

EOI NOTICE

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

EOI No: RCIL/EOI/COMKTG/VAB/25-26/IBS/02/E-47179 Dated: 28.05.2025

RailTel Corporation of India Ltd., (hereafter referred to as “RailTel”) invites Expression of Interest (EOI) for “Selection of Business Partner from RailTel’s Empaneled Partners for the Provision of In-building Solutions (IBS) for providing shared Mobile (Cellular) Coverage (2G/3G/4G/5G) at customer locations on revenue share model.”

The details are as under:

SCHEDULE OF EVENTS

1	Date of Publishing of EOI Notice	28-MAY-2025
2	Last date for submission of Bids against EOI	11-JUN-2025 at 15:00 Hours
3	Opening of Bids received against EOI	11-JUN-2025 at 15:30 Hours
4	Number of copies to be submitted	Single Stage (Single Packet System)
5	EOI document cost- inclusive of taxes (non-refundable)	Rs. 11,800/-
6	EOI processing fee- inclusive of taxes (non-refundable)	As per eNivida Portal
7	Earnest Money Deposit (EMD)	<p>EMD: EMD for an amount of Rs. 5,00,000/- (Rupees Five Lakh Only) is to be paid along with EOI through the E-Procurement portal of RailTel i.e. https://railtel.enivida.com or through online on RailTel bank account.</p> <p>RailTel Bank Details: Union Bank of India, Account No. 340601010050446, IFSC Code - UBIN0534064.</p> <p>Bidder needs to share the online payment transfer details like UTR No. date and Bank along with the proposal. EMD deposited shall not bear any interest.</p>
8	Bid Submission Mode	Online on https://railtel.enivida.com only.

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

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

Contact Details for this EOI:

Level:1 Contact: Sh. Rajnish Verma, AGM/VAB

Email: rajnish.verma@railtelindia.com

Contact: +91-9717644213

Level:2 Contact: Sh. Anand Singh Chandel, GM/VAB

Email: a.chandel@railtelindia.com

Contact: +91-9717644111

Note:

1. The EOI response is invited from eligible Empaneled partners (BA/SI) of RailTel only with valid PBG/empanelment fee with RailTel.
2. All the document must be submitted with proper indexing and page number duly signed and stamped at each page as a token of acceptance of EOI by authorized signatory of the Bidder/Partner.
3. Transfer and Sub-letting: The Business Partner has no right to give, bargain, sell, assign or sublet or otherwise dispose-off 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, except OEM.
4. Partner can submit their responses as an individual organization only. Consortium is not allowed.
5. Bidder has to agree to comply with all technical & financial documentation including Technical certificates/others as per end-to-end requirement mentioned in the EOI.
6. The selected bidder will have to accept all Terms & Conditions of EOI and Terms & Condition of the Customer of RailTel's Work order/Scope of Work on back-to-back basis.
7. Any corrigendum(s) issued by RailTel against pertinent EOI shall be the part and scope of this EOI document on back-to-back basis.
8. All the clauses of the customer RFP/Work order/Scope of Work shall be applicable on back-to-back basis including payment terms. SLA/Penalty/LD etc. will be passed on to the selected vendor on back-to-back basis in full.

9. Original copy of the POA, Non-Disclosure Agreement, Undertaking and Affidavit must be submitted by the successful bidder before signing the Pre-Bid agreement.
10. The EOI not accompanied by Earnest Money as mentioned or if any of the documents submitted by the tenderers is proved to be fraudulent, the offer will be summarily rejected & EMD will be forfeited.
11. **Return of EMD for unsuccessful Bidder:** The EOI EMD/Bid Security of unsuccessful Bidders will be returned by the RailTel on evaluation of the bid , without any interest, as promptly as possible or when the EOI Inviting Authority cancels the Bidding Process.
12. **Return of EMD for successful Bidder:** The EOI EMD/Bid Security of the successful bidder will be discharged / returned as promptly as possible after the receipt of Performance Security Deposit as per the terms of the EOI by the successful H1 bidder.
13. This is an exclusive pre-bid partnership arrangement with an empaneled business associate of RailTel for submitting the proposal/ participating in the Customer requirement/RFP for the Provision of In-building Solutions (IBS) for providing shared Mobile (Cellular) Coverage (2G/3G/4G/5G). The selected partner's authorized signatory has to give an undertaking that they will not submit directly or indirectly their bids and techno-commercial solution/association with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid/quote to the Customer of RailTel organization by RailTel). This undertaking has to be given with this EOI response.

