RAILTEL CORPORATION OF INDIA LTD.

(A Govt. of India Enterprise)
Territory Office: 2nd Floor, Exchange Building,
DRM Office, NER, Ashok Marg,
Lucknow (UP) 226001



Expression of Interest for Selection of an IT Partner

For

"SDWAN Solution at Various Customer Sites in Uttar Pradesh"

(Open for participation only to RailTel-Empanelled Business Partners)

EOI No: RCILNR-LKO/MKTG(EB)/ 2021/SDWAN dated 11.08.2021

EOI No: RCILNR-LKO/MKTG(EB)/ 2021/UPSRTC

Dt. 11.08.2021

To,

Dear SI Partner

Sub: Expression of Interest (EOI) for Selection of Systems Integrator & Implementation Partner for "SDWAN Solution at various customer sites in Uttar Pradesh".

Introduction:

With reference to above subject, RailTel Corporation of India Ltd. (RCIL) calls your attention for Selection of Systems Integrator & Implementation Partner for "SDWAN Solution at various Customer Sites in Uttar Pradesh".

Details of section which are being called is as enclosed

| 1 | EOI No | RCILNR-LKO/MKTG(EB)/ 2021/SDWAN |
|---|---|---|
| 2 | Publishing of EOI for empaneled SIs/BA | 11-Aug-2021 |
| 3 | Submission of EOI documents | 19-Aug-2021 by 03:00 PM |
| 4 | Opening of EOI documents | 19-Aug2021 by 03:30 PM |
| 5 | Estimated Cost of Work | Rs. 75,36,679/- (Inclusive All taxes) |
| 6 | Earnest Money Deposit (EMD)/ Bid | EMD declaration letter to be submitted by all bidders |
| | Security | as per Annexure-10. |
| | | Offers not accompanied with EMD declaration letter shall be summarily rejected. |
| 7 | Cost of EOI Document | Rs. 1770/- (Inclusive all taxes) (To be paid only at https://railtel.enivida.com) |
| 8 | Last date for requesting Clarification | 16-Aug2021 by 03:30 PM |
| 9 | Mode of submission | E-Bid submission only at https://railtel.enivida.com |

a. The rates should be inclusive of taxes, however, breakup of all the taxes charged by the BA/SI shall be shown separately. The BA/SI has to submit the breakup of all taxes at the time of submission of their "Tax invoices" also. The BA/SI has also to submit their GSTIN No. at the time of submissions of their "Tax invoices". In addition to it, the BA/SI should submit copy of GSTIN registration certificate for the states wherever applicable. In case of the successful BA/SI is not liable to be registered under CGST/IGST/UTGST/SGST Act, the RailTel shall deduct the applicable GST from his/their bill under RCM and deposit the same to the concerned tax authority. Vendor should file GST return and transfer credit of GST in RailTel account as per GST procedure.

b. The offers shall be opened on above said date, in the presence of those BA/SI, who choose to be present. If the above said date happens to be a holiday, the same shall be opened on the next working day.

c. EMD/Bid Security:

All the bidders have submit EMD declaration letter in given format in Tender document (Annexure-10). It shall be submitted online through https://railtel.enivida.com portal. Action will be taken as per EMD declaration letter if a bidder withdraws his offer or modifies the terms and conditions of the offer during validity period and in the case of a successful bidder, if the bidder fails to accept the Purchase order/LOA and fails to furnish performance bank guarantee (security deposit) in accordance with clause of EOI. **Offers not accompanied with EMD declaration letter shall be summarily rejected.**

d. Cost of EOI document:

Eligible Micro and Small Enterprises (MSEs) are exempted from cost of EOI document if they submit valid MSME registration document.

1. Background Information:

- a. RailTel is providing VPN & ILL connectivity to its user at various locations. As a part of service, connectivity of locations through SDWAN Solution is to be provided at customer location by RailTel for complete functioning of network.
- b. No information of this document or related to this work shall be shared with anyone without permission of RCIL.

2. Scope of Work:

The broad responsibility of the BA/SI under the scope of work for this EOI shall be as under:

- a) Supply of items conforming to specifications & requirements specified in EOI document & as per Schedule of Requirement i.e., hereinafter called as "Network".
- b) The BA/SI shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards of materials of the type ordered and shall perform in full conformity with the specifications. The BA/SI shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contract protection, deficiencies in circuit design and or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.

- c) The BA/SI shall give warranty of materials supplied by them for a period of 3 years from date of establishment and functioning of the network and acceptance of the customer of RailTel.
- d) If it becomes necessary for the BA/SI to replace any defective materials under the clause 'c', the provisions of the clause shall apply to the materials so replaced or renewed or until the end of the warranty period of 36 months from the receipt of material.
- e) Replacement under warranty clause shall be made by the BA/SI free of all charges at site including freight, insurance and other incidental charges.
- f) BA/SI shall provide SDWAN Solution along with necessary protected Last Mile Connectivity upto 20Mbps at the 65 customer sites for entire three years period. Last mile connectivity, Managed Service and SDWAN solution at all sites to be provided as per SOR.
- g) Bidders must submit MAF (Manufacturer Authorisation form)/ OEM Authorization Letter from reputed OEM as per annexure-8.
- h) The bidder should provide NMS tool to monitor and manage all the transport media terminated on the CPE.
- i) Last Mile Connectivity includes provision of Internet Connectivity of 20Mbps or more in dual mode i.e., Broadband/Internet Lease Line/LTE Connectivity etc to ensure failover/load balancing mode.
- j) SDWAN License/ Solution include necessary arrangement of Controller (Hardware & Software License), Central Location (Hardware & Software License) and Remote Locations (Hardware & Software License). However, existing hardware available at sites may be utilized for the purpose, if required.
- k) BA/SI Shall supply the required material preference to "Make in India".
- RailTel has already established MPLS VPN/ILL network over 200 &
 Central locations sites with CISCO Routers/Devices. The Solutions
 provided by successful bidder over required sites as per SOR, must be
 compatible/integrable to already existing network.

3. Selection Criteria:

a. Stage-I: Sealed proposals of only those BA/SIs will be entertained who are empanelled with RCIL and to whom EoI has been sent by RailTel, is and had submitted PBG/empanelment fees, in reference to their empanelment letter. The PBG/empanelment fees should be valid on opening of the bids. A copy of PBG/empanelment fees should be submitted along the technical-commercial bid.

b. Stage-II:

Qualification criteria:

- 1. There should not be any ongoing or past arbitration case(s) between RailTel/REL/Customer of RailTel and Applicant for the past two years on the last date of submission of EOI. **Self-Declaration is to be submitted in this regard.**
- 2. The bidder 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.
- 3. The Applicant should not be blacklisted by any State / Central Government / PSU / Autonomous Body on the last date of submission of EOI. Self-Declaration is to be submitted in this regard.
- 4. No Deviation Certificate as per annexure-3.
- 5. "The BA/SI shall submit a notarized affidavit (as per annexure-4) on a non-judicial stamp paper stating that they meet the 100% compliance requirements & all their statements/documents submitted along with the bid are true and factual. Standard format of the affidavit to be submitted by the bidder is given in the EOI document. Non submission of an affidavit by the bidder shall result in rejection of his/their bid and it shall be mandatorily incumbent upon the BA/SI to identify, state and submit the supporting documents duly self-attested by which they/he are/is qualifying the work experience/ Qualifying Criteria mentioned in the EOI Document. It will not be obligatory on the part of EOI Evaluation Committee to scrutinize beyond the submitted document of the BA/SI as far as his qualification for the EOI is concerned.

