Office Tower-2,
6th Floor, Plate-A, East Kidwai Nagar,
New Delhi-110023

EOI Notice No. REL/EOI/LTE/2020-21/03

RailTel Enterprises Ltd., (hereafter referred to as REL), a wholly owned subsidiary of RailTel Corporation of India Ltd., (hereafter referred to as RailTel) invites EoI's in sealed covers from the reputed firms, for Empanelment of Business Partners for "for Selection of Partner to bid & execute Major Telecom Projects in the field of LTE (4G) also involving systems like Mission Critical Push to Talk, Dispatcher etc. for Customers of RailTel Enterprises Ltd". The details are as under:

1	EOI Document Availability	EOI document can be downloaded from website http://www.relindia.in or https://railtel.enivida.com or www.railtelindia.com from 30.09.2020 onwards till last date of submission of the EOI.
2	EOI Fee (includes applicable taxes)	INR 1180/- (including GST) (Rupees One Thousand One Hundred Eighty Only)
3	Mode of Submission of EoI response	E-EoI response submission only at https://railtel.enivida.com
4	Submission of EoI documents	21/10/2020 before 15:00 Hours
5	Opening of EoI documents	21/10/2020 at 15:30 Hrs
6	Number of copies to be submitted	1
7	Earnest Money Deposit (Refundable)	INR 5,00,000/- (Rupees Five Lakh Only)

Pre-Bid Meeting will be held on 12/10/2020 through Video conference. All queries, if any, in connection with this EOI shall be sent to following officials (in word format) by email at least 2 days in advance of pre-bid meeting date. Video conference link will be shared to interested firms via email. Prospective applicants are required to direct all communications related to this EOI, through the Nominated Point of Contact persons:

Name: Rajneesh Jha
Designation: Addl.GM/Signal/REL.
Contact: 9810731338
Email ID: rajneeshjha@railtelindia.com

Name: Vijay Serwal
Designation: GM/Signal/REL.
Contact: 9717644430
Email ID: vijayserwal@railtelindia.com

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

1. About RailTel Enterprises Limited (REL)

RailTel Enterprises Limited” (REL) is a wholly owned subsidiary company of RailTel Corporation of India Limited (RCIL) - a "Mini Ratna (Category-I)" PSU under Ministry of Railways incorporated in August, 2014 keeping in view the expanding activities in project execution works for telecom and signalling in line with Para 12 of MOU between RCIL & Ministry of Railway which mentions following as one of the main objective to be pursued by the company:

“To undertake design & development of railway signaling projects/systems, telecom works in new factories/workshops and also other works relating to railway electrification, power distribution systems, transmission lines, incidental civil engineering works etc. concerned with running of railways in India and abroad. However, for undertaking any electrification work which are within the purview of CORE, Allahabad, RailTel would seek prior approval of Board (CRB)”.

REL is presently executing following Signaling Projects of Indian Railways:-

A. (EI works) of 13 station of N. Rly costing around Rs.120 Cr. The work has already been awarded and work is in progress.

B. REL/RCIL are also working on a highly modern Project of Provision of Automatic Train Protection - ETCS Level- II using LTE as Communication system for ETCS Level 2 signaling for the first time in the world (a Pilot Project awarded to REL by Railway Board) on four different Railway sections covering about 635 KM and 500 Locos at an estimated cost of about Rs. 1800 Cr. The work includes the end to end project execution and commissioning including life cycle support starting right from Project Planning, Survey, Resource Allocation, Preparation of Estimates, Tendering, Logistics, Implementation, PMC, Quality Assurance and Testing as per Rlys’ requirements.

1.1. About RailTel Corporation of India Limited (RailTel)

RailTel Corporation of India Ltd (RailTel) is one of the largest neutral telecom infrastructure providers in the country owning a Pan-India optic fibre network on exclusive Right of Way (ROW) along Railway track. The OFC network over 55000 RKM connecting over 4500 towns & cities of the country including several rural areas. With its Pan India high capacity network, RailTel is working towards creating a knowledge society at various fronts. The portfolio of services provided by RailTel includes Data Centre & DR services, Tele-presence as a service, NLD services, IP-1 services, Internet and Broadband services on a pan-India basis.

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

One of the objectives of formation of RailTel was to spread telecom revolution in the remote and backward areas of the country by building state of the art multimedia network. In this process, RailTel has implemented country wide **MPLS-IP backbone network** to provide whole gamut

of **VPN & Internet services**. The network has been built using high end carrier grade routers and switches riding on latest high capacity DWDM/SDH transmission network having capacity up to multiple 100G. The network support services like Layer 3 and Layer 2 VPN services, broadband internet access, multicast services etc. The MPLS network has POPs at multiple cities across the country and is in process of being extended to several important cities/ towns also. RailTel is now entrusted with transformational agenda by the Government of India with various strategic projects which are of national importance.

2. Preamble

To optimise the line capacity and enhance safety and efficiency of Train Operations on its vast rail network modernization of infrastructure through induction of Modern Signalling and Train Control Systems is a priority area of Indian Railway.

This entails massive project delivery on rail network in this area. RailTel Enterprises Limited (REL), a fully owned subsidiary of RailTel Corporation of India limited (RCIL) plans to establish a formidable presence in this domain involving planning, designing, execution and commissioning, i.e complete project delivery of modern signalling and telecom projects for different Railway Systems/associated subsidiary units/PSUs.