RailTel Corporation of India Ltd
(A Navratna PSU under Ministry of Railways)



NOTICE INVITING EXPRESSION OF INTEREST (EOI)

EOI No.: RCIL/EOI/COMKTG/VAB/25-26/IBS/02/E-47179 Dated: 28.05.2025

Expression of Interest (EOI) for “Selection of Business Partner from RailTel's Empaneled Partners for the Provision of In-building Solutions (IBS) for providing shared Mobile (Cellular) Coverage (2G/3G/4G/5G) at customer locations on revenue share model.”

Issued by:

RailTel Corporation of India Ltd.

(A Navratna PSU under Ministry of Railways)

Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar,

New Delhi-110023

<https://www.railtelindia.com>

Disclaimer

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

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1. About RailTel

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

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

2. Background of EOI

RailTel Corporation of India Ltd (hereafter referred to as ‘RailTel’) an ICT arm of Indian Railways has been in the forefront of building innovative platforms and solutions and vision to build range of Information and Communication Technology (ICT) Services for its customers.

RailTel intends to submit a commercial proposal to the customer of RailTel to undertake work to provision of In-building Solutions (IBS) for providing shared Mobile (Cellular) Coverage (2G/3G/4G/5G) at customer locations under BA Policy on back-to-back basis on Turn-key basis and accordingly seeks to select a suitable partner for pre-bid teaming agreement for submitting proposal to various customer of RailTel.

Bidder has to agree to comply with all technical & Financial documentation including Technical certificates/others as per the requirement to deliver the scope of the work as mentioned in the scope of

work (Annexure-12).

3. Scope of Work and Partner Selection

The indicating scope of work shall be as per the Annexure-12 for “Selection of Business Partner from RailTel’s Empaneled Partners for the Provision of In-building Solutions (IBS) for providing shared Mobile (Cellular) Coverage (2G/3G/4G/5G) at customer locations on revenue share model.”

Special Note: RailTel may retain some portion of the work mentioned in the CoR’s PO/RFP.

- 3.1 Purpose of EOI: This EOI is proposed to select a suitable partner for fulfilling the customer requirement as per Annexure-12 for Selection of Business Partner from RailTel’s Empaneled Partners for Exclusive Pre-Bid teaming arrangement to provision of In-building Solutions (IBS) for providing shared Mobile (Cellular) Coverage (2G/3G/4G/5G) at customer locations under BA Policy on back-to-back basis”. In order to complete the same work, this EOI is being floated by RailTel.
- 3.2 The present proposal seeks the turnkey solution for carrying out CoR needs to provision of In-building Solutions (IBS) for providing shared Mobile (Cellular) Coverage (2G/3G/4G/5G) at customer locations. It is proposed to provide services as mentioned in Annexure-12.
- 3.3 Empaneled partners are required to submit bid (techno commercial bid) through Online on <https://railtel.enivida.com> only.
- 3.4 **Interested partners may note that this is a Single Stage-Single Packet Bid.**
- 3.5 Only those bids shall be opened, which have been submitted within the stipulated time as mentioned in this EOI document.

4. Compliance Requirements and Eligibility Criteria for Interested Bidders:

(A) Packet -1 (Stage-1:Technical Bid)

SN	Type	Description	Document Required
1	Empanelment	Bidder must be empaneled with RailTel as business	Copy of Empanelment letter issued by RailTel.