6. Minimum Qualifying Work Experience Required:

The tenderer must have successfully completed any of the following during last 07 (seven) and the current financial year, ending last day of month previous to the one month in which tender is invited:

- (a) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or
- (b) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or

(c) One similar work each costing not less than the amount equal to 60% of advertised value of the tender.

User certificate for this may be given as per an Annexure 5.

"Similar work" for this contract shall be -Tenderer as system integrator must have undertaken supply, installation, testing and commissioning of Network Connectivity/LAN/Wi-Fi/SDWAN including Router/Switch/server/Access Points".

NOTE: Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, PSU or any reputed TELCO, work experience certificate issued by Public listed company having average annual turnover of

Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

7.The tenderer must have received contractual payments in the previous three financial years and the current financial year up to the date of inviting of tender, at least 150% of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet & Profit Loss Statement duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

(Note: Client certificate from other than Govt. Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India).

8. The bidders are required to submit copy of the EOI document duly digitally signed by Authorized Signatories as a token of acceptance of terms & conditions of contract.

4. Duration of Engagement & Service Level Agreement

Three years from the date of issue of LOA/work order, however same may be extended if RailTel's customer extends the same for RailTel..

The service level agreement along with all the terms & conditions of RailTel customer will be back-to-back and if any penalty imposed by customer, accordingly the proportionate penalty (on bidders' scope of work) will be passed on to selected bidder.

5. RCIL's Right to Accept/Reject Bids:

RCIL reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected BA/SI or BA/SIs or without any obligation to inform the affected BA/SI or BA/SIs about the grounds of rejection by RailTel.

6. Bidding Document

The BA/SI 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 BA/SI's risk and may result in rejection of its bid without any further reference to the BA/SI.

All pages of the EoI documents shall be signed in ink by the BA/SI including the closing page in token of his having studied the EOI document. Original copy of EOI document is also to be submitted along with the offer.

7. Bid Validity

Bids shall remain valid for a period of 45 days from the date of opening of the bids. RailTel shall at its own discretion reject a bid validity of shorter period.

8. Bid Currency

The prices in the bid document shall be expressed in Indian Rupees only and price figures quoted wherever will be considered as expressed in Indian Rupees only.

9. Performance Guarantee:

Successful BA/SI shall submit performance guaranty the same should be submitted within 30 days of issue of LOA/PO. PO shall be issued by the following mile stone:

The successful bidder shall have to submit a Performance Guarantee (PBG) equivalent to the 3% of total contract value, within 30 days from the date of issue of Letter of Acceptance (LOA). A penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PBG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any, payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.

Warranty commence after the acceptance by the customer of RailTel. PBG shall remain valid for 3 Months after the completion of work & Warranty Period as per Scope of work.

A separate advice of the BG will invariably be sent by the BG Issuing Bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in interest of bidder to obtain RailTel Bank IFSC Code, Its Branch and address and advise these particulars to the BG Issuing Bank and request them to send advice of BG through SFMS to the RailTel's Bank.

The Performance Bank Guarantee shall be released after successful completion of the Contract, duly adjusting any dues recoverable from the successful BA.

performance guaranty value less than 5 lakhs to be submitted through Demand draft/RTGS etc mode with confirmation & requirement of Railtel as communicated during issuance of Letter of acceptance.

10. Modification and/or Withdrawal of Bids:

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

No BA/SI shall be allowed to withdraw the bid after the deadline for submission of bids.

If successful BA/SI withdraw or back out from the bid commitments, the BG submitted in reference to empanelment, shall be forfeited and all interests/claims of such BA/SI shall be deemed as foreclosed/rejected.

11. Variation in Quantity Clause:

Variation in Quantity: RCIL reserves the right to reduce or increase the quantity of any item as mentioned in the Annexure-1 but not more than 25% of total items mentioned in EoI. Accordingly, total contract value may change on the basis of the rates defined in the price bid.

12. Negotiation:

RCIL reserves the right to negotiate with the successful BA/SI in order to make the bid competitive.

13. Payment Terms:

Payment will be released as per the details given below:

- 1) **Item No.01:** 100% as per certification of RailTel Engineer for successful installation and commissioning of SDWAN Licence for successfully commissioned sites.
- 2) Item No.02: 100% payment yearly as per certification of RailTel Engineer for successful installation and commissioning of SDWAN Licence for successfully commissioned sites. Work under Item no.02 will be deemed completed when work under item no.03 for associated site is also complete regarding installation & commissioning of Last mile connectivity as desired.

3) **Item No.03:** Quarterly (100%) payment after every successful quarter as per certification of RailTel Engineer and as per no of site and months mentioned in SOR for successfully commissioned sites.

Any Penalty imposed by RailTel customer will be applicable to successful bidder on back to back basis.

Payment shall be released on submission of following documents:

- a) Tax Invoice as per GST Provision with bifurcation of basic price and GST, indicating the breakup of the GST for availing GST Credit. The Tax Invoices shall be raised state wise based on place of service and supply, in the name of RailTel Corporation of India Ltd.
- b) All Tax Invoices raised should be serially numbered as per GST provision.
- c) GST No. of RailTel & Vendor should be mentioned on the face of the Tax Invoices. Vendor should comply with all provisions of CGST/SGST/UGST Act.
- d) Bill Passing Authority: GM/Lucknow & Bill Paying Authority: Joint General Manager /Fin/NR/Delhi.
- e) Certificate for Fall Back Clause should be submitted.
- f) All statutory taxes applicable as per the rules (if applicable) shall be deducted at source from your bills.
- g) All payment shall be made in Indian Rupees only.
- h) Installation / Performance certificate issued by customer of RailTel.
- i) Delivery Challan if any duly accepted by Consignee.
- j) Warranty certificate of OEM/Supplier as per warranty clause 3.
- k) All payments to be made directly to the BA/SI through Online payment mode. For this purpose, the Contractor shall submit details of Bank Account as per RailTel's standard format. RailTel shall be entitled to deduct Income Tax in case applicable and other taxes at source in accordance with the provision of Income Tax Act/other taxation laws as applicable from time to time. In case of deduction necessary TDS certificates shall be issued by RailTel.
- 1) Labour cess on source cost will be deducted from the bills as per guideline of Govt. of India if applicable.
- m) Any deduction made by the customer of RailTel will be imposed on the BA/SI, on back to back basis.
- n) Copy/proof of valid Performance Guarantee.
- o) Inspection certificate issued by RCIL executive if any.
- p) Declaration regarding non applicability of e-invoicing if any.
- q) Declaration regarding non applicability of labour cess if applicable.
- r) Declaration regarding TDS/TCS rates as per section 206AB/206CCA under IT act.

14. Restrictions on 'Transfer of Agreement':

The successful BA/SI shall not assign or transfer its right in any manner whatsoever under the agreement to a third party or enter into any agreement for sub-contracting and/or partnership relating to any subject matter of the agreement to any third party either in whole or in any part i.e. no sub-contracting/partnership/third party interest shall be created with reference work/project assigned through this EoI.

