

**RAILTEL CORPORATION OF INDIA LIMITED**  
(A Govt. of India Undertaking)

**Expression of Interest for Selection of Partner from empanelled Business Associate for  
EXCLUSIVE PRE-BID TEAMING ARRANGEMENT**

**For**

**Upgradation and Expansion of 3G WCDMA Network to 4G LTE/ 5G NSA network**

**EOI No: RCIL/EOI/CO/MKT/EB/2021-21/Telecom Network Dated 29.07.21**

## EOI NOTICE

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

**EOI Notice No: EOI No: RCIL/EOI/CO/MKT/EB/2021-21/ Telecom Network Dated 29.07.21**

RailTel Corporation of India Ltd., (here after referred to as "RailTel") invites EOIs from RailTel's Empaneled Partners for the selection of suitable partner as Exclusive pre bid teaming arrangement for **Upgradation and Expansion of 3G WCDMA Telecom Network to 4G LTE/ 5G NSA network.**

The details are as under:

|   |  |                       |
|---|--|-----------------------|
| 1 | Last date for submission of EOIs by bidders        | 02/08//2021 15:00 Hrs |
| 2 | Opening of bidder EOIs                             | 02/08//2021 15:30 Hrs |
| 3 | Number of copies to be submitted for scope of work | One                   |
| 4 | EOI fees inclusive tax (Non-refundable)            | Rs. 5,000/-           |
| 4 | EMD for Pre-Bid Arrangement                        | Rs. 2,00,000/-        |

The EMD should be in the favor of RailTel Corporation of India Limited payable at Delhi through online bank transfer. Partner need to share the online payment transfer details like UTR No. date and Bank along with the proposal.

RailTel Bank Details: Union Bank of India, Account No. 340601010050446, IFSC Code - UBIN0534064.

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

**Level:1** Contact: Anish Singh Gusain  
Position: AGM/EB  
Email: anishgusain@railtelindia.com  
Contact: +91-9717644491

**Level:2** Contact: Shashidhar Uppal  
Position: Jt. GM/EB  
Email: Shashi\_uppal@railtelindia.com

**Level:3** Contact: K. Manohar Raja  
Position: Executive Director  
Email: kmr@railtelindia.com

Note:

1. All empaneled partners are required to submit soft copy of proposal through an e-mail at **eoiebc@railtelindia.com**, duly signed by Authorized Signatories with Company seal and stamp.
2. The EOI response is invited from eligible **Empaneled Partners of RailTel only**.
3. All the document must be submitted with proper indexing and page no.
4. This is an **exclusive pre RFP partnership arrangement with empanelled business associate of RailTel for participating in the end customer RFP**. Selected partner's authorised signatory has to give an undertaking they will not submit directly or indirectly their bids and techno-commercial solution/association with any other organisation once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to prospective organisation by RailTel). This undertaking has to be given with this EOI Response.
5. **Transfer and Sub-letting**. The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
6. **Relevant technical and commercial specification of RFP documents** of end user Organization can be **shared** to the authorized person of Business Associate on submission of proof of EOI fees for Rs. 5000/-, EOI -EMD for Rs. 2,00,000/- and Non Disclosure Undertaking (NDU) Document as per (Annexure-6 of this EOI) to RailTel.

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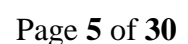
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**RailTel Corporation of India Limited (RailTel)**, an ISO-9001:2000 organization is a Mini Ratna Government of India undertaking under the Ministry of Railways. The Corporation was formed in Sept 2000 with the objectives to create nationwide Broadband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

For ensuring efficient administration across India, country has been divided into four regions namely, Eastern, Northern, Southern & Western each headed by Executive Director and Headquartered at Kolkata, New Delhi, Secunderabad & Mumbai respectively. These regions are further divided into territories for efficient working. RailTel has territorial offices at Guwahati, & Bhubaneswar in East, Chandigarh, Jaipur, Lucknow in North, Chennai & Bangalore in South, Bhopal, and Pune & Ahmedabad in West. Various other territorial offices across the country are proposed to be created shortly.

### Licenses & Service portfolio:

Presently, RailTel holds Infrastructure Provider -1, National Long Distance Operator, International Long Distance Operator and Internet Service Provider (Class-A) licenses under which the following services are being offered to various customers:



**a) Carrier Services**

- National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators
- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth & above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

**b) Enterprise Services**

- Managed Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above
- MPLS VPN: Layer-2 & Layer-3 VPN available for granularities from 2 Mbps & above
- Dedicated Internet Bandwidth: Experience the "Always ON" internet connectivity at your fingertips in granularities 2 Mbps to several Gbps

**c) DATA CENTER** Infrastructure as a services (IaaS), Hosting as Services, Security operation Centre as a Service (SOCaaS): RailTel has MeitY empanelled two Tier-III data centres in Gurgaon & Secunderabad. Presently RailTel is hosting critical applications of Indian Railways, Central & State government/ PSUs applications. RailTel will facilitate Government's applications / hosting services including smooth transition to secured state owned RailTel's Data Centers and Disaster Recovery Centres. RailTel also offers SOC as a Service 'SOCaaS'. In addition, RailTel offers VPN client services so that employees can seamlessly access government's intranet, applications securely from anywhere without compromising security.

- National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators
- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth & above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

**d) High-Definition Video Conference:** RailTel has unique service model of providing high definition video conference bundled with Video Conference equipment, bandwidth and FMS services to provide end to end seamless services on OPEX model connecting HQ with other critical offices. RailTel also offers application-based video conference solution for employees to be productive specially during this pandemic situation.