SN	Type	Description	Document Required
		associate/Business partner/System Integrator.	Empanelment should be valid as on date of submission of bid submission date.
2	POA	The bid should be duly signed and submitted by Authorised Signatory. The bidder has to submit the notarized on Rs. 100 of non-judicial stamp paper. Power of Attorney having authorised signatory's nomination along with board resolution in favour of power of attorney.	Bidder has to submit the Notarized Power of Attorney for the authorized person as per the Annexure-15
3	EMD payment	EMD payment	Bidder has to submit the proof of EMD payment along with the Bid.
4	Non- Black Listing	Bidder should not be backlisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body on the last date of submission of EOI	Bidder has to submit and undertaking on letterhead duly signed and stamped by authorized signatory for non black listing.
5	Land border sharing	Compliance to insertion of Rule 144(xi) in the GFR, 2017 vide office OM no. 6/18/2019-PPD dated 23-July-2020 issued by Ministry of Finance, Government of India, including revisions	Bidder has to submit undertaking.
6	No- arbitration with RailTel	There should not be any ongoing or past, arbitration case(s) between 'RailTel or Organizations under Indian Railways' and 'Interested Bidder' on the last date of submission of EOI	Bidder has to submit and undertaking on letterhead duly signed and stamped by authorized signatory for no ongoing or past, arbitration case(s) between RailTel and bidder
7	Unconditional Acceptance of EOI.	Undertaking on letter head duly signed and stamped by authorised signatory for unconditional Acceptance of the Scope of work along with all the terms & Conditions as per the EOI, corrigendum and addendum.	Bidder has to submit Undertaking on letterhead duly signed and stamped by authorised signatory for unconditional Acceptance of the Scope of work along with all the terms & Conditions of the EOI, corrigendum and addendum.
8	Turnover	The bidder should have minimum cumulative turnover in the previous three financial years, at least Rs. 75 Cr.	Audited Balance Sheet/ CA certificate with UDIN detail.

SN	Type	Description	Document Required
9	Work Experience	Bidder should have experience in the project related to In-building Solution of Mobile Coverage in Central/State Government/ Govt. undertakings/ UT's/ Autonomous Bodies/Listed Companies completed during the last 7 years as on bid submission date for at least of 3 project.	Copy of work orders/ Completion certificate/Agreement signed with customer.
10	Solvency Certificate	Bidder should submit the solvency certificate indicating an amount equal to or not less than Rs. 25 Crore.	Copy of Fresh Solvency Certificate issued by any scheduled Bank is required to be submitted.
11	Net worth Certificate	Bidder should also have a positive net worth & be profitable in each of the last 3 financial years	Audited balance sheets and Profit and loss statements certified by Chartered Accountant (CA) with UDIN number
12	Document	i. Certificate of Incorporation/ Registration Certificate ii. GST Registration iii. PAN Card iv. IP-1 Certificate	Bidder has to provide the valid document for each compliance.
Annexures:			
1	Annexure – 01	CHECKLIST OF DOCUMENTS FOR BID SUBMISSION	Bidder has to submit the checklist of document submitted along with the bid
2	Annexure - 02	EOI COVER LETTER	Bidder has to submit the EOI Cover letter
3	Annexure - 03	Local Content Compliance	Bidder has to submit the local content compliance
4	Annexure – 04	Commercial Bid	Bidder has to submit the quote as per the Price Bid Format Annexure-4
5	Annexure - 05	PROFORMA FOR PERFORMANCE BANK GUARANTEE	Bidder has to submit undertaking to accept the PBG format
6	Annexure-06	Non-Disclosure Agreement	Bidder has to submit the signed copy of NDA along with bid.
7	Annexure 07	Technical Compliance	Bidder has to submit the technical compliance along with the bid
8	Annexure 08	Pre-Bid Agreement	Will be signed with the L1 bidder after evaluation of the bid

SN	Type	Description	Document Required
9	Annexure – 11	AFFIDAVIT form	Bidder has to submit notarized affidavit as per the format enclosed along with the bid on Rs 100 stamp paper. If the bidder has not submitted the Annexur-11, bid shall be Summarily rejected.
10	Annexure-12	Scope of the Work	Bidder has to submit the unconditional acceptance of the scope of the work.
11	Annexure-14	Bidder profile	Bidder has to submit the detail of the bidder in the format as per Annexure-14.
12	Annexure-15	Power of Attorney Format	Bidder has to submit Notarized POA on a Rs 100/- Non Judicial Stamp.
13	Exclusive Bidding	Undertaking for exclusive bidding with RailTel	Bidder has to give Undertaking that they will not submit directly or indirectly their bids and techno-commercial solution/association with any other organization once selected in this EOI for pre-bid teaming arrangement/Submitting proposal to the customer (before and after submission of bid to the Customer of RailTel organization by RailTel)
Bidder who had submitted all the complied document as per the requirement of EOI shall be declared as technically qualified bidders .			