To undertake the LTE projects and other associated services which aid in effective train day to day operations, maintenance and other passenger operation services

REL is an upcoming organization in the field of modernization of signaling & telecom continuously expanding it's resources gradually depending upon the works being awarded for execution. REL has capacity and capability to take up Turn Key Projects of Modern Railway Signaling & Telecommunications related with Safety enhancement, efficiency and capacity Improvement.

Features to be supported by the LTE technology:

1. Train to Ground communication (MCX)
2. Train to Train Communication (MCX)
3. Automatic Train operations (TCAS)
4. Passenger safety
5. In cab signaling
6. Location Based Addressing
7. Functional Based Addressing
8. Dispatcher Solution

REL intends to hire Business Associate/s (BA) for provision of LTE technology and its associated components on different sections in Indian Railways.

REL proposes to empanel Business Partner/Associates through this Expression of Interest (EOI). In future, JV may be signed for participating in Railway/PSU's S&T related work tender with empanelled Business Partner.

3. Scope of Work

3.1 Scope of Work

The work includes provision of LTE technology and its associated components for Indian Railways and other private LTE networks in 700 MHz spectrum. LTE technology offered should be at least 3GPP Release 14 compliant for Railways specific applications like MCX etc. and

ultimately compliant to the emerging Future Rail Mobile Communication Standard (FRMCS) being developed by UIC. The bidder shall provide the roadmap commitments in the evolving FRMCS standards.

3.1.1 Scope of Supplies:

The proposed LTE system shall consist of LTE System comprising of Passive Infra, Active Infra, EPC (Evolved Packet Core), MCX services (Hardware & Software), Cab Equipment, Handsets, Fixed Radios for stations/Depots/Sections, Dispatchers, NMS etc. and associated services and components.

1. Active Infrastructure:

- a. Baseband Unit
- b. Remote Radio Unit
- c. Antenna
- d. Routers

2. Passive Infrastructure:

- e. Battery
- f. Rectifier
- g. Monopole/Tower
- h. Shelter

3. Evolved Packet Core:

- i. Mobile Mobility Engine
- j. Home Subscriber Server
- k. Policy Charging and Routing Function
- l. Server Gateway
- m. Packet Gateway
- n. Network Management System

4. Cab Equipment:

- o. Cab LTE Antenna
- p. Cab LTE Modem
- q. Cab Speaker
- r. MCX Onboard Unit with display Unit

5. Railway associated components and services:

- s. MCX services and components
- t. Dispatcher (including Functional Based Addressing and Location based Addressing)
- u. LTE Handsets for mission critical communication

6. Any other item required to complete the scope of the works.

3.1.3 Additional Requirements, shall not be limited to the following:

Business partners/ associates shall be solely responsible for end to end integration shall not only be limited to the above components for successful implementation and execution of the project.

LTE design shall guarantee the following, as minimum and shall not be limited to:

1. Complete redundancy of the system, minimizing any possible lack of communication. LTE system shall ensure the communication between ETCS/TCAS elements on board and ETCS/TCAS trackside elements.
2. LTE system shall guarantee MCX communications between LTE UE's across the network.
3. Full redundant architecture should be offered to deal outage and to meet the mission critical service requirements.
4. QCI based on 3GPP (Policy and charging control architecture) or latest shall be applicable for prioritizing the traffic/congestion control.

3.1.3 Preference to Make In India:

Business partners/ associates shall comply to the DOT's Notification number 18-10/2017-IP (Public procurement – Preference to Make in India order 2017 – Notification of Telecom Products, Services or Works – regarding). Business partners/ associates are required to submit the self-declaration form in accordance with the DOT's Notification mentioned above.

Business partners/ associates shall comply to the DOT's Notification number P-45021/2/2017-PP (Public Procurement (Preference to Make in India), order 2017).

Business partners/ associates shall comply with Public Procurement Policy (Preference to Make in India) order 2017 dated 4th June 2020 “P-45021/2/2017-PP (BE-II) – Public Procurement (Preference to Make in India), Order 2017 – Revision regarding” issued by Department of Industrial Promotion and Policy, Ministry of Commerce.

Business partners/ associates shall comply with Public Procurement Policy (Public Procurement No. 1) order 2017 dated 23rd July 2020 “6/18/2019-PPD issued by Public Procurement Division, Department of Expenditure, Ministry of Finance.

3.1.4 Documentation

Supply of all documentations, details of hardware along with their technical details and description, list of fault diagnostics, Maintenance procedures, Maintenance manuals, in house Test Reports etc. This also includes supply of programming & instruction manuals.

3.1.5 Warranty

FREE OF COST Comprehensive Warranty and maintenance of hardware and software for a period of one year from the date of full & satisfactory commissioning of entire Project based upon issue of completion certificate as per Indian Railway's **GCC 2020 or latest**.

3.2 Role and Responsibility of Firm/Organization as a Business Partner (BP)

- a) Firms are responsible for reading the EoI document carefully and understand that firm submitting bid is in the domain of Railway Telecommunications and related services and thereafter. The empanelled partner shall respond to each request for quotation (including cost, technical capabilities, man-hours and other details) raised by REL within stipulated time mentioned in request letter, in case empanelled partner is not able to respond for some reasons he must send regret letter through post or email.