**e) Retail Services – RailWire**

RailWire: Triple Play Broadband Services for the Masses. RailTel has unique model of delivering broadband services, wherein local entrepreneurs are engaged in delivering &

maintaining broadband services and upto 66% of the total revenues earned are shared to these local entrepreneurs in the state, generating jobs and revitalizing local economies. On date RailTel is serving apprx 3,75,000 subscribers on PAN Indian basis. RailTel can provide broadband service across– Government PSU or any organisation's officers colonies and residences.

## 2. Project Background and Objective of EOI

RailTel intends to participate in an upcoming project from Government of India Organisation for **Upgradation and Expansion of 3G WCDMA Telecom Network to 4G LTE/ 5G NSA network.**

RailTel invites EOIs from RailTel's Empaneled Partners for the selection of suitable partner for participating in above mentioned work. The empaneled partner is expected to have the ability to take up the work on back to back basis and who has good connect with the customer and local environment.

## 3. Scope of Work

The broad scope of work is likely to be as per below: -

**It includes the Supply, Installation, Testing, Commissioning and O&M of below items:-**

1. 4G LTE-A/ 5G NSA Core
2. IMS
3. Router and backhaul
4. EMS
5. SMSC
6. Instant Messaging
7. Tools and Tester
8. Data Wall
9. Tower, GBT
10. Retractable Mast
11. SMPS
12. Air Conditioners

However, the final scope of work will be as mentioned in the end user RFP of organization for **Upgradation and Expansion of 3G WCDMA Telecom Network to 4G LTE/ 5G NSA network of organisation.**

*In case of any discrepancy or ambiguity in any clause/ specification pertaining to scope of work area, the Tender released by end Customer Organisation shall supersede and will be considered sacrosanct. (All associated clarifications, responses to queries, revisions, addendum and corrigendum, associated Prime Service Agreement (PSA)/ MSA/ SLA also included).*

## 4. Response to EOI guidelines

#### 4.1 Language of Proposals

The proposal and all correspondence and documents shall be written in English in soft copy through an email.

#### 4.2 RailTel's Right to Accept/Reject responses

RailTel reserves the right to accept or reject any response and annul the bidding process or even reject all responses at any time prior to selecting the partner, without thereby incurring any liability to the affected bidder or Business Associate or without any obligation to inform the affected bidder or bidders about the grounds for RailTel's action.

#### 4.3 EOI response Document

The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Submission of bids, not substantially responsive to the bidding document in every aspect will be at the bidder's risk and may result in rejection of its bid without any further reference to the bidder.

All pages of the documents shall be signed in ink by the bidder including the closing page in token of his having studied the EOI document and should be submitted along with the bid.

#### 4.4 Period of Validity of bids and Bid Currency

Bids shall remain valid for a period of **180 days** from the date LOI issued by the Organization for which bid is going to submit.

#### 4.5 Bidding Process (Single Packet System)

The bidding process will consist of single packet system.

#### 4.6 Bid Earnest Money (EMD)

- 4.6.1 The Business Associate shall furnish a sum as given in EOI Notice via online transfer from any scheduled bank in India in favour of "RailTel Corporation of India Limited" along with the offer. This will be called as **EOI EMD**.
- 4.6.2 Offers not accompanied with valid EOI Earnest Money Deposit shall be summarily rejected.
- 4.6.3 In case of Business Associate's offer is selected for bidding, a BA has to furnish Earnest Money Deposit (for balance amount as mentioned in the customer's Bid as and if applicable) as back to back arrangement for the bid to RailTel. The selected Business Associate shall have to submit a Bank Guarantee against EMD in proportion to the quoted value/scope of work to RailTel as back to back arrangement for the bid before submission of bid to end customer as and if applicable. Additionally, BA has to submit Integrity Pact Bank Guarantee for Rs. 70 Lakhs.



**4.6.4 Return of EMD for unsuccessful Business Associates:** EOI EMD of the unsuccessful Business Associate shall be returned without interest after completion of EOI process.

**4.6.5 Return of EMD for successful Business Associate:** EOI-EMD & back to back Earnest Money Deposit if applicable and Integrity Pact BG of the successful bidder will be discharged / returned as promptly as possible after the receipt of RailTel's EMD/BG on back to back basis from the Customer and or on receipt of Security Deposit Performance Bank Guarantee as applicable (clause no. 4.7) from Business Associate whichever is later.

**4.6.6 Forfeiture of EOI EMD or EOI EMD & Back to Back EMD and or Penal action as per EMD Declaration:**

- a) The EOI EMD may be forfeited and or penal action shall be initiated if a Business Associate withdraws his offer or modifies the terms and conditions of the offer during validity period.
- b) In case of non submission of SD/PBG (as per clause no. 4.7) lead to forfeiture of EOI EMD, back to back EMD if applicable and Integrity Pact BG and or suitable action as prescribed in the EMD Declaration shall be initiated as applicable.

#### **4.7 Security Deposit / Performance Bank Guarantee (PBG)**

**4.7.1** In case the bid is successful, the PBG also will have to be submitted to RailTel on back-to-back basis.

**4.7.2** In case work share arrangements are mutually agreed between RailTel and Business Associate then the PBG will be proportionately decided and submitted by the selected Business Associate.