(B) Packet-1 (Price Bid) (Price bid will be evaluated/Considered for the technically qualified bidder only).

Bidder has to quote the price bid in the format as per annexure-4 considering the complete scope of the work. Price Bid of only those bidder shall be considered who are technically qualified.

- 4.1 Bid evaluation will be done based on above mentioned documents. The bidder will be selected on the Highest quote (H-1) offered by the bidder against the Total revenue share to be offered to RailTel per annum basis for complete 'Scope of Work' as mentioned in the EOI document. The so selected partner will

be termed as 'Commercially Suitable Partner (hereafter referred to as 'PARTNER')

- **It is re-mentioned, that the final selection of partner will be on the H-1 basis only from the technically qualified bidders. Further, RailTel reserves the right to have negotiation with the Partner.**

- 4.2 As of now, Eoi response from interested partners is invited considering that the selected partner will be responsible for delivering of complete 'Scope of Work'. **However, RailTel at its discretion, may take- up a certain portion / percentage of 'Scope of Work' by communicating to the Partner at any point of time during the engagement period.** (The day at which 'Partner' is declared, will mark the start of the engagement period. The period will be valid till completion of the work. The engagement period will get auto-extended to the period RailTel serves CoR for the concerned work, unless terminated earlier by RailTel as per terms and conditions mentioned in this Eoi document). In this scenario, commercial engagement with the Partner will be for that portion / percentage only, which has not been taken by RailTel. Accordingly, resultant value of work will be derived on the basis of negotiated (in case) commercial bid of the Partner.
- 4.3 Validity of the submitted bid (technical and commercial) should be 90 days from the last date of submission of bid.
- 4.4 RailTel will enter into a pre-bid agreement with selected H1 bidder with detailed Terms and conditions.
- 4.5 Final PO to the H1 bidder shall be issued on the final accepted rate (after negotiation if any) only after receiving the PO from the Customer of RailTel against which this EOI is published.

5. Proposal Preparation and Submission Cost

The interested partner is responsible for all costs incurred in connection with participation in this EOI process, including, but not limited to, cost incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of proposal, in providing any additional

information required by RailTel to facilitate the evaluation process or all such activities related to the bid process. RailTel will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. This EOI document does not commit to award a contract or to engage in negotiations.

6. Amendment to EOI Document

At any time prior to the deadline for submission of bids, RailTel, may, for any reason can modify the EOI document by an amendment. All the amendments made in the document would be informed by displaying on RailTel's (www.railtelindia.com) website and on RailTel E-Procurement portal i.e. <https://railtel.enivida.com/> only. The interested bidders are advised to visit the RailTel website and e-Nivida portal on regular basis for checking necessary updates. RailTel also reserves the rights to amend the dates mentioned in this EOI for bid process. RailTel may, at its discretion, extend the last date for receipt of Eoi response.

7. Bid Validity

- 7.1. Bid of Interested partners shall remain valid for the period of **90 days** from the last date of submission of EOI, as mentioned in this EOI document.
- 7.2. RailTel may request for an extension of the period of validity. The validity of the 'EMD', should also be suitably extended if the duration of bid submission is extended. The request and the responses thereto shall be made in writing through e-mail communication only. Further, whenever the bid validity extension is submitted by the interested partner, it should be ensured by interested partner that their PBG related to the empanelment should have minimum validity of 90 days from the last date of extended bid validity period.