- b) The empanelled partners shall support REL in preparation of the tender response.
- c) The empanelled partners shall provide training to the client personnel during the transition phase of the project (if required).
- d) The empanelled partners must ensure fulfilment of regulatory compliances, and licenses for the services being offered. In this regard empanelled partner shall indemnify REL against any non-compliance.
- e) The empaneled partners will be responsible for any damage to equipment, property and third-party liabilities caused by acts on part of its deployed consultants at REL/User's premises. All equipment will be used only for the purpose of carrying out legitimate business of REL/User's organization and will not be put into any other use.
- f) The staff deployed by the vendor will maintain office decorum. They will be courteous, polite and cooperative and able to resolve the users' problems.
- g) Intellectual Property Rights: The empanelled partner will indemnify REL of any infringement of third-party rights be they under the Patents Act or the IPR.
- h) The empanelled partners shall inform REL if any business opportunity is identified for a partnership to compete for a project.
- i) The empanelled partners, when participating in a tendering process in consortium with REL, shall be responsible for any inaccurate or incorrect information furnished as part of the bid submission. Further, the empanelled partner shall solely bear the consequences of the same.
- j) The services of empanelled partner under this EOI can also be used by Parent Company or Joint Ventures of REL.
- k) Empaneled partner shall deliver training as per the training schedule and ensure that objectives of training are met.
- l) Empaneled Partner shall asses the needs of training in the Telecommunications and related industry and design the training programmes and propose to REL for approval for conducting the training.
- m) Empaneled Partner shall maintain all the documents pertaining training and submit to REL for records and follow up.

3.3 Role of REL

- a) REL shall arrange necessary Domain Knowledge Professionals for associating in establishing and setting up this business activity with the BP.
- b) REL shall facilitate empanelled partners as consultant, if required, for deemed basic necessary infrastructure like office space and other facilities for completing the work in stipulated time.

4.0 Qualification for Participation

4.1 The applicant should be a registered firm in India operating as OEM or through Indian subsidiary / associate/ authorized partners for last 5 years as on date of opening of EOI. Necessary documents of operations in India shall be submitted with the bid.

4.2 Technical Eligibility Criteria:

Criteria
Experience
<p>The EoI responses must have substantially completed any of the following works, in India or abroad during last 07 (seven) years, ending last day of month previous to the one in which EOI is invited:</p> <p>Three similar works each costing not less than the amount equal to Rs 15 Cr. each, or</p> <p>Two similar works each costing not less than the amount equal to Rs 20 Cr. each, or</p> <p>One similar work each costing not less than the amount equal to Rs 30 Cr each.</p> <p>*Similar nature of work means :-</p> <p>Mobile Train Radio Communication/ Mission Critical Push to talk</p> <p>A Copy of Work Order completion certificate issued by Work Awarding Organization/ main contractor is to be submitted with EoI. Also, Contact Details of concerned person i.e. Name / Designation / Contact Number / Official Email ID, of the Work Awarding Organization/ main contractor needs to be mentioned.</p>
Design Experience
Design experience of MTRC/MCPTT at the speed of 220 Kmph in India or abroad in at-least 200 Kms. Design acceptance certificate from end user needs to be submitted along with the bid

*** Note : Ssubstantially completed works are those works for which 80% payment has been made by the user for the portion of the work being claimed by the bidder. Certificate from the Work Awarding Organisation/ main contractor shall be submitted with the bid for the same.**

Financial Eligibility Criteria:

- i.** The contractual payments received by the Business Associate/Partner in the previous 3 financial year and the current financial year up to the date of invitation of bid shall be at least INR 75 Crores. Copy of Audited Balance Sheet should be submitted in this regard.
- II.** The Applicant or its OEM or subsidiary/ associate / authorized partners should not be blacklisted by any State / Central Government / PSU / Autonomous Body either in

India or abroad during the last 2 years on the last date of submission of EOI. Self-Declaration is to be submitted in this regard.

III. There should not be any ongoing or past, arbitration case(s) between REL/RCIL and Applicant for the past two years on the last date of submission of EOI. Self-Declaration is to be submitted in this regard.

IV. The Applicant should have a valid Corporate Identification Number (CIN), Permanent Account Number (PAN), Taxpayer Identification Number (TIN), Goods and Service Tax Identification Number (GSTIN), on the last date of submission of EOI. Copy of documents in this regard is to be submitted.

5.0 Proposal Preparation and Submission Cost

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

6.0 Earnest Money Deposit (EMD)

- 6.1 Applicants shall submit, along with their EOI responses, EMD of **₹ 5,00,000** by way of digital transaction mode available on RailTel's e-tender site (<https://railtel.enivida.com>).
- 6.2 EMD of all unsuccessful Applicants will be returned at the earliest after expiry of the **final** EOI response validity.
- 6.3 The EMD of the successful Applicant will be returned, without interest, upon submission of Performance Bank Guarantee (of the amount and in the format as specified in this EOI) by the successful Applicant, valid for 4 months beyond empanelment period of 5 years.
- 6.4 The EMD may be forfeited: If a Applicant withdraws the proposal or increases the quoted prices after opening of the EOI response and during the period of EOI response validity or its extended period, if any.
- 6.5 If the EOI is accepted, the amount of Earnest Money will be held as security deposit for due and faithful fulfilment of contract or till the time the Contract Performance Guarantee (Security Deposit) is received by the REL.
- 6.6 In case of a successful Applicant, if the Applicant fails to sign the Agreement in accordance with the terms and conditions of this EOI or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions of this EOI.
- 6.7 The decision of REL regarding forfeiture of the EMD shall be final and binding on the Applicants and shall not be called upon in question under any circumstances.