15. Delivery Timeline:

Successful BA/SI have to complete the "SDWAN solution at various customer sites in Uttar Pradesh" in all aspects within 45 days from the date of issuance of LOA.

16. Liquidated Damage (LD):

RCIL reserve the right to impose the LD in case of delay in supply attributable to RCIL at the rate of 0.5% per week or part thereof for delayed stores which the successful BA/SI has failed to deliver within the period agreed for delivery in the contract subject to maximum of 10% of the total PO value. In certain categories of procurement, LD can also be levied on the successful BA/SI of the store supplied partially within the scope of the order/contract that could not be put to use due to late delivery of the remaining stores.

17. Liability under Agreement/EoI:

Except as provided in the EoI document, neither party i.e. RCIL and successful BA/SI shall be liable to each other party or any other party by virtue of termination of the EoI for any reason whatsoever for any claim for loss or profit or on account for any expenditure, investment, leases, capital improvements or any other commitments made by the other party in connection with their business made in reliance upon or by virtue of the EoI document.

18. Suspension, Revocation or Termination of agreement /EoI:

- 18.1 RailTel reserves the right to suspend the operation of the EoI, at any time, due to change in its own license conditions or upon directions from the competent government authorities, In such a situation, RailTel shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the EoI will not be a cause or ground for extension of the period of the EoI and suspension period will be taken as period spent. During this period, no charges for the use of the facility of the successful BA/SI shall be payable by RailTel.
- 18.2. RailTel may, without prejudice to any other remedy available for the breach of any conditions of EoI, by a written notice of Three month issued to the Successful BA/SI at its registered office, terminate/or suspend the agreement under any of the following circumstances:
 - 18.2.1 The successful BA/SI failing to perform any obligation(s) under the agreement.
 - 18.2.2 The successful BA/SI failing to rectify, within the time prescribed, any defect as may be pointed out by RailTel
 - 18.2.3 The successful BA/SI going into liquidation or ordered to be wound up by competent authority.
 - 18.2.4 If the successful BA/SI is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to RailTel in writing. In that case, the written notice can be modified by RailTel as deemed fit under the circumstances. RailTel may either decide to issue a termination notice or to continue the agreement by suitable modifying the conditions, as it feels fit under the circumstances.

18.2.5 It shall be the responsibility of the successful BA/SI to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of agreement is pending and if the Quality of Performance of Solution is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of successful BA/SI and Performance Bank Guarantee submitted along with empanelment letter shall be forfeited, without any further notice. Also, the PBG submitted for the EoI in context shall be forfeited, without any further notice.

18.2.6 Breach of non-fulfilment of Agreement conditions may come to the notice of RailTel through complaints or as a result of the regular monitoring. Wherever considered appropriate RailTel may conduct an inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the successful BA/SI or not. The successful BA/SI shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry. In case of default by the selected BA/SI in successful implementation and thereafter maintenance of work as per the conditions mentioned in the Scope of work and EoI, the PBG of successful BA/SI available with RailTel will be forfeited.

19. Dispute Settlement:

In case of any dispute concerning this order both the successful BA/SI and RailTel shall try to settle the same amicably through mutual discussion/negotiation. 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. Arbitrator shall be appointed by Chairman & Managing Director, RailTel Corporation of India Limited.

20. Force-Majeure under Agreement/EoI:

If at any time, during the continuance of this agreement, the performance in whole or in any part, by either party i.e RCIL and successful BA/SI, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the successful BA/SI, fire, floods, natural calamities or any act of God (hereinafter referred to as event), provided notice of happenings of any such event is given by the affected party to the other, within 21 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the agreement, nor shall either party have any such claims for damage against the other, in respect of such non-performance or delay in performance. Provided service under the agreement shall be resumed as soon as practicable, after such event comes to an end or ceases to exist. The decision of RailTel as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive. However, the force-majeure events noted above will not in any way cause extension in the period of the agreement.

21. Labour Laws to be complied by the successful BA/SI:

The successful BA/SI shall obtain a valid licence under the Contract Labour (RA) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The BA/SI shall also comply with the provisions of the Inter-State Migrant Work-men(Regulation of Employment and Conditions of Service) Act 1979. The successful BA/SI shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment Conditions of Service) Act, 1996 and the build-ing and other Construction Workers Welfare Cess Act, 1996. Any failure to fulfil these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

22. EoI Submission Details:

You are requested to submit the complete "Technical and Commercial Proposal" online using e-Procurement Portal https://railtel.enivida.com.

- 22.1. Single Packet Bid systems will be followed for this EOI with a Lowest Cost Based Selection Criterion. The bid should have a "Index" at the starting and all pages of bid should be serially numbered and should be traceable as per the "Index".
- 22.2. The bidder should take into account any Corrigendum to this EOI document that may have been published before submitting their bids. The bid is to be submitted online i.e. at RailTel"s e-Tender portal (www.railtel.enivida.com). Physical / Offline submitted bid will not be entertained.
- 22.3. Bidders in their own interest are advised to submit the bid well before the last date and hence to avoid any inconvenience at the last moment.
- 22.4. The bidder may modify or withdraw its bid after submission, prior to the deadline date and time prescribed for the bid submission in this EOI. Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted
- bid. No bid may be withdrawn in the interval between the bid submission last date and the expirations of the bid validity period. Withdrawal of a bid during this interval may result in the forfeiture of the bidders EMD or cancellation of empanelment of BA/SI with RailTel.
- 22.5. An Organization / Bidder can submit only "One Bid". Submission of multiple bids by a bidder will lead to rejection of all of its bids.
- 22.6 Tenderer shall quote in SOR provided in eNivida portal only. In case the schedule of requirements quoted by the tenderer is incomplete with reference to the EOI document, the offer is liable to be rejected.
- 22.7 The rates quoted should be written both in words and figures. The unit of rates should be in the metric system and as per EOI specification/schedule. In case of difference between words and figures, the rate in words will prevail. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser accordingly.
- 22.8 BA/SI are requested to go through all the conditions of the EOI document and note that, by submitting the EOI documents, duly signed, they have accepted these conditions and undertake to abide by these conditions (unless specifically disagreed to clause wise).

- 22.9 ATTESTATION OF ALTERATION: No scribbling is permissible in the EOI documents. EOI containing erasures and alterations in the EOI documents are liable to be rejected. Any correction made by the BA/SI in his/their entries must be signed (not initialed) by him/them.
- 22.10 **Power of attorney** in favor of the signatory duly authorizing the signatory shall be submitted online to the tendering authority before the due date and time of submission of the e-Tender.

In reference to the above, Bid Proposal should consist of:

- a. Copy of PBG/proof of empanelment fee submitted to RailTel in reference to their empanelment letter and LOA copy. The PBG should be valid on the date of opening of bids for the EoI in context.
- b. Price Bid in the format as per Annexure-1 on eNIVIDA portal
- c. Documents as per clause 4 b.

RailTel Office Add:

RailTel Corporation of India Ltd.

2nd Floor, Telephone Exchange Building, NE Railway DRM office, Ashok Marg, Hazratganj, Lucknow, UP-226001
Mob.900444419

23. Compliance to the EoI Document: BA/SIs should ensure compliance to all clauses of this EoI. Any deviation will lead to rejection of the EoI of BA/SI.