8. Right to Terminate the Process

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

however, signify a commitment by RailTel to execute a contract or to continue negotiations. RailTel may terminate negotiations at any time without assigning any reason

9. Language of Bid

The bid prepared by the interested partner and all correspondence and documents relating to the bids exchanged by the bidder and RailTel, shall be written in English Language, provided that any printed literature furnished by the Bidder in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Authorised Signatory of the interested partner.

10. Submission of Bid

- 10.1 The interested bidder should take into account all corrigendum to this EOI document that have been published before submitting their EOI response. The bid is to be submitted in the mode as mentioned in this EOI document. EOI response submitted in any other mode will not be entertained.
- 10.2 Interested bidders in their own interest are advised to submit the EOI response well in time before the last date and hence to avoid any inconvenience at the last moment.
- 10.3 An Organization / Interested Bidder can submit only 'One EOI Response'. Submission of multiple EOI Response by interested bidder(s) may lead to rejection of all of its bid.
- 10.4 Empaneled partners are required to submit their bid response through online E-procurement portal of RailTel i.e. <https://railtel.enivida.com> only. Bid document should be signed by Authorized Signatories with Company seal and stamp.

11. Rights to Accept / Reject any or all EOI Response

RailTel reserves the right to accept or reject any EOI Response, and to annul the bidding process and reject all Bids at any time prior to award of the Contract, without thereby incurring any liability to the affected interested bidder(s), or any

obligation to inform the affected Bidders of the ground for RailTel's action.

12. Payment Terms

12.1. Selected partner (H1 Bidder) has to pay the calculated revenue share on Half yearly (with billing cycle as Apr' to Sep & Oct to March) in arrear basis. The start date of revenue share shall be from the date of commencement of Operator on-boarding at site but not later to 180 Days from the issuance of the LOA/LOI/work order from RailTel to Selected Bidder. If there is no operator after 180 days from the date of issuance of the LOA/LOI/work order, an amount of Rs. 25000/- per month basis shall be charged as penalty for not on-boarding the operator at site.

12.2. In case of any penalty or deduction made by customer for the portion of work to be done by bidder, same shall be passed on to Bidder and shall be payable by the selected bidder in full.

12.3. RailTel shall not pay any cost to the bidder for any scope of the work towards Provision of In-building Solutions (IBS) for providing shared Mobile (Cellular) Coverage (2G/3G/4G/5G) at customer locations.

12.4. Selected bidder has to share the invoices raised to the operator for calculating the revenue share amount. Revenue Share amount will be calculated on Total IP Fee.

12.5. GST will be charged over and above the calculated revenue share amount.

12.6. License Fee if any; as demanded by the customer of RailTel shall be payable by the selected bidder on actual basis.

12.7. Selected bidder has to pay the Management Fee per site basis against each LOI/LOA/Purchase Order as per the agreed rate.

12.8. All payment is to be made within 30 days from the date of issuance of Demand Note/Invoice. If payment is not released by due date then interest @15% will be charged from the above mentioned due date of payment. GST payable in addition at applicable rates.

13. Performance Bank Guarantee (PBG)

- 13.1 The Selected Bidder shall at its own expense, deposit with department, within fifteen (15) days of the notification of award (done through issuance of the LOA/Purchase Order / Work Order etc.) and communicated through email, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized/ Commercial Scheduled Indian Bank as per the format enclosed in this EOI, payable on demand, for the due performance and fulfilment of the contract by the Partner as Security Deposit.
- 13.2 The Following PBG is to be submitted by the bidder:
- The selected bidder has to submit the PBG for an amount of **Rs. 10,00,000/-** on issuance of the LOI/LOA under this EOI as an empanelment partner.
 - **In addition to that, the selected bidder has to submit the PBG amount as asked by the customer as per actual against each work order issued under this EOI. Bidder has to pay the PBG/Security Deposit in the form of NEFT/RTGS if the calculated amount of PBG is upto Rs. 5 Lakh.**
 - If there is delay in submission of the PBG by the bidder, Penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (Thirty) days from the date of issue of LOI/LOA/PO.
 - All charges whatsoever such as premium, commission, etc. with respect to the PBG shall be borne by the Partner/Selected Bidder. Besides, Partner