- 6.8 Eligible Micro and Small Enterprises (MSEs)/NSIC are exempted from cost of EOI document and EMD. Documentary evidence for the same needs to be submitted with the offer.
- 6.9 If the EoI of MSEs/NSIC is accepted, the equivalent amount of Earnest Money, in this EOI, will be submitted as Security Deposit/PBG, valid for four months beyond empanelment period of 5 years and signed contract Agreement for fulfilment of contract conditions.
- 6.10 Certain benefits/preferential treatment shall be extended to the registered MSEs/NSIC as per guidelines issued in the latest notification of Ministry of MSME, Government of India.
- 6.11 MSEs/NSIC who are interested in availing themselves of these benefits shall enclose with their offer the proof of their being MSE/NSIC registered with any of the agencies mentioned in the notification of Ministry of MSME.
- 6.12 The MSEs/NSIC firms must also indicate the terminal validity date of their registration.
- 6.13 Failing Clauses 6.8 and 6.9 above, such offers shall not be liable for consideration of benefits detailed in the notification of Government of India.

7.0 Pre-EoI response Clarification(s)

- 7.1 Any clarification(s) regarding the EOI document can be submitted to REL through email communication only, to the email IDs, and on or before the timelines, mentioned in this EOI document. The clarifications sought should be strictly submitted in below format.

S. No.	Page No.	Clause No.	Statement as per EOI	Query by Applicant	Justification for query

The Applicant should mention his/her Organization Name, his/her Name and Contact details in the email signature. Subject of the mail should be : 'Request for Clarification' for EoI'

In the email seeking clarification(s), Applicant should also mention alternative contact person details. Any request(s) for clarifications received after the expiry of the date and time mentioned in the EOI may not be entertained by REL. Further, REL reserve the right to issue responses / clarifications / corrigendum.

It may be noted that there will no physical pre-EoI response meeting owing to the pandemic circumstances. The pre-EoI response meeting will happen through Web Video-Conferencing Platform only e.g. WebEx (Cisco) etc. In order to check unauthorised entry in the Web Meeting, the details of the platform and the meeting link will be shared with those organisations only, who has submitted 'Request for Clarification' through email on the email IDs, as mentioned in this EoI document.

It may be also noted that during Web Video-Conference Pre-EoI response meeting,

discussion will be done for those 'Request for Clarifications' only, which are received within the stipulated time, in the format and on REL Person's email ID, mentioned in this document. In case, no 'Request for Clarification' is received by the stipulated time, REL reserves the right to further proceed without arranging any Pre-EoI response meeting.

8 Criminal Background:

8.1 The applicant or its Proprietor/Partner(s)/Director(s) of the firms should not have been convicted by a court of Law for an offence involving moral turpitude in relation to business dealings. The applicant shall give an affidavit to this effect. The affidavit must be affirmed before the competent judicial authority or duly notarized by the Notary.

Besides, applicant should furnish litigation history of their firm or group firm with other Govt./PSU organisation (if claiming fulfilment of PQC on group entity terms). The litigation history shall include:

- a) Arbitration cases pending
- b) Disputed incomplete work
- c) Pending civil cases against the applicant or its Proprietor/Partner(s)/Director(s) involving moral turpitude in relation to business dealings
- d) Pending criminal cases against the firm or its Proprietor/Partner(s)/Director(s) involving moral turpitude in relation to business dealings.
- e) Punishments awarded under civil cases or criminal cases involving moral turpitude in relation to business dealings.

9.0 Amendment to EOI Document

9.1 At any time prior to the deadline for submission of EoI responses, REL, may, for any reason can modify the EOI document by an amendment. All the amendments made in the document would be informed by displaying on REL's (www.relindia.in) website only. The Applicants are advised to visit the REL website on regular basis for checking necessary updates. REL also reserves the rights to amend the dates mentioned in this EOI for EoI response process. REL may, at its discretion, extend the last date for receipt of EoI response.

10.0 EoI response Validity Period

10.1 EoI response shall remain valid for the period of **180 days** from the date of submission of EOI as mentioned in this EOI document.

11.0 Right to Terminate the Process

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

12.0 Language of EoI response

- 12.1 The EoI response prepared by the Applicant and all correspondence and documents relating to the EoI responses exchanged by the Applicant and REL, shall be written in English Language, provided that any printed literature furnished by the Applicant in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the EoI response, the English translation shall govern. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Authorised Signatory of the Applicant.