24. Contact Details

In case of any query/issue you may contact following officers: -

| S/N | Officer Name | Designation | Mobile No | Email |
|-----|---------------------|-------------|------------|--------------------------------|
| 1 | Sh. Nitish Vikram | Sr.Mgr/Lko | 9004444199 | nitish.vikram@railtelindia.com |
| | Singh | _ | | _ |
| 2 | Sh. Vineet Kushwaha | DGM/Mktg | 9717644444 | vkushwaha@railtelindia.com |
| 3 | Sh. Abhishek Singh | Mgr/LKO | 9717644293 | abhisheksingh@railtelindia.com |

It is advised that queries may be raised through e-mail communication for unambiguous revert cum clarification.

25. Agreemant:

The successful Tenderer shall within 30 days after award of contract be bound to execute an agreement based on accepted rates and conditions, in such form as the RailTel may prescribe, and lodge the same with the RailTel together with the conditions of contract, specifications and Schedule of prices referred to therein duly completed.

Format of agreement is as per Anneure-9.

26. CONSTITUTION OF FIRM AND POWER OF ATTORNEY.

- I. Any individual(s) signing the EOI or other documents connected therewith should specify whether he is signing:-
 - (a) As sole proprietor of the concern or as attorney of the sole proprietor;
 - (b) As a partner or partners of the firm;
 - (c) As a Director, Manager or Secretary in the case of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Association.
- II. In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and all other connected documents. The original Power of Attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.
- III. The RailTel will not be bound by Power of Attorney granted by the tenderer or by the changes in the composition of the firm made subsequent to the execution of the contract agreement.
- IV. In case where the Power of Attorney partnership deed has not been executed in English, the true and authenticated copies of the translation of the same by Advocate, authorized translators of Courts and Licensed Petition Writers should be supplied by the Contractor(s) while tendering for the work.
- V. The duly notorised Power of Attorney, Partnership Deed, Memorandum of Joint Venture as the case may be in original or duly signed.

Schedule of Requirement & Price BID

Attached Separately on enivida portal under Financial bidding option for bidding purpose.

Detailed quantitative SOR and technical specifications attached as annexure-2 for reference.

Schedule of Requirement & Price BID

Ref: RCILNR-LKO/MKTG(EB)/ 2021/SDWAN Dt. 11-08-2021

Schedule of Requirement:

| Sr. | Description | Qty | Rate/1st Year | Amount 1st Year | Amount 2nd Year | Amount 3rd Year |
|-----|---|-----|------------------|--------------------|--------------------|--------------------|
| 1 | Central Location SDWAN License to run 65 sites | 1 | 1,124,356.00 | 1124356 | 0 | 0 |
| 2 | SDWAN License 65 Location | 65 | 15,000.00 | 975000 | 975000 | 975000 |
| 3 | Last mile Connectivity charges upto 20 Mbps for 65 Location | 65 | 11,988.00 | 779220 | 779220 | 779220 |
| | | | Total | 2,878,576.00 | 1,754,220.00 | 1,754,220.00 |
| | | | GST | 518,143.68 | 315,759.60 | 315,759.60 |
| | | | Grand Total | 3,396,719.68 | 2,069,979.60 | 2,069,979.60 |
| | | | Grand Total | | 7,536,679 | |

| Schedule of Requirement | | | | |
|----------------------------------|--|--|--|--|
| Total Cost of work Incl. all Tax | Rs. 75,36,679/- | | | |
| Total inclusive Taxes (in words) | Rupees Seventy Five Lakhs Thirty Six Thousand Six Hundred Seventy Nine only | | | |

Note:

- 1. Warranty period of all the materials shall be minimum 3 year.
- 2. The location of installation of all above materials are distributed over the sites as mentioned in scope of work.
- 3. RailTel has already established VPN/ILL network over 200 & Central locations sites with CISCO Routers/Devices. The Solutions provided by successful bidder over required sites as per SOR, must be compatible to already existing network if any.
- 4. Along with SDWAN License, necessary hardware to be provided by successful bidder wherever applicable for end solution.
- 5. Bidders must submit MAF (Manufacturer Authorisation form)/ OEM Authorization Letter from reputed OEM as per annexure-8.

PROFORMA FOR STATEMENT OF DEVIATIONS

| (1) The following a specification. | re the particulars of de | viations from the requirements of the EOI |
|------------------------------------|---|--|
| Clause | Deviation | Remarks (including justification) |
| | | |
| | | |
| Signature and seal | | |
| of the BA/SI | | |
| | s no deviation, the stat ting "No Deviations". | ement should be returned duly signed with ar |

FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY BA/SI ALONGWITH THE EOI **DOCUMENTS**

| (To be execute The stamp paper | - | | | - | • | cial stamp paper of | the value of Rs | .100/ |
|-----------------------------------|------------|----------|--------|---------------|------------|-----------------------|------------------|-----------|
| Iattorney/author | | | | ` | | Designation)** | appointed | as the |
| M/s | izeu sigi | iatory o | | ` | _ | BA/SI) for the purp | ose of the EOI | |
| documents for | the | work | | | | / 1 1 | | as |
| per | the | EOI | | | | | | |
| No | | of (- | | RailTel), d | lo hereby | y solemnly affirm a | nd state on the | behalf of |
| the BA/SI inclu | ading its | constitu | ents | as under: | | | | |
| 1. I/we the BA | /SI (s), a | m/are si | gning | the docume | nt after o | carefully reading the | e contents. | |
| 2 I/Watha D | /SI(c) o | leo nece | at a11 | the condition | as of the | FOI and have signed | ad all the pages | in |

- 2. I/We the BA/SI(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. I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the EOI Document. In case of discrepancy noticed at any stage i.e. evaluation of EOIs, 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 alongwith the offer and the 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 the process for evaluation of EOIs, it shall lead to forfeiture of the EOI EMD besides banning of business for five years on entire RailTel. Further, I/we and all my/our constituents understand that (insert name of the BA/SI)** my/our offer shall be summarily rejected.
- 8. I/we also understand the 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, alongwith 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/SI

VERIFICATION I/we above named BA/SI 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/SI

Place: Dated:

USER'S CERTIFICATE

(Related to para 3.b (7) of tender document)

| 1. | (a)Name and complete address of the firm: | | | |
|----|--|--|--|--|
| | (b) Telephone numbers and Corporate email ID: | | | |
| 2. | Contract No. & Date : | | | |
| 3. | P.O. No. Date . | | | |
| 4. | Detailed scope of Work : | | | |
| 5. | Value of Work executed (during F.Y (2021-22) and past 7 financial year: against the P.O mentioned at item 3 above: | | | |
| 6. | Completion period as per P.O/Contract : | | | |
| 7. | Date of Commencement of work : | | | |
| 8. | Actual date of Successful completion : | | | |
| | | | | |
| | Signature of the use with Company Seal | | | |

CONTRACT PERFORMANCE GUARANTEE BOND

(On Stamp Paper of Rs one hundred)

(To be used by approved Scheduled Banks)

| In consideration of the RailTel Corporation of India Limited, Northern Region, 6 th Floor, Block III, Delhi IT Park, Shastri Park, Delhi-110053 (Hereinafter called the RailTel) having agreed to exempt |
|--|
| No dated made between RailTel |
| Corporation of India Limited and |
| (indicate the name of the Bank) hereinafter referred to as "the Bank") at the request of |
| We, |
| We,(name of bank) undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. |
| The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment. |
| We,(name of bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel |

under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have

E-TENDERING INSTRUCTIONS TO BIDDERS

Instructions for Online Bid Submission:

Following are the instruction for online bid submission as per the term and conditions:

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

More information useful for submitting online bids on the e-tender Portal may be obtained at: https://railtel.enivida.com

2. **REGISTRATION:**

- i. Bidders are required enroll on the e-Procurement Portal (URL: https://railtel.enivida.com) with clicking on the link "Online bidder Registration" on the e-tender Portal by paying the Registration fee of Rs.2360/- Per vendor/per year.
- ii. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- iii. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidder.
- iv. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- v. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC"s to others which may lead to misuse
- vi. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
- vii. The scanned copies of all original documents should be uploaded in pdf format on portal https://railtel.enivida.com.
- viii. After completion of registration payment, you need to sends your acknowledgement copy on our help desk mail id ewizardhelpdesk@gmail.com for activation of your account

SEARCHING FOR TENDER DOCUMENTS

- i. There are various search options built in the RailTel Corporation Of India Limited etender Portal, to facilitate bidders to search active tenders by several parameters.
- ii. Once the bidders have selected the tenders they are interested, they can pay the processing fee Rs.8850 (Including GST) (NOT REFUNDABLE) by net-banking / Debit / Credit card. After that respective contractor/Vendor may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective "requested" Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

PREPARATION OF BIDS

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

SUBMISSION OF BIDS

- i. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by RailTel.
- iii. Bidder has to select the payment option as "Online Payment" to pay the applicable fees and enter details of the instrument.
- iv. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

v. Deleted

- vi. The server time (which is displayed on the bidders" dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- vii. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Data storage encryption of sensitive

fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- viii. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- ix. Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking

"Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.

x. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- i. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- ii. Any queries relating to the process of online bid submission or queries relating to etender Portal in general may be directed to the 24x7 Helpdesk Support.

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

- 1. Helpdesk landline No: 011-49606060
- 2. Mr. Amrendra (8448288980)
- 3. Mr. Birendra Kumar (8448288988)

RailTel's Contact Person /Designation
RailTel Contact-1 (for general Information)
Sh.Nitish Vikram Singh, Sr.Mgr/ Technical
Telephone/ Mobile 9004444199

E-mail ID: nitish.vikram@railtelindia.com

2. Bid related Information for this Tender

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

Broad outline of submissions are as follows:

- 1. Submission of digitally signed copy of Tender Documents/Addenda
- 2. Single Packet
- 3. Online response to Terms & Conditions of Tender.
- 4. (Optional) Online Submission of modification, substitution bids for technical or financial parts, or withdrawal bid.

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

3. Online Submissions:

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

4. Submission of Eligibility Criteria related documents

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

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

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

5. Instructions for Tender Document TO THE BIDDERS

The RailTel Tenders are published on www.railtelindia.com and on RAILTEL E-NIVIDA Portal https://railtel.enivida.com/.

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

6. Submission of Offers and Filling of Tender:

This e-tender should be duly submitted online using the e-Procurement Portal https://railtel.enivida.com/. For detailed instructions please refer to RAILTEL E-NIVIDA Portal.

7. Attendance of Representatives for Tender Opening:

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

8. e- Reverse Auction: Deleted.

9. Addenda/ Corrigenda:

RailTel may issue Addenda/ Corrigenda to the tender documents prior to the date of opening of the tenders, to clarify or reflect modifications in the contract terms and conditions or in the design. Such addendum/corrigendum shall be available on RailTel e-Tendering portal https://railtel.enivida.com only. Bidders who are unable or unwilling to bring their tenders to conform to the requirements of the RailTel are liable to be rejected.

10. Ambiguity/Pre-Bid Clarification Requests (Optional):

If there is any ambiguity or doubt as to the meaning of any of the tender clauses/conditions or if any additional information required, the matter should immediately be referred to the RailTel in writing through emails to RailTel Contacts defined above within 3 days of publication of tender document.

11. Bid submission and Opening date:

a. The bid should be submitted online along with Credential/Techno commercial & Price bid document (all documents).

- b. Power of attorney in favour of the signatory duly authorizing the signatory shall be submitted in a separate envelope to the tendering authority before the due date and time of submission of the e-Tender.
- c. The bidder's bids will be opened at the time & date of opening of the tender given in the Bid Data Sheet (BDS) online simultaneous in presence of such Bidders/Representatives who choose to be present online. The Tenders/Representatives can also choose to be physically present in the office of RailTel for the Online Public Tender Opening Event.
- d. Bids received after due date and time shall be summarily rejected and shall not be opened.

Annexure-8

| General Manager, | | | |
|---|--|--|--|
| RailTel Corporation of India Ltd. | | | |
| | | | |
| ••••••••••••••••••••••••••••••••••••••• | | | |
| •••••• | | | |
| Dated: | | | |
| Subject: Manufacturer Authorisation form (MAF) to M/s | | | |
| ••••••••••••••••••••••••••••••••••••••• | | | |
| Ref: EOI Nodated | | | |
| Dear Sir, | | | |
| We, M/s, are established and reputed manufacturer and service provider of(Product details), having our registered office at We hereby authorise M/s (bidder name), to participate in bid and subsequently upon award of the bid to execute the supply and Installation & Commissioning of our range of products against your above said bid. | | | |
| We further extend our warranty for years for our range of products offered by M/s against the above-said bid. | | | |
| Thanking you, | | | |
| Best regards, | | | |
| Authorised Signatory | | | |

AGREEMENT (On stamp paper of Rs.100)