#### **4.8 Last date & time for Submission of EOI response**

EOI response must be submitted to RailTel at the email address specified in the preamble not later than the specified date and time mentioned in the preamble.

#### **4.9 Modification and/or Withdrawal of EOI response**

EOI response once submitted will be treated, as final and no modification will be permitted. No correspondence in this regard will be entertained.

No Business Associate shall be allowed to withdraw the response after the last date and time for submission.

The successful Business Associate will not be allowed to withdraw or back out from the response commitments. In case of withdrawal or back out by the successful business associate, the Earnest Money Deposit shall be forfeited and all interests/claims of such Business Associate shall be deemed as foreclosed.

#### 4.10 Details of Financial bid for the above referred tender

The final bid for the tender will be prepared jointly with the selected Business Associate so that the optimal bid can be put with a good chance of winning the Tender.

#### 4.11 Clarification of EOI Response

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the Business Associate for clarification. The response should be in writing and no change in the price or substance of the EOI response shall be sought, offered or permitted.

#### 4.12 Period of Association/Validity of Agreement

RailTel will enter into a pre-bid agreement with selected bidder with detailed Terms and conditions.

### 5. Eligibility Criteria for Bidding Business Partner of RailTel

| <b>S No.</b> | <b>Particulars</b>   | <b>Criteria for Tender Package (Mandatory Compliance &amp; Document Submission)</b>   |
|--------------|--|---|
| <b>A)</b>    | <b>Financial Conditions</b>  |   |
| i)           | BA should be registered under Companies Act, 1956 or Companies Act 2013 or as amended and should have at least 3 years of operations in India as on bid submission date.               | 1. Certificate of Incorporation<br>2. GST Registration<br>3. PAN Card   |
| ii)          | BA individually should have a minimum cumulative annual turnover of <b>Rs. 450 Cr</b> during the last three financial years & current year (i. e. FY 2017-18, FY 2018-19, FY 2019-20). | Turnover Certificate issued by the Chartered Accountant. Certificate should contain UDIN no. issued by ICAI   |
| iii)         | BA should also have a positive net worth & be profitable in the last 3 financial years (FY FY 2017-18, FY 2018-19 & FY 2019-20)  | Positive Net Worth and Profitability Certificate issued by the CA for the last three financial years (FY 2017-18, FY 2018-19 & FY 2019-20). Certificate should contain UDIN no. issued by ICAI. |
| <b>B)</b>    | <b>Technical Conditions</b>  |   |
| iv)          | Business Associate should have experience of executing any project for Defense preferably Indian Air Force.  | Documentary evidence such as Certificate from Customer for satisfactory services/supply/Payments along with Customer's purchase orders/ work orders etc.  |
| v)           | BA should have tie up with OEM of 4G LTE / 5G NSA along with requisite MAF as per requirement of end customer RFP.   | a) OEM's Authorized Letter, MAF and minimum credential as per end customer eligibility criteria for OEM.<br>b) The BA will ensure and responsible for the successful submission of              |

| <b>S No.</b> | <b>Particulars</b>  | <b>Criteria for Tender Package (Mandatory Compliance &amp; Document Submission)</b>   |
|--------------|---|---|
|              |   | <p>compliant solution as stipulated for the OEM of 4G LTE/5G NSA.</p> <p>c) Self-certification duly signed by authorized signatory on company letter head that <i>BA should MAF and other documents required in the Organisation tender in favour of RailTel against the proposed products.</i></p> |
| vi)          | <p>BA should have credential of executing projects in Telecom /IT/ICT/ITES/ System Integration projects covering supply, installation, testing, commissioning, maintenance of Telecom/IT/ICT/ITES system/equipment and operations in India in last five years as on EOI submission date as under:</p> <ol style="list-style-type: none"> <li>1) Single project of Rs. 105 Cr<br/>OR</li> <li>2) Cumulative value of Rs. 120 Cr from two projects<br/>OR</li> <li>3) Cumulative value of Rs. 135 Cr from Three projects</li> </ol> | <p>Documentary evidence such as Certificate from Customer for satisfactory services/supply/Payments along with Customer's purchase orders/ work orders etc.</p> <p>Note: Partial completed work of minimum required values as given in this criteria shall also be considered.</p>                  |
| vii)         | The BA shall have at least 100 personnel on its payroll.  | Undertaking from authorised signatory or HR Head of the Company on its letter head.   |
| viii)        | The Bidder shall have the following valid ISO & CMMi certifications or with latest amendment: ISO-9001:2008, ISO-14001:2015, ISO-20000:2011, ISO-27001:2013, CMMI-3 or above  | Documentary evidence.   |
| <b>C)</b>    | <b>Annexures</b>  |   |
| ix)          | <b>Annexure 1</b>   | <b>Covering Letter:</b> Self-certification duly signed by authorized signatory on company letter head.  |
| x)           | <b>Annexure 2</b>   | <p>The Bidder should agree to abide by all the technical, commercial &amp; financial conditions of the end customer RFP for which EOI is submitted on back to back basis.</p> <p>Self-certification duly signed by authorized signatory on company letter head.</p>                                 |
| xi)          | <b>Annexure 3</b>   | An undertaking signed by the Authorized Signatory of the company to be provided on letter head. <i>The Bidder should not have been blacklisted/debarred by any</i>  |

| <b>S No.</b> | <b>Particulars</b>                                | <b>Criteria for Tender Package (Mandatory Compliance &amp; Document Submission)</b>                          |
|--------------|---|--|
|              |   | <i>Governmental/Non-Governmental Organization in India as on bid submission date.</i>                        |
| xii)         | <b>Annexure-4</b>                                 | Format for Affidavit to be uploaded by BA alongwith the tender documents.                                    |
| xiii)        | <b>Annexure-5</b>                                 | Non-disclosure agreements with RailTel.  |
| xiv)         | <b>Annexure-6</b>                                 | Non-disclosure Undertaking.  |
| xv           | Power of Attorney                                 | Power of Attorney and Board Resolution in favour of one of its employees who will sign the Bid Documents ( ) |
| xvi          | Additional Documents to be Submitted              | 1. Technical proposal<br>2. Network Architecture<br>3. Product Catalogues<br>4. Technical compliance         |
|              |   |  |
| xvii         | <b>Financial Price Bid (in Separate envelope)</b> | Schedule for Rates and Prices  |
|              |   |  |

## 5 Bidder's Profile

The bidder shall provide the information in the below table:

| <b>S. No.</b> | <b>ITEM</b>   | <b>Details</b> |
|---------------|---|----------------|
| 1.            | Full name of bidder's firm  |                |
| 2.            | Full address, telephone numbers, fax numbers, and email address of the primary office of the organization / main / head / corporate office  |                |
| 3.            | Name, designation and full address of the Chief Executive Officer of the bidder's organization as a whole, including contact numbers and email Address                                      |                |
| 4.            | Full address, telephone and fax numbers, and email addresses of the office of the organization dealing with this tender   |                |
| 5.            | Name, designation and full address of the person dealing with the tender to whom all reference shall be made regarding the tender enquiry. His/her telephone, mobile, Fax and email address |                |
| 6.            | Bank Details (Bank Branch Name, IFSC Code, Account number)  |                |
| 7.            | GST Registration number   |                |

## 6 Evaluation Criteria

8.1 The Business Associates are first evaluated on the basis of the Eligibility Criteria as per clause 5 above.

- 8.2 The Business Associate who fulfills the Eligibility criteria of Bidding BA shall be further evaluated on the basis of overall L1 offer (lowest bidder).
- 8.3 RailTel reserves the right to accept or reject the response against this EOI, 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 lead factor to the Business associate as per RailTel policy for shortlisting partner against this EOI.
- 8.4 All General requirement mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable.

## 9 Payment terms

- 9.1 All payments shall be paid on back to back basis (except Advance Payment). RailTel shall make payment to selected Business Associate after receiving payment from Customer. In case of any penalty or deduction made by customer, same shall be passed on to Business Associate.
- 9.2 All payments by RailTel to the Partner will be made after the receipt of payment by RailTel from Organisation.

## 10 SLA

The selected bidder will be required to adhere to the SLA matrix as defined in the **Organization** tender for his scope of work and the SLA breach penalty will be applicable proportionately on the selected bidder, as specified in the **Organization Tender**. The SLA scoring and penalty deduction mechanism for in-scope of work area shall be **followed as specified in the Tender**. All associated clarifications, responses to queries, revisions, addendum and corrigendum, associated Prime Services Agreement (PSA)/ MSA/ SLA also included. Any **deduction by Customer** from RailTel payments on account of SLA breach which is attributable to Partner will be passed on to the Partner proportionately based on the its scope of work.

**Note:** Depending on RailTel's business strategy RailTel may choose to work with Partner who is most likely to support in submitting a winning bid.

## **Annexure 1: Format for COVERING LETTER**

COVERING LETTER (To be on company letter head)

Eol Reference No:

Date:

To,

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

Dear Sir,

SUB: Participation in the Eol process

Having examined the Invitation for Eol document bearing the reference number \_\_\_\_\_ released by your esteemed organization, we, undersigned, hereby acknowledge the receipt of the same and offer to participate in conformity with the said Invitation for Eol document.

If our application is accepted, we undertake to abide by all the terms and conditions mentioned in the said Invitation for Eol document.

We hereby declare that all the information and supporting documents furnished as a part of our response to the said Invitation for Eol document, are true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us, our Eol is liable to be rejected.

We hereby Submit EMD amount of Rs. \_\_\_\_\_ issued vide \_\_\_\_\_ from Bank \_\_\_\_\_.

Authorized Signatory

Name

Designation

## **Annexure 2: Format for Self-Certificate & Undertaking**

Self-Certificate (To be on company letter head)

Eol Reference No:

Date:

To,

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

Dear Sir,

### **Sub: Self Certificate for Tender, Technical & other compliances**

- 1) Having examined the Technical specifications mentioned in this EOI & end customer tender, we hereby confirm that we meet all specification.
- 2) We \_\_\_\_\_ agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted on back to back basis (except pricing, termination & risk purchase rights of the RailTel). We understand and agree that RailTel shall release the payment to selected BA after the receipt of corresponding payment from end customer by RailTel (except for Advance Payment). Further we understand that in case selected BA fails to execute assigned portion of work, then the same shall be executed by RailTel through third party or departmentally at the risk and cost of selected BA.
- 3) We agree to abide by all the technical, commercial & financial conditions of the end customer's RFP for which EOI is submitted on back to back basis.
- 4) We hereby agree to comply with all OEM technical & Financial documentation including MAF, Technical certificates/others as per end to end requirement mentioned in the end customer's RFP. We are hereby enclosing the arrangement of OEMs against each of the BOQ item quoted as mentioned end customer's RFP. We also undertake to submit MAF and other documents required in the Organisation tender in favour of RailTel against the proposed products.
- 5) We hereby certify that any services, equipment and materials to be supplied are produced in eligible source country complying with OM/F. No. 6/18/2019 dated 23rd July 2020 issued by DoE, MoF.
- 6) We hereby undertake to work with RailTel as per end customer's RFP terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Criteria as required in the end customer's RFP terms and conditions like technical certificates, OEM compliance documents.

- 7) We understand and agree that RailTel is intending to select a BA who is willing to accept all terms & conditions on back to back basis. However, RailTel can have the option of retaining some part of work on mutual discussion where RailTel has competence.
- 8) We hereby agree to submit that in case of being selected by RailTel as BA for the proposed project (for which EOI is submitted on back to back basis), we will submit all the forms, appendix, relevant documents etc. to RailTel that is required and desired by end Customer on back to back basis well before the bid submission date by end customer and as and when required.
- 9) We hereby undertake to sign Pre Bid Agreement, Pre-Contract Integrity Pact and Non-Disclosure Agreement with RailTel on a non-judicial stamp paper of Rs. 100/- in the prescribed Format.

Authorized Signatory

Name & Designation



### **Annexure 3: Undertaking for not Being Blacklisted/Debarred**

<On Company Letter Head>

To,

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

Subject: **Undertaking for not Being Blacklisted/Debarred**

We, Company Name, having its registered office at Address

hereby declares that that the Company has not been blacklisted/debarred by any

Governmental/ Non-Governmental organization in India for past 3 Years as on bid submission date.

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Bidder's Company Seal:

#### Annexure 4: Format of Affidavit

##### FORMAT FOR AFFIDAVIT TO BE UPLOADED BY BA ALONGWITH THE EOI DOCUMENTS

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

I..... (Name and designation)\*\* appointed as the attorney/authorized signatory of the BA (including its constituents),

M/s \_\_\_\_\_(hereinafter called the ba) for the purpose of the EOI documents for the work of \_\_\_\_\_ as per the EOI No. \_\_\_\_\_ of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the behalf of the BA including its constituents as under:

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

DEPONENT  
SEAL AND SIGNATURE  
OF THE BA

#### VERIFICATION

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

DEPONENT

SEAL AND SIGNATURE  
OF THE BA

Place:

Dated:

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

**Annexure-5: Non-Disclosure Agreement (NDA) Format**

**CONFIDENTIAL AND MUTUAL NON- DISCLOSURE AGREEMENT**

**THIS AGREEMENT MADE ON THIS \_\_\_\_ DAY OF \_\_\_\_, 2020 AT New Delhi**

**BETWEEN**

\_\_\_\_\_ a company incorporated in India under the provisions of the Companies Act, 1956 and having its Registered Office at \_\_\_\_\_ (hereinafter referred to as "Company") represented by its Managing Director / CEO Mr./Ms \_\_\_\_\_ duly authorized for the same which expression shall unless repugnant to the meaning or context thereof be deemed to mean and include, its Directors, affiliates, successors and permitted assigns of the **FIRST PART**

**AND**

RailTel Corporation of India Limited, is a Government of India undertaking under the Ministry of Railways duly incorporated under the provisions of the Companies Act, 1956 and having its registered office and Corporate office at Plat-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi- 110023 (hereinafter referred to as "RailTel") , represented by Dy. General Manager/Law & CS Mr. J.S. Marwah duly authorized for the same which expression shall mean and include unless repugnant to the context, its successors, representative and permitted assigns of the **SECOND PART**

## WHEREAS

- A. Company is poised to provide \_\_\_\_\_ services to \_\_\_\_\_ for \_\_\_\_\_ project.
- B. RAILTEL is a Public Sector Undertaking (a 100% owned PSU under the Ministry of Railways), setup inter alia to exploit Indian Railway's large telecom infrastructure.
- C. COMPANY and RAILTEL are working-out/ negotiating a possible commercial and strategic business relationship (hereinafter Purpose).
- D. During the course of the above negotiations RAILTEL and COMPANY (including their affiliates may in conjunction with the purpose and for their mutual benefit, disclose to each other certain information being proprietary and/or of confidential nature, and/or RAILTEL and COMPANY may receive and share or be grant access by the other to such confidential and/or proprietary information which is considered trade secret, proprietary, confidential and/ or sensitive;
- E. The parties and its affiliates wish to ensure the protection and secrecy of their respective confidential information which may be disclosed, received or granted access to by the other party and wish to reduce to writing, their agreement in this respect.

**NOW THEREFORE** in consideration of the mutual promises, covenants and representations recorded herein by the parties hereto and such additional promises and understanding as are hereinafter set forth, the parties agree as follows:

### 1) Definition

For the purpose of this agreement, the term 'Confidential Information' shall mean and include any information or data of a scientific, technical, commercial or financial nature disclosed by the Disclosing party to the Receiving Party or which is obtained by a party from the other whether in writing, pictorially, in machine readable form, on disc, mail or orally, or by any other means/ modes of disclosure and including without limitation any information contained in any written or printed document, hardware, firmware and software, information related to technology and business activities (including, but not limited to, communication systems, telecommunication, business outlooks, revenue, pricing, trade secrets), computer programs, software (including, without limitations, code, software output, screen displays, file hierarchies and user interfaces), formulas, data, inventions, techniques, technology, know-how, processes, ideas, (whether patentable or not), schematics, specifications, drawings, product designs, product plants, programming, services, strategies, third party confidential information, and corporate and personnel statistics, customer lists (potential or actual) and other customer-related information, supplier information, sales statistics, market intelligence, marketing, business working, operations, parent, subsidiaries, affiliates and other business strategies and other commercial information of a confidential nature.

(a) The party disclosing the Confidential Information is referred herein to as "Disclosing Party" and the party to which such Confidential Information is disclosed is referred to herein as "Recipient Party".

(b) "Affiliate" of the Party shall mean the Company or other person who or which is either controlled by the respective Party or who controls the respective Party or who or which is controlled by same person/ entity who controls the respective Party, either by way of significant shareholding, voting rights or technical collaboration whether directly or indirectly through its affiliate.

- 2) Neither party shall be required to disclose any particular information (including but not limited to Confidential Information) to the other and disclosure of any such information shall be entirely voluntary and at the sole discretion of the parties and to the extent deemed necessary by it and is not intended to, and shall not, create any contractual or other relationship or obligation of any kind beyond the terms of this Agreement nor any provision or disclosure of information (including but not limited to Confidential Information) as contemplated hereunder, shall be construed as creating, conveying, transferring by one party on the other any rights, license or authority in or to the information provided. The parties hereto shall use the Confidential Information only for the limited purpose of exploring/ finalizing the possible business relationship between the parties hereto and for no other purpose whatsoever.
- 3) Both the parties acknowledge and understand that any exchange of confidential Information of any nature shall not commit or bind the other to enter into a contract or otherwise and that neither party shall rely on any information provided by the other as a commitment or an inducement to act or not to act in any given manner. Further neither party shall be liable to the other in any manner whatsoever for any decisions, obligation, costs or expenses incurred, changes in business practices, plans, organization, products, services or otherwise of the other, as a result of this Agreement or any exchange of Confidential Information hereunder.
- 4) Both the Parties agrees and undertake to regard and preserve as Confidential Information provided by each to the other or which may be disclosed, received or granted access to by either party or come to the knowledge of either party in any manner in connection with the negotiations for the possible business relationship.
- 5) (a) In maintaining the Confidential Information hereunder both parties agree that they shall not, without first obtaining the written consent of the other, disclose or make available to any person, firm or enterprise, reproduce or transmit, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except that either party may disclose any Confidential Information to its Directors, officers, employees, or advisors on a "need to know" basis to enable them to evaluate such "Confidential Information" in connection with the negotiation for the possible business relationship between the Parties hereto.  
  
(b) Both parties shall ensure that the said employee(s) and / or the said person(s) shall maintain confidentiality with regard to the disclosed Confidential Information, if

any, and shall issue suitable instructions and/or get suitable written undertakings or agreements executed to binds its employees and/or the said person(s) to the same obligations of confidence and safeguarding as the parties hereto and to adhere to the confidentiality/ non disclosure terms contained in this Agreement.

(c) Save and except for the purposes mentioned in clause (a) above both parties further agree that neither party will part with/ disclose any "Confidential Information" received by it to any other person directly or indirectly nor make copy(s) or reproduce in any way (including without limitation store in any computer or electronic system any written material/ documents containing "Confidential Information" and such written material/ documents will be retained under strict confidentiality by the receiving party.

(d) Both parties further agree that the confidential information which may pertain to or touch upon any regulatory aspects and/or dealings of either party with any statutory / government/ related agencies/ bodies, whether the said information is received verbally or in writing, will not be disclosed in any manner, either directly or indirectly, to any other persons except to its Directors, employees or advisors on a strictly 'need to know' basis.

(e) Both parties further agree to exercise the same degree of care that it exercises to protect its own Confidential Information of a like nature from unauthorised disclosure, but in no event shall a less than reasonable degree of care be exercised by either party.

- 6) It is mutually acknowledged and agreed that information shall not be considered "Confidential Information" to the extent, that such information : (a) at the time of disclosure was in the public domain or (b) is already known to the receiving party free of any confidentiality obligation at the time it is obtained from other party; or (c) after disclosure is or becomes publicly known or available through no wrongful act of the receiving party; or (d) is rightfully received from a third party without restriction or (e) is approved for release, disclosure, dissemination or use by written authorization from the Disclosing Party; or (f) is required to be disclosed pursuant to a requirement of a governmental agency or law so long as the parties provide each other with timely prior written notice of such requirement and provide all reasonable co-operation in regard to taking protective action against such disclosure requirement; or (g) is disclosed after expiry of 5 (five) years from the date of expiry or earlier termination of this agreement.

However, before any party discloses any Confidential Information under clause 6, either party (to the extent permitted by law) uses its best endeavour to:

- (a) inform other party of any circumstances and the information that will be disclosed

- (b) give the other party a copy of a legal opinion indicating that disclosure is necessary
- (c) consult with the other party as to possible steps including without limitation, protective orders or other appropriate remedy to avoid or limit disclosure and take those steps where they would not result in significant adverse consequences to the other party and
- (d) gain assurances as to the confidentiality from the body to whom the information is to be disclosed.

If either party is unable to inform the other party before confidential information is disclosed it will (to the extent permitted by law) inform the other party of the full circumstances of the disclosure and information that has been disclosed immediately after disclosure.

- 7) Both parties further agree and undertake not to disclose the information marked "Confidential Information" of the other to their agents or contractors without prior written approval from the other and without having first obtained from each agent or contractor a separate written agreement or undertaking binding them to the same obligations of confidence and safeguarding.
- 8) The parties further recognize that it may be necessary or appropriate for COMPANY to disclose Confidential Information to other Group Companies not named herein. For this purpose, COMPANY guarantees the observance and proper performance of other Group Company to whom Confidential Information is disclosed as above, of the terms and conditions of this agreement .
- 9) Both parties further agree to indemnify and keep indemnified each other against all actual loss and damage which the Disclosing Party may suffer as a result of any breach of this agreement by the Recipient Party of the Confidential Information. Provided always that
  - a. the Disclosing Party shall forthwith give written notice to the recipient Party of the loss and damage; and
  - b. the Recipient Party shall be furnished with satisfactory documentary evidence of such actual loss and damage.
- 10) Both parties further agree that upon termination/ expiry of this Agreement or at any time during its currency, at the request of the Disclosing Party the Recipient Party shall promptly (and in any case, within 15 days of request), deliver to the Disclosing Party all copies of the Confidential Information in its possession or under its direct or indirect control or shall destroy all memoranda, notes and other writings prepared by the recipient party or its affiliates, Directors, officers, employees or advisors to the extent the same are based on the confidential information with a written statement to the effect that upon such return the Receiving Party has not knowingly retained in its possession or under its control, either directly or indirectly, any Information or



copies of such (other than Confidential Information embedded in the Receiving Party's records).

The confidentiality obligations set out herein above shall survive any such return or destruction of Information. Further The provisions setout herein above shall not apply to copies of electronically exchanged Information made as a matter of routine information technology backup and to Information or copies thereof which must be stored by the receiving Party, its Affiliates or its advisers according to provisions of mandatory law, provided that such Information or copies thereof shall be subject to an indefinite confidentiality obligation according to the terms and conditions set forth herein.

- 11) Both parties acknowledge that the confidential information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties which afford them certain competitive and strategic advantage. Accordingly neither party will use the confidential information or strategies, plans, business activities, methods, process, information, and /or competitive and strategic advantage to the other.
12. Each party understands that the other party may currently or in the future be developing information internally, or receiving information from third parties that may be similar to the "confidential Information" Accordingly, nothing in this agreement will be construed as a representation or inference that either party will not develop products, or have products developed for it, or enter into joint ventures, alliances, or licensing arrangements that, without violation of this agreement, compete with the products or systems embodying the "confidential Information".
13. Except as specifically provided herein, disclosure of confidential information by either party pursuant hereto shall not be deemed to grant to the Recipient party, any rights, interest or property in such confidential information and accordingly both parties agree that they will not directly or indirectly claim or submit any application for grant of any patent, copyright, design right or other intellectual property Rights in, to or on the basis of the confidential information.
14. The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly notwithstanding anything contained in clause 18 hereof, the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach : provided , however, no specification in this confidentiality Agreement of a specific legal or equitable remedy shall be construed as a waiver or prohibition of any other legal or remedies in the event of a breach or threatened breach of this Agreement and the remedies specified herein shall be in addition to all other reliefs and remedies available to the parties under prevailing laws.
15. No failure or delay be either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise

or enforcement of any right, remedy or power preclude any further exercise or enforcement of any right, remedy or power preclude any single or partial exercise or enforcement thereof or the exercise or enforcement of any of any other right, remedy or power.

16. Each Party acknowledges that the other Party makes no representation or warranty as to the accuracy or completeness of any of the Information furnished by or on its behalf. Only those representations and warranties which are made in a final definitive agreement relating to the purpose of the disclosure of the Information will have legal effect.

Each party represents and warrants to the other that it is a corporation duly organised and validly existing in the jurisdiction of its incorporation. Each party represents that it has full corporate power and authority to enter into this Agreement and to do all things necessary for the performance of this Agreement. The Disclosing Party warrants that the Confidential Information has not been provided in breach of any other agreements having legal binding of any nature with the third party(s).

Unless documented and agreed otherwise in respect of any individual disclosure of Confidential Information, each party warrants that it will use its best endeavors to ensure that any Confidential Information it discloses or it intends to disclose to the other party under the provisions of this agreement is complete and accurate but PROVIDED ALWAYS that the disclosing party has exercised such best endeavors:

The parties acknowledge that:

- (a) such Confidential Information as is disclosed by the Disclosing party under this Agreement is accepted by the Receiving Party it at its own risk; and
- (b) it releases the Disclosing party from all claims, actions and suits in relation to such Confidential Information (including its use under this Agreement).

17. This agreement will be governed by the laws of India and jurisdiction shall be exclusively vested in the courts at New Delhi, India only.

18. If any matter arises between the parties about this agreement then the parties shall meet to discuss the matter and shall negotiate in good faith to endeavour to resolve the matter arising the matter however.

a. If any matter arising has not been resolved by the parties within thirty (30) days after the date the party raising the matter gave notice of it to the other party: then

b. the matter shall be submitted by either party to Arbitration. Arbitration shall be held in New Delhi, India. The arbitration shall be conducted as per the provisions of Indian Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof.

- c. Each party to the dispute shall appoint one Arbitrator each and the two Arbitrators shall appoint the third or the presiding Arbitrator. The arbitration proceedings shall be conducted in the English language. The courts of law at New Delhi, India alone shall have the jurisdiction. The arbitration award shall be final and binding upon the parties and judgement may be entered thereon, upon the application of either party to a court having jurisdiction.
- d. Each party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the parties unless the award otherwise provides.
19. This agreement shall not be assignable or transferable by either party without the written consent of the other party.
20. No license to a Party hereto, under any trademark, patent, copyright or any other intellectual property right, is either granted or implied by the conveying of Information to such party.
21. This agreement shall remain valid for a period of 3 (three) years from the date of execution of this Agreement which term may be extended by mutual consent in writing of both the parties. This agreement may be terminated by either party by giving 30 (thirty) days notice in writing to the other party without assigning any reason whatsoever. However, the obligations of each party hereunder shall survive the termination or earlier determination or expiry of this Agreement and shall continue and be binding upon the parties irrespective of whether the discussion between the parties materialize into a specific understanding/business relationship or not for a further period of 5 (five) years after termination / expiry of the Agreement.
22. All notices required by this Agreement shall be in writing, and shall be personally delivered, sent by registered post or by commercial courier, addressed as follows:

To Company: Mr/Ms \_\_\_\_\_

To RAILTEL:  
Attn: Company Secretary  
**RailTel Corporation of India  
Limited**, Plat-A, 6th Floor, Office  
Block Tower-2, East Kidwai Nagar,  
New Delhi- 110023

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of

facsimile transmission must be sent by registered post, by commercial carrier, or hand-delivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of four days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

23. This agreement supersedes all prior discussions and writings with respect to the confidential information and constitutes the entire Agreement between the parties with respect to the subject matter hereof and no modifications of this Agreement or waiver of the terms and conditions hereof shall be binding upon either of the parties hereto, unless approved in writing by an authorized representative of each party. In the event that any of the provisions of this Agreement shall be held by court or other Tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect and this Agreement shall be interpreted and construed accordingly.

24. This Agreement is executed in duplicate, each of which shall be deemed to be the original and both when sent together shall be deemed to form one and single document.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the date and year written above.

For

For **RailTel Corporation of India Ltd.**

Sign:

Sign:

Name:

Name:

Title:

Title: **Company Secretary**

## Annexure-6: Non-Disclosure Undertaking (NDU) Format

### **NON DISCLOSURE UNDERTAKING**

To,

**RailTel Corporation of India Limited**

Plate-A, 6th Floor, Office Block Tower-2,

East Kidwai Nagar, New Delhi-110023

(Hereinafter referred to as “**RailTel**” or “**Disclosing Party**” “**Tender Floating Agency**”)

We, \_\_\_\_\_(CIN:\_\_\_\_), a company duly incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_ (hereinafter referred to as the “**Bidder/Receiving Party**”, which expression shall, unless repugnant to or inconsistent with the context or meaning thereof mean and include its successors and permitted assigns), do hereby solemnly declare and state as follows:-

1. We are the Bidders/Prospective Bidders for the EOI floated by RailTel for upgradation of 3G WCDMA NW to 4G LTE/5G NSA NW of end user organization.
2. We are well aware that the said tender relates to for procurement of services and equipment for defence/ high security installations. Hence, being a prospective bidder, we agree and acknowledge that it becomes imperative on our part to maintain utmost confidentiality in relation to said tender.
3. We undertake that any information relating to said tender (hereinafter referred to as the Confidential Information) which is or will be disclosed/ divulged by RailTel as a Disclosing Party to us, will be received and treated by us as strictly confidential and we shall not, without the prior written consent of the RailTel or as expressly permitted herein, disclose or make available to any other person such information.
4. We agree and undertake that we shall use any such information relating to said tender only for the purpose of bidding in the tender and will not use for any other purpose whatsoever.
5. We further undertake that we will disclose such Confidential Information to our employees or Representatives only on a strict "need to know" basis, for the sole purpose of preparation and submission of our Bid subject to such employee or representative being bound by the confidentiality obligation hereunder. We shall be responsible for any breach of the terms of this Undertaking by us or by any of our employees or Representatives.
6. We undertake that we shall exercise no lesser security or degree of care than we apply to our own Confidential Information of an equivalent nature, but in any event not less than the degree of care which a reasonable person with knowledge of the confidential nature of the information would exercise.
7. We shall ensure that all such Confidential Information is kept safe and secured at all times and is protected from unauthorised access, use, dissemination, copying, theft or leakage.
8. We undertake that we shall at no time, discuss with any person, other than as permitted

under this Undertaking, the Confidential Information, or any other matter in connection with, or arising out of, the discussions or negotiations in relation to the Bid Process.

9. Without prejudice to any other rights or remedies that RailTel may have, we agree and acknowledge that in the event of a breach or threatened breach of the provisions of this Undertaking, money or damages may not be an adequate remedy for a breach of any of the provisions of this Undertaking and it is reasonable that the RailTel, in addition to any other relief or remedy that it may have, shall also be entitled to the injunctive relief, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Undertaking.
10. In case any loss or damages are incurred by RailTel owing to any breach or threatened breach by us, we undertake to hold RailTel harmless and indemnify in full to RailTel for any such loss.
11. We hereby represents and warrants that we have the requisite power and authority to execute, deliver and perform its obligations under this Undertaking.
12. The terms and conditions of this Undertaking shall inure to the benefit of and be binding upon the successors and permitted assigns of the Parties. The obligations under this Undertaking shall not be assigned or otherwise transferred in whole or in part by either party without the prior written consent of the other parties.
13. The obligation relating to confidentiality under this undertaking shall survive even after award of the project and successful completion of project.

**For and on behalf of\_\_\_\_\_**

**Authorised Signatory**