13.0 Documents Comprising of EoI response

- 13.1 Applicant shall furnish the required information in their EoI response (Single Packet) consisting Pre-Qualification documents, filled Annexure(s) and in specified format only. Any deviations in the EoI response format may make their EoI responses liable for rejection. The documents submitted in the EoI response should be in accordance with this EOI document and subsequent corrigenda (if any) issued till last date of submission. The checklist Please note, as the EoI response submission is through e-Tender portal hence, in the EoI response there is need to upload digitally Signed copy of this EOI and subsequent corrigenda (if any) issued till last date of EoI submission, a EoI response submission by a Applicant will be considered that Applicant has read and agreed to all terms and conditions of the EOI and subsequent corrigendum (if any) issued till last date of EOI submission.

14.0 Submission of EoI response

- 14.1 A Single Packet EoI response system will be followed for this EOI Based on stipulated Qualifying Criteria. The EoI response should have a 'Index' at the starting and all pages of EoI response should be serially numbered and should be traceable as per the 'Index'.
- 14.2 Applicants in their own interest are advised to submit the EoI response well before the last date and hence to avoid any inconvenience at the last moment.
- 14.3 The Applicant may modify or withdraw its EoI response after submission, prior to the deadline- date and time prescribed for the EoI response submission in this EOI. EoI response withdrawal notices received after the EoI response submission deadline will be ignored, and the submitted EoI response will be deemed to be a validly submitted EoI response. No EoI response may be withdrawn in the interval between the EoI response submission last date and the expirations of the EoI response validity period. Withdrawal of a EoI response during this interval may result in the forfeiture of the Applicants EMD.
- 14.4 An Organization / Applicant can submit only 'One EoI response'. Submission of multiple EoI responses by the Applicant will lead to rejection of all of its EoI response.

15.0 Evaluation Process

- 15.1 REL shall evaluate the responses to this EOI and scrutinize the supporting documents / documentary evidence. Inability to submit the requisite supporting documents / documentary evidence, may lead to rejection. The decision of REL in the evaluation of

EoI responses shall be final. REL may ask for meetings with the Applicants to seek clarifications or confirmations on their EoI responses which may subsequently require Applicants to submit additional documents as communicated by REL in writing over e-mail. Non-response to the clarifications/ additional documents sought by REL, in time bound manner as mentioned by REL, will be treated as withdrawal of EoI response between the EoI response submission deadline and the expiration of the EoI response validity period. During the EoI response evaluation, REL reserves the right to reject any or all the EoI responses. Each of the responses / EoI responses shall be evaluated as per the criteria and requirements specified in this EOI.

15.2 On the basis of process mentioned in the Clause 14.1 mentioned above, the EoI responses will be evaluated.

15.3 Further, the joint venture document will be initiated for EoI responses later on from the technical qualified Applicant/s. Non-complied technical EoI response of BA's at the time of the bidding for Railways/PSU's will be rejected.

16.0 Rights to Accept / Reject any or all Proposals

16.1 REL reserves the right to accept or reject any offer, and to annual the evaluating process and reject all offer at any time prior to award of the Contract, without thereby incurring any liability to the affected Applicants or any obligation to inform the affected Applicants of the ground for REL's action.

17.0 Period of the EOI

17.1 The contract duration shall be live for 5 **years** with REL until otherwise terminated earlier.

18.0 Restrictions on 'Transfer of Agreement'

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

19.0 Suspension, Revocation or Termination of Contract / Agreement

19.1 REL reserves the right to terminate the empanelment, at any time, due to change in its own license conditions or upon directions from the competent government authorities.

19.2 Either party may terminate the agreement, by giving notice of at least two months in advance. The effective date of surrender of agreement will be two months counted from the date of receipt of such notice by the other party.

20.0 Dispute Settlement

20.1 In case of any dispute concerning the contract / agreement, both the Applicant and REL shall try to settle the same amicably through mutual discussion / negotiations. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and Conciliation

1996 or any amendment thereof. Place of Arbitration shall be New Delhi.

21.0 Governing Laws

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

22.0 Statutory Compliance

22.1 During the tenure of this Contract nothing shall be done by Applicant in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof and shall keep REL indemnified in this regard.

22.2 The Applicant shall comply and ensure strict compliance by his/her employees and agents of all applicable Central, State, Municipal and Local laws and Regulations and undertake to indemnify REL and 'Customer of RailTel'(CoR), from and against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule, including but not limited to the claims against REL or Its Customer under Employees Compensation Act, 1923, The Employees Provident Fund and Miscellaneous Provisions Act, 1952, The Contract Labour (Abolition and Regulation) Act 1970, Factories Act, 1948, Minimum Wages Act and Regulations, Shop and Establishment Act and Labour Laws which would be amended/modified or any new act if it comes in force whatsoever, and all actions claim and demand arising there from and/or related thereto.

23.0 Intellectual Property Rights

23.1 Each party i.e. REL /Applicant, acknowledges and agree that the other party retains exclusive ownership and rights in its trade secrets, inventions, copyrights, and other intellectual property and any hardware provided by such party in relation to this contract / agreement.

23.2 Since LTE for Indian Railways is Mission Critical Network and services and a roadmap to FRMCS is required in future. Therefore, IPR of EPC should either reside in India or should be held in an escrow account in India.