| (CA No |
|--|
| |
| This AGREEMENT is made at Lucknow on this day of two thousand an |
| Twenty One by and between RailTel Corporation of India Limited (A Govt. of India |
| undertaking) having its Registered & Corporate office at 6th Floor, Block III, Delhi IT Park |
| Shastri Park, Delhi-110053, acting in the premises through ED/Northern Region (hereinafte |
| referred to as 'RailTel', which expression should unless repugnant to the context or meaning |
| thereof include its successors and permitted assigns) of the one part; An |
| having its registered office at |
| acting in the premises through (hereafter referred to a |
| Contractor", |
| which expression should unless repugnant to the context or meaning thereof include it |
| successor and permitted assigns) of the other part. Whereas in response to a call for Tende |
| by RailTel for the work o |
| |
| |
| for RailTel Corporation of India Limited as per tender papers at Annexure 'A' read with |
| Corrigendumissued by RailTel hereto, the Contractor has submitted |
| Tender as per Annexure 'B' hereto AND WHEREAS the said Tender of the Contractor ha |
| been accepted for the wor |
| of" |
| " for RailTel Corporation of India Limited as per copy of Letter of Acceptance of |
| Tender No dated complete with enclosures at th |
| accepted rates and agreed deviations from tender papers as per Annexure-C hereto at contract |
| value of Rs (Rupees Only) duly accepte |
| (tapees of its) |
| by the contractor. |
| |
| by the contractor. |
| by thecontractor. Now this agreement witnesses that in consideration of the premises and the payment to b |
| by thecontractor. Now this agreement witnesses that in consideration of the premises and the payment to be made by the Purchaser (RailTel) to the Contractor provided for herein, the Contractor shall supply all equipment and materials and execute and perform all works for which the sail |
| by thecontractor. Now this agreement witnesses that in consideration of the premises and the payment to be made by the Purchaser (RailTel) to the Contractor provided for herein, the Contractor shall supply all equipment and materials and execute and perform all works for which the sail Tender of the Contractor has been accepted strictly according to the various provisions in |
| Now this agreement witnesses that in consideration of the premises and the payment to be made by the Purchaser (RailTel) to the Contractor provided for herein, the Contractor shall supply all equipment and materials and execute and perform all works for which the sail Tender of the Contractor has been accepted strictly according to the various provisions in Annexure 'B' and 'C' hereto and upon such supply, execute and performance to the |
| Now this agreement witnesses that in consideration of the premises and the payment to be made by the Purchaser (RailTel) to the Contractor provided for herein, the Contractor shall supply all equipment and materials and execute and perform all works for which the sail Tender of the Contractor has been accepted strictly according to the various provisions in Annexure 'B' and 'C' hereto and upon such supply, execute and performance to the satisfaction of the purchaser (RailTel) and the purchaser (RailTel) shall pay to the Contractor |
| Now this agreement witnesses that in consideration of the premises and the payment to be made by the Purchaser (RailTel) to the Contractor provided for herein, the Contractor share supply all equipment and materials and execute and perform all works for which the sail Tender of the Contractor has been accepted strictly according to the various provisions in Annexure 'B' and 'C' hereto and upon such supply, execute and performance to the satisfaction of the purchaser (RailTel) and the purchaser (RailTel) shall pay to the Contractor at the rates accepted as per the said Annexure 'C' and in terms of the provisions therein. |
| Now this agreement witnesses that in consideration of the premises and the payment to be made by the Purchaser (RailTel) to the Contractor provided for herein, the Contractor shall supply all equipment and materials and execute and perform all works for which the sail Tender of the Contractor has been accepted strictly according to the various provisions in Annexure 'B' and 'C' hereto and upon such supply, execute and performance to the satisfaction of the purchaser (RailTel) and the purchaser (RailTel) shall pay to the Contractor at the rates accepted as per the said Annexure 'C' and in terms of the provisions therein. IN WITNESS whereof both the parties have hereunto set and subscribed their respective |
| Now this agreement witnesses that in consideration of the premises and the payment to be made by the Purchaser (RailTel) to the Contractor provided for herein, the Contractor shall supply all equipment and materials and execute and perform all works for which the sail Tender of the Contractor has been accepted strictly according to the various provisions in Annexure 'B' and 'C' hereto and upon such supply, execute and performance to the satisfaction of the purchaser (RailTel) and the purchaser (RailTel) shall pay to the Contractor at the rates accepted as per the said Annexure 'C' and in terms of the provisions therein. IN WITNESS whereof both the parties have hereunto set and subscribed their respective hands and/or seals on the day and year respectively mentioned against their respective |
| Now this agreement witnesses that in consideration of the premises and the payment to be made by the Purchaser (RailTel) to the Contractor provided for herein, the Contractor shall supply all equipment and materials and execute and perform all works for which the sail Tender of the Contractor has been accepted strictly according to the various provisions in Annexure 'B' and 'C' hereto and upon such supply, execute and performance to the satisfaction of the purchaser (RailTel) and the purchaser (RailTel) shall pay to the Contractor at the rates accepted as per the said Annexure 'C' and in terms of the provisions therein. IN WITNESS whereof both the parties have hereunto set and subscribed their respective |
| Now this agreement witnesses that in consideration of the premises and the payment to be made by the Purchaser (RailTel) to the Contractor provided for herein, the Contractor shall supply all equipment and materials and execute and perform all works for which the sail Tender of the Contractor has been accepted strictly according to the various provisions in Annexure 'B' and 'C' hereto and upon such supply, execute and performance to the satisfaction of the purchaser (RailTel) and the purchaser (RailTel) shall pay to the Contractor at the rates accepted as per the said Annexure 'C' and in terms of the provisions therein. IN WITNESS whereof both the parties have hereunto set and subscribed their respective hands and/or seals on the day and year respectively mentioned against their respective |
| Now this agreement witnesses that in consideration of the premises and the payment to be made by the Purchaser (RailTel) to the Contractor provided for herein, the Contractor shall supply all equipment and materials and execute and perform all works for which the sail Tender of the Contractor has been accepted strictly according to the various provisions in Annexure 'B' and 'C' hereto and upon such supply, execute and performance to the satisfaction of the purchaser (RailTel) and the purchaser (RailTel) shall pay to the Contractor at the rates accepted as per the said Annexure 'C' and in terms of the provisions therein. IN WITNESS whereof both the parties have hereunto set and subscribed their respective hands and/or seals on the day and year respectively mentioned against their respectively signatures. |
| Now this agreement witnesses that in consideration of the premises and the payment to be made by the Purchaser (RailTel) to the Contractor provided for herein, the Contractor shall supply all equipment and materials and execute and perform all works for which the sail Tender of the Contractor has been accepted strictly according to the various provisions in Annexure 'B' and 'C' hereto and upon such supply, execute and performance to the satisfaction of the purchaser (RailTel) and the purchaser (RailTel) shall pay to the Contractor at the rates accepted as per the said Annexure 'C' and in terms of the provisions therein. IN WITNESS whereof both the parties have hereunto set and subscribed their respective hands and/or seals on the day and year respectively mentioned against their respectively signatures. Signed and delivered by Shri for and on behalf of RailTel |
| Now this agreement witnesses that in consideration of the premises and the payment to be made by the Purchaser (RailTel) to the Contractor provided for herein, the Contractor shall supply all equipment and materials and execute and perform all works for which the sail render of the Contractor has been accepted strictly according to the various provisions in Annexure 'B' and 'C' hereto and upon such supply, execute and performance to the satisfaction of the purchaser (RailTel) and the purchaser (RailTel) shall pay to the Contractor at the rates accepted as per the said Annexure 'C' and in terms of the provisions therein. IN WITNESS whereof both the parties have hereunto set and subscribed their respective hands and/or seals on the day and year respectively mentioned against their respectively signatures. Signed and delivered by Shri for and on behalf of RailTel Corporation of India Ltd. |
| Now this agreement witnesses that in consideration of the premises and the payment to be made by the Purchaser (RailTel) to the Contractor provided for herein, the Contractor shall supply all equipment and materials and execute and perform all works for which the sail Tender of the Contractor has been accepted strictly according to the various provisions in Annexure 'B' and 'C' hereto and upon such supply, execute and performance to the satisfaction of the purchaser (RailTel) and the purchaser (RailTel) shall pay to the Contractor at the rates accepted as per the said Annexure 'C' and in terms of the provisions therein. In WITNESS whereof both the parties have hereunto set and subscribed their respective hands and/or seals on the day and year respectively mentioned against their respectively signatures. Signed and delivered by Shri for and on behalf of RailTel Corporation of India Ltd. The contract within named in the presence of: |
| Now this agreement witnesses that in consideration of the premises and the payment to be made by the Purchaser (RailTel) to the Contractor provided for herein, the Contractor shall supply all equipment and materials and execute and perform all works for which the sail Tender of the Contractor has been accepted strictly according to the various provisions in Annexure 'B' and 'C' hereto and upon such supply, execute and performance to the satisfaction of the purchaser (RailTel) and the purchaser (RailTel) shall pay to the Contractor at the rates accepted as per the said Annexure 'C' and in terms of the provisions therein. In WITNESS whereof both the parties have hereunto set and subscribed their respective hands and/or seals on the day and year respectively mentioned against their respectively signatures. Signed and delivered by Shri |
| Now this agreement witnesses that in consideration of the premises and the payment to be made by the Purchaser (RailTel) to the Contractor provided for herein, the Contractor shall supply all equipment and materials and execute and perform all works for which the sail Tender of the Contractor has been accepted strictly according to the various provisions in Annexure 'B' and 'C' hereto and upon such supply, execute and performance to the satisfaction of the purchaser (RailTel) and the purchaser (RailTel) shall pay to the Contractor at the rates accepted as per the said Annexure 'C' and in terms of the provisions therein. IN WITNESS whereof both the parties have hereunto set and subscribed their respective hands and/or seals on the day and year respectively mentioned against their respectively signatures. Signed and delivered by Shri |
| Now this agreement witnesses that in consideration of the premises and the payment to be made by the Purchaser (RailTel) to the Contractor provided for herein, the Contractor shall supply all equipment and materials and execute and perform all works for which the sail Tender of the Contractor has been accepted strictly according to the various provisions in Annexure 'B' and 'C' hereto and upon such supply, execute and performance to the satisfaction of the purchaser (RailTel) and the purchaser (RailTel) shall pay to the Contractor at the rates accepted as per the said Annexure 'C' and in terms of the provisions therein. In WITNESS whereof both the parties have hereunto set and subscribed their respective hands and/or seals on the day and year respectively mentioned against their respectively signatures. Signed and delivered by Shri |