24.0 Severability

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

25.0 Indemnity

25.1 The Applicant agrees to indemnify and hold harmless REL, its officers, employees and agents (each an "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified party may become subject, in so far as such losses

directly arise out of, in any way relate to, or result from :

- 25.2 Any mis-statement or any breach of any representation or warranty made by Applicant or
- 25.3 The failure by the Applicant to fulfill any covenant or condition contained in this contract by any employee or agent of the Applicant. Against all losses or damages arising from claims by third Parties that any Deliverables (or the access, use or other rights thereto), created by Applicant pursuant to this contract, or any equipment, software, information, methods of operation or other intellectual property created by Applicant pursuant to this contract, or the SLAs (i) infringes a copyright, trade mark, trade design enforceable in India, (ii) infringes a patent issues in India, or (iii) constitutes misappropriation or unlawful disclosure or used of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); or
- 25.4 Any compensation / claim or proceeding by any third party against REL arising out of any act, deed or omission by the Applicant or
- 25.5 Claim filed by a workman or employee engaged by the Applicant for carrying out work related to this agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.
- 25.6 Any payment made under this contract to an indemnity or claim for breach of any provision of this contract shall include applicable taxes.

26.0 Limitation of Liability towards REL

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

27.0 Confidentiality cum Non-disclosure

- 27.1 The Receiving Party agrees that it will not disclose to third party/parties any information belonging to the Disclosing Party which is provided to it by the Disclosing Party before, during and after the execution of this contract. All such information belonging to the Disclosing Party and provided to the Receiving Party shall be considered Confidential Information. Confidential Information includes prices, quotations, negotiated issues made before the execution of the MoU, server configuration, design and other related information and information relating to the contents to be transmitted to and from the servers of REL or Applicant or CoR. All

information provided by Disclosing Party to the Receiving Party shall be considered confidential even if it is not conspicuously marked as confidential.

- 27.2 Notwithstanding the foregoing, neither Party shall have any obligations regarding non-use or non-disclosure of any confidential information which:
- 27.3 Is already known to the receiving Party at the time of disclosure:
- 27.4 Is or becomes part of the public domain without violation of the terms hereof;
- 27.5 Is shown by conclusive documentary evidence to have been developed independently by the Receiving Party without violation of the terms hereof:
- 27.6 Is received from a third party without similar restrictions and without violation of this or a similar contract.
- 27.7 The terms and conditions of this contract, and all annexes, attachments and amendments hereto and thereto shall be considered Confidential Information. No news release, public announcement, advertisement or publicity concerning this contract and/or its contents herein shall be made by either Party without the prior written approval of the other Party unless such disclosure or public announcement is required by applicable law. Notwithstanding the above, information may be transmitted to governmental, judicial, regulatory authorities, if so, required by law. In such an event, the Disclosing Party shall inform the other party about the same within 30 (thirty) Days of such disclosure.
- 27.8 This Confidentiality and Non- Disclosure clause shall survive even after the expiry or termination of this contract.

28.0 Data Ownership

- 28.1 All the data created as the part of the project shall be owned by REL on behalf of CoR. The Applicant shall take utmost care in maintaining security, confidentiality and backup of this data. REL on behalf of CoR, shall retain ownership of any user created / loaded data and applications hosted on the Applicant's infrastructure and maintains the right to request (or should be able to retrieve) full copies of these at any time during contract and upto Ninety (90) days from the date of termination of contract.
- 28.2 Confidential Information, Security and Data : Applicant will promptly, on the commencement of the exit management period, supply to REL or its nominated agencies the following :
- 28.3 Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to the project, project's customized source code; any other date and confidential information created as part of or is related to this contract;
- 28.4 All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable REL and its nominated agencies, or its replacing vendor to carry out due diligence in order to transition the provision of

the services to REL or its nominated agencies, or its replacing vendor (as the case may be).

- 28.5 The Applicant shall retain all of the above information / data with them for Ninety (90) days after the termination of the contract, post which the Applicant has to wipe / purge / delete all information created or retained as part of this contract.

29.0 General Terms and Conditions-

- 29.1 The empaneled partner needs to sign an NDA with REL as per RailTel's policy.
- 29.2 REL reserves the right to accept or reject any or all application(s) without assigning any reason whatsoever. REL's decision in this regard shall be binding and final.
- 29.3 REL reserves the right to verify the particulars furnished by the applicant independently, if any of the information, furnished by the applicant, is found incorrect at a later stage, REL may forfeit the EMD or forfeit the Bank Guarantee or the bidder may have to borne the losses incurred by REL.
- 29.4 If the empanelled business partner is unable to quote against any query/RFP sent to empanelled partner by REL, Regret letter must be sent, failure to do so on 3 or more occasions may result in deletion of the business partner's name from the approved list of empanelled business partners. BG may also be forfeited in such case.
- 29.5 Wherever required, specific MoU/agreement will be signed with respective partner for specific business opportunity (RFP/Tender/Bid).
- 29.6 The applicant after submitting the response to this EoI, agree with REL for honoring all aspects of fair trade practices.
- 29.7 The applicant shall bear all cost associated with the preparation and submission of the response to this EoI.
- 29.8 Applicant shall submit the details about engagement of Agents / Middlemen / Intermediary / Consultants /Services providers and payments proposed to be made to them by the bidder as a part of the present bid. The details shall also be incorporated as a part of Contact Document/ Agreement.
- 29.9 EoI should preferably be typewritten and any correction or over-writing should be initialled.
- 29.10 The applicant should furnish a list of its Partners/Directors and a declaration that such Partners/Directors have no interest in any other bidders in respect of the same tender.
- 29.11 Sealed quotations in envelope super scribing tender enquiry number and due date of opening must be sent by Registered or Speed Post or to be dropped in the Tender Box specified for the purpose. EoI received after specified date and time are liable to be rejected.
- 29.12 The bids will be opened in the presence of bidders' representatives (only one) who choose to attend the Bid opening sessions as per due date and time mentioned in tender

notice. The bidders' representatives who are present shall sign a register evidencing their attendance.

29.13 Printed conditions on the backside of the offers will be ignored.

29.14 GST Registration Number is must for bidder.

29.15 REL shall have the right to terminate the contract by giving 60 days' notice without assigning any reasons thereof. However, in the event of any breach of terms of the contract, REL will have right to terminate the contract by written notice to the empanelled firm.

29.16 In addition to above, the firm/agency desirous for enlistment should submit the following:

- (i) The applicant should have adequate legal status for entering into a contract.
- (ii) Applicant is required to give a declaration that they are not insolvent, bankrupt or being wound up, their affairs not being administered by a court or judicial officer, their business activities have not been suspended and they are not subject of legal proceedings.
- (iii) The applicant would be required to give a declaration that they have not been banned or blacklisted/de-listed by any government or quasi Government agencies or PSUs. If they do not give this declaration, their request may not be considered. The application form for enlistment should contain a clause that, mere enlistment should contain a clause that, mere enlistment of an agency does not bestow the right for automatic inclusion in the bidder list of any particular tender.

29.17 The Business Associate should comply the required SLA's of the future awarded contracts.

29.18 For ensuring a fair completion all applicant shall be required to give a declaration giving the names of other firms/agencies/partnership firm/wholly owned or partly owned subsidiary etc., where they are having financial /professional stakes and also give a certificate, if any, such firm/ agency are participating against the subject tender.

29.19 Cancellation of EoI. EoI may be cancelled under the following circumstance;

- a. Where there has been material change in the specifications.
- b. Where offer received do not fulfill the required specifications laid down in the EOI Notice even after techno-commercial clarification.
- c. Requirement ceases to exist.
- d. Any other reason in the interest of the Company.

20.20 Payments will be made on back to back basis i.e. on the receipt of payment from the customer.

EOI COVER LETTER

(On Organization Letter Head and Submitted with Technical EoI response)

EoI response ref No. : Date:

To,

General Manager / Signal

**RailTel Enterprises Limited,
6th Floor, 3rd Block, Delhi IT Park,
Shastri Park Delhi - 110053**

Ref : EOI No. REL/EoI/LTE/2020-21/03 Dated. 30.09.2020

Dear Sir,

1. I, the undersigned, having carefully examined the referred EOI offer to participate in the same, in full conformity with the said EOI and all the terms and conditions thereof.
2. I agree to abide by this Proposal, consisting of this letter, our Pre-qualification, Technical and Commercial Proposals, for a period of 180 days from the date fixed for submission of Proposals as stipulated in the EOI and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the successful Applicant for the aforesaid Service, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
4. I undertake, if our EoI response is accepted, to commence our services as per scope of work as specified in the contract document.
5. Until a formal Purchase Order or Contract is prepared and executed, this EoI response together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Signature of Authorised

Signatory Name
Designation

Brief of work done in past (MTRC/MCPTT Over LTE)
(On Organization Letter Head and Submitted with Technical EoI response)

EoI response Ref No. :

Date:

Ref: EOI No. - REL/EoI/LTE/2020-21/03 Dated. 30.09.2020

S. No	Name of work	Description of Work	Total Cost	Period		Customer /Railway	Remarks
				From	to		
1							
2							
3							
4							
5							

Signature of Authorised Signatory

Name

Designation

<u>DETAILS OF POINT OF CONTACT and COMPNAY</u>			
First Name		Last Name	
Designation			
Address for correspondence			
Contact Number (Office Landline)			
Mobile Number			
Official Email ID			
GSTN No (State wise)			
PAN No			
Bank Name			
Bank Branch			
Bank Account No			
IFSC Code			
Registered Address of Company			
CIN Number of Company			

Instructions to Applicants

e-Procurement is the complete process of e-Tendering from publishing of tenders online, inviting online EoI responses , evaluation and award of contract using the system. You may keep a watch of the tenders floated under <https://railtel.enivida.com>. The link of e-procurement portal is also given on our official railtel portal i.e www.relindia.in under TENDER TAB.

These will invite for online EoI responses. Applicant Enrolment can be done using **"Online Applicant Enrolment"**.

The instructions given below are meant to assist the Applicants in registering on the e-tender Portal, and submitting their EoI response online on the e-tendering portal as per uploaded EoI response.