2. Signatures

| Date Name in Block Capitals Address: Signed and delivered by Shri. | for and on behalf of |
|---|----------------------|
| The contractor within named in the presence of: | |
| 1. Signatures | |
| Date | |
| Name in Block Capitals | |
| Address: | |
| 2. Signature | |
| Date | |
| Name in Block Capitals | |
| Address: | |
| Annexure 'A': EOI/Tender Paper No with corrigendum, i Annexure 'B': Letter of Acceptance /PO No with all enclosure Annexure 'C': Copy of Contract Performance Guarantee | • |

Annexure-10 EMD Declaration letter: (to be submitted by bidder)

To RailTel Corporation of India Ltd. 2nd floor, Telephone Exchange, NER DRM office, Ashok Marg Lucknow-226001

| NER DRM office, Ashok Marg Lucknow-226001 | | | | |
|--|--|--|--|--|
| Sub: EMD Declaration letter | | | | |
| Ref: EOI No: RCILNR-LKO/MKTG(EB)/ 2021/SDWAN dated 31.07.2021 | | | | |
| Dear Sir, | | | | |
| I/we M/s (name of bidder) | | | | |
| Diddon's Authorized representative | | | | |
| Bidder's Authorized representative. | | | | |

Annexure-11 (Tentative Site Locations) Central Locations: UPSTRTC HQ, LKO

Other 65 Sites:

| Distt | Territory | НQ | Depo/ WS/ RO | Detailed Address |
|--------------|--------------|--------------|-----------------|--|
| Bulandshahar | Delhi | BULANDSHAHAR | Workshop | Bulandshahar Depot, UPSRTC Workshop, Railway Road, Bulandshahar-203001 |
| Bulandshahar | Delhi | BULANDSHAHAR | Depo | Old Bus Stand, UPSRTC, Railway Road, Bulandshahar-230001 and New Bus Stand, UPSRTC, Chandpur Road, Near Tehsil, Bulandshahar-203001 |
| Bulandshahar | Delhi | SIKANDRABAD | Depo | Bus Station UPSRTC Sikandrabad, Near Dadri Gate Police Chowki, Gulaothi Road, Sikandrabad, Distt-Bulandshahar-203205 |
| Bulandshahar | Delhi | SIKANDRABAD | Workshop | UPSRTC Sikandrabad Depot, Near Dadri Gate Police Chowki, Gulaothi Road, Sikandrabad, Distt-Bulandshahar-203205 |
| Ghaziabad | Delhi NCR | KAUSHAMBI | Depo | Kasuhambi Bus Station, 1-A, Sahibabad Industrial Area, Site-4, Near Pacific Mall, Ghaziabad-201010 |
| Ghaziabad | Delhi NCR | KAUSHAMBI | Workshop | Workshop Kaushambi Depot, 1-A, Sahibabad Industrial Area, Site-4, Ghaziabad-201010 |
| Baghpat | Delhi | BARAUT | Depo | ARM Office UPSRTC Baraut, Near Police Chauki, Shaharanpur Delhi Road, Post- Baruat, Thana- Baraut, Tahshil- Baraut, Distt- Baghpat, Pin- 250611 |
| Baghpat | Delhi | BARAUT | Workshop | Workshop UPSRTC Baraut, Near Police Chauki, Shaharanpur Delhi Road, Post- Baruat, Thana- Baraut, Tahshil- Baraut, Distt- Baghpat, Pin- 250611 |
| Saharanpur | Delhi | CHUTMALPUR | Workshop | workshop utter pardesh rajaysadak parivahan nigam chutmalpur pin 247662 |
| Shamli | Delhi | SHAMLI | Depo | bus station rajay sadaka parivaha nigam shamli depot pin 247776 |
| Gr. Noida | Delhi NCR | GR.NOIDA | Depo | ARM OFFICE UPSRTC, KASNA, G NOIDA PIN- 201310 |
| Etah | Delhi | ЕТАН | Depo | ASSISTANT REGIONAL MANAGER OFFICE, U.P.S.R.T.C. AGRA ROAD, SANJAY NAGAR, ETAH 207001 |

| Etah | Delhi | ETAH | Workshop | DEPOT WORKSHOP, U.P.S.R.T.C. AGRA ROAD, SANJAY NAGAR, ETAH 207001 |
|--------------|-----------|-------------|----------|--|
| Etah | Delhi | ETAH | Depo | ETAH BUS STATION, G.T. ROAD ETAH 207001 |
| Hathras | Delhi | HATHRAS | Workshop | DEPOT WORKSHOP, U.P.S.R.T.C. VILL GIJROLI POST KUNWARPUR AGRA ROAD, HATHRAS 204101 |
| Bulandshahar | Delhi | NARORA | Workshop | DEPOT WORKSHOP NARORA , U.P.S.R.T.C. NEAR N.A.P.P. COLONY, RAJGHAT ROAD POST KALKATTI NARORA DIST BULANDSHAHAR 203389 |
| Bulandshahar | Delhi | NARORA | Depo | BUS STATION NARORA , U.P.S.R.T.C. NEAR N.A.P.P. COLONY, RAJGHAT ROAD POST KALKATTI NARORA DIST BULANDSHAHAR 203389 |
| Aligarh | Delhi | ATRAULI | Workshop | DEPOT WORKSHOP ATRAULI, U.P.S.R.T.C. VILL CHAUPUR HAUJ POST ATRAULI, RAMGHAT ROAD, ALIGARH 202280 |
| Aligarh | Delhi | ATRAULI | Depo | BUS STATION ATRAULI, U.P.S.R.T.C. NEAR PETH CHAURAHA POST ATRAULI, RAMGHAT ROAD, ALIGARH 202280 |
| Bijnore | Delhi | BIJNORE | Depo | ARM OFFICE , ROADWAYS BUS STATION BIJNORE, PIN CODE-246701, |
| Bijnore | Delhi | BIJNORE | Workshop | BIJNORE ROADWAYS WORKSHOP, CHANDPUR ROAD BIJNORE PIN CODE-246701 |
| Bijnore | Delhi | CHANDPUR | Workshop | BIJNORE ROADWAYS WORKSHOP, CHANDPUR ROAD BIJNORE PIN CODE-246701 |
| Bijnore | Delhi | CHANDPUR | Depo | BUS STATION , UPSRTC CHANDPUR,DISTRICT- BIJNORE, PIN CODE-246725, |
| Amroha | Delhi | AMROHA | Depo | ARM OFFICE UPSRTC BUS STATION, JOYA ROAD AMROHA, PIN CODE-244221 |
| Bareilly | lko | ROHILKHAND | Workshop | ROHILKHAND DEPOT WORKSHOP NEAR SATELITE BUS STATION BAREILLY 243001 |
| Mainpuri | Prayagraj | BEWAR | Workshop | DEPOT WORK SHOP, BEWAR DISTRICT MAINPURI PIN-205301 |
| Mainpuri | Prayagraj | BEWAR | Depo | BUS STATION BEWAR DISTRICT MAINPURI PIN- 205301 |
| Auraiya | Prayagraj | AURAIYA | Depo | ARM OFFICE BUS STATION AURAIYA DISTRICT AURAIYA PIN 206122 |
| Auraiya | Prayagraj | AURAIYA | Workshop | DEPOT WORKSHOP AURAIYA DISTRICT AURAIYA PIN 206122 |
| Kanpur | Prayagraj | VIKAS NAGAR | Workshop | S.Forman Vikad Nagar Depot, Kanpur PIN 208002 |
| Kanpur | Prayagraj | AZADNAGAR | Workshop | S.Forman Azad Nagar Depot Azad Nagar Kanpur PIN 208002 |
| Orai | Delhi | ORAI | Depo | U.P.S.R.T.C.KONCH BUS STATION ORAI DISTT.JALAUN PIN 285001 |

| Rath (Hamirpur) | Prayagraj | RATH | Depo | Near Kotwali, Rath Roadways bus station, Rath, District Hamirpur |
|--------------------|--------------|--------------|----------|---|
| Rath (Hamirpur) | Prayagraj | RATH | Workshop | Near Kotwali, Rath Roadways bus station, Rath, District Hamirpur |
| Hamirpur | Prayagraj | HAMIRPUR | Workshop | Infornt of DM Office Hamirpur roadways bus station, Hamirpur |
| Pratapgarh | Prayagraj | LALGANJ | Workshop | Lalganj Workshop Sital Mau Lalganj Ajhara Pratapgharh 230132 |
| Ballia | Lko | BALIA | Workshop | U.P.S.R.T.C. WORKSHOP, ZIRABASTI , BALLIA,277001 |
| Mau | Prayagraj | MAU | Workshop | MAU BUS STATION SAHADATPURA MAU 275101 |
| Varanasi | Prayagraj | VARANASI (R) | Depo | Assistant Regional Manager Office, Gramin Depot, UPSRTC, Cantt, Varanasi- 221002 |
| Varanasi | Prayagraj | CANTT | Workshop | Assistant Regional Manager Office, Cantt Depot, UPSRTC Varanasi- 221002 |
| Ghaziabad | Delhi NCR | - | RO | Regional Manager Office Ghaziabad Region, 1- A, Sahibabad Industrial Area, Site-4, Kaushambi, Near Pacific Mall, Ghaziabad- 201010 |
| Ghaziabad | Delhi | - | Workshop | REGIONAL WORK SHOP,UPSRTC, AMRIT NAGAR, GHAZIABAD, PIN-201009 |
| Moradabad | Delhi | - | Workshop | REGIONAL WORK SHOP, NEAR RAILWAY STATION , HARPAL NAGAR ,MORADABAD, PIN- 244001 |
| Kanpur | Prayagraj | - | RO | REGIONAL MANAGER OFFICE BESIDE DR RAM MANOHAR LOHIYA AZAD NAGAR KANPUR PINCODE 208002 |
| Ayodhya | Lko | - | Workshop | REGIONAL WORKSHOP, PAGALA BHARI MASHAUDHA, MOTI NAGAR AYODHYA-224201 |
| Azamgarh | Prayagraj | - | Workshop | REGIONAL WORK SHOP, SAMEDHA AZAMGARH, PIN-276128 |
| Varanasi | Prayagraj | - | Workshop | Service Manager Office, UPSRTC Cantt Varanasi- PIN-221002 |
| Kanpur | Prayagraj | - | RO | GENERAL MANAGER, U.P.S.R.T.C. , CENTRAL WORK SHOP, RAWATPUR KANPUR-208002 (U.P.) |
| Kanpur | Prayagraj | - | RO | TRAINING INSTITUTE UPSRTC ALLEN FOREST VIKAS NAGAR KANPUR-208002(U.P) |
| Kanpur | Prayagraj | - | RO | Dr.RML Workshop KNP VIKAS NAGAR KANPUR- 208002(U.P) |
| Kanpur | Prayagraj | - | Workshop | SERVICE MANAGER OFFICE KALPI ROAD FAZALGANJ KANPUR PINCODE 208005 |

| Kannauj | lko | KANNAUJ | Workshop | DEPOT WORKSHOP, JASAULI, DISTRICT KANNAUJ |
|------------|-----------|-------------|----------|---|
| Mainpuri | Delhi | MAINPURI | Workshop | DEPOT WORKSHOP, NAGALA-JULA, DISTRICT MAINPURI PIN-205001 |
| Mainpuri | Delhi | MAINPURI | Depo | KACHARI ROAD BUS STATION MAINPURI , DISTRICT MAINPURI PIN-205001 |
| Akbarpur | Lko | AKBARPUR | Depo | AKBERPUR DEPOT, AMBEDKAR NAGAR-224122 |
| Akbarpur | Lko | AKBARPUR | Workshop | AKBERPUR DEPOT, AMBEDKAR NAGAR-224122 |
| Azamgarh | Prayagraj | Dr.AMBEDKAR | Depo | 1.Mubarakpur bus station |
| Mau | Prayagraj | DOHRIGHAT | Workshop | UPSRTC WORKSHOP, DOHARIGHAT DEPOT, BUS STATION, 275303 |
| Mau | Prayagraj | DOHRIGHAT | Depo | DOHARIGHAT DEPOT, BUS STATION, 275303, DISS- MAU U.P. |
| Sonebhadra | Prayagraj | SONEBHADRA | Depo | Assistant Regional Manager Office, Sonebhdra Depot, UPSRTC Robertsganj- 231216 |
| Sonebhadra | Prayagraj | SONEBHADRA | Workshop | Assistant Regional Manager Office, Sonebhdra Depot, UPSRTC Robertsganj- 231216 |
| Sonebhadra | Prayagraj | SONEBHADRA | Depo | UPSRTC, Bus Stand, Sonebhdra, UPSRTC Robertsganj- 231216 |