More information useful for submitting online EoI responses on the eNivida Portal may be obtained at:

<https://railtel.enivida.com>

GUIDELINES FOR REGISTRATION:

1. Applicants are required to enrol on the e-Procurement Portal- <https://railtel.enivida.com> click on the link **"Applicant Enrolment "** available on the home page of e-tender Portal by paying the Registration fee of Rs.2000/-+Applicable GST. Once Paid, the Registration Fee is 'Non- Refundable'.
2. As part of the enrolment process, the Applicants will be required to choose a unique username and assign a password for their accounts.
3. Applicants 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 Applicants.
4. Upon enrolment, the Applicants will be required to register their valid Digital Signature Certificate (**Only Class III Certificates with signing + encryption key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.

5. Only valid DSC should be registered by a Applicant. Please note that the Applicants are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Applicant then logs in to the site through the secured log-in by entering their user ID/ password and the password of the DSC / e-Token.
7. The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.
8. After completion of registration payment, Applicants need to send their acknowledgement copy on our help desk mail id **eprocurement@railtelindia.com** for activation of account.

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF TENDER (EOI RESPONSE)

1. Applicant should take into account any corrigendum published on the tender document before submitting their EoI responses.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the EoI response.
3. Applicant, in advance, should get ready the EoI response documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. EoI response Original documents may be scanned with 100 dpi with Colour option

which helps in reducing size of the scanned document.

4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every EoI response, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the Applicants. Applicants can use “My Documents” available to them to upload such documents.
5. These documents may be directly submitted from the “My Documents” area while submitting a EoI response, and need not be uploaded again and again. This will lead to a reduction in the time required for EoI response submission process. Already uploaded documents in this section will be displayed. Click “New” to upload new documents.

SUBMISSION OF EOI RESPONSES

1. Applicant should log into the website well in advance for the submission of the EoI response so that it gets uploaded well in time i.e. on or before the EoI response submission time. Applicant will be responsible for any delay due to other issues.
2. The Applicant has to digitally sign and upload the required EoI response documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by REL.
3. Applicant has to select the payment option as “e-payment” to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Applicants are requested to note that they should necessarily submit their financial EoI responses in the format provided and no other format is acceptable. If the price EoI response 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 Applicants. Applicants 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 Applicant). No other cells should be changed. Once the details have been completed, the Applicant should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the Applicant, the EoI response will be rejected.
5. The server time (which is displayed on the Applicants’ dashboard) will be considered

as the standard time for referencing the deadlines for submission of the EoI responses by the Applicants, opening of EoI responses etc. The Applicants should follow this time during EoI response submission.

6. The uploaded tender documents become readable only after the tender opening by the authorized EoI response openers.
7. Upon the successful and timely submission of EoI response click “Complete” (i.e. after Clicking “Submit” in the portal), the portal will give a successful Tender submission acknowledgement & a EoI response summary will be displayed with the unique id and date & time of submission of the EoI response with all other relevant details.
8. 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 EoI response opening meetings.

For any clarification in using eNivida Portal:

1. 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.
2. Any queries relating to the process of online EoI response submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.

Please feel free to contact eNivida Helpdesk (as given below) for any query related to e- tendering.

Phone No. 011-49606060/9205898228

Mail id: - eprocurement@railtelindia.com

DOCUMENT CHECKLIST

S. No.	Document Name	Page No
1	EoI Fees paid through demand draft/online mode details	
2	EMD deposited through demand draft/online mode details	
3	Covering Letter indicating validity of EoI	
4	Certificate of Incorporation	
5	Turnover certificate	
6	GSTIN Registration Document	
7	Non - Blacklisting declaration	
8	Summary about Work-orders	
9	Affidavit for Criminal Background	
10	Duly Filled Form as annexure 03	
11	Power of Attorney/Authorization letter for signing and submission of the bid	
12	Copy of Bid document duly signed by authorized signatory on each page	
* Note: In case you have already applied for empanelment in RailTel/REL earlier in this category, Please check status before applying again in this EoI to avoid duplication.		
Bids to be submitted at-Railtel Enterprises Limited, 6th Floor, IIIrd Block, Delhi Technology Park, Shastri Park, Delhi – 110053		

PROFORMA FOR PERFORMANCE BANK GUARANTEE BOND
(On Stamp Paper of Rs one hundred)

(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Enterprises Limited, having its registered office at 6th Floor, IIIrd Block, Delhi Technology Park, Shastri Park, Delhi-110053 (Herein after called REL) having agreed to exempt(Hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Purchase Order 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, on 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 REL an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the REL 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 do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the REL 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 REL 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 REL any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Tenderer(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) / Tenderer(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 REL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till REL 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 REL that the REL 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 REL or any indulgence by the REL 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.

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

for
(indicate the name of the Bank)

1. Signature
Name
2. Signature
Name

Annexure-07

S. No.	Abbreviation	Meaning
1	BP/BA	Business Partner/Business Associate
2	EoI	Expression of Interest
3	NLD	National Long Distance
4	ISP	Internet Service Provider
5	QoS	Quality of Service
6	GST	Goods and Services Tax
7	PSU	Public Sector Undertaking
8	MoU	Memorandum of Understanding
9	EMD	Earnest Money Deposit
10	SLA	Service Level Agreement
11	NDA	Non-Disclosure Agreement
12	POC	Point of Contact
13	BG	Bank Guarantee
14	LTE	Long Term Evolution
15	MTRC	Mobile Train Radio Communication
16	REL	RailTel Enterprises Limited
17	MCPTT	Mission Critical Push to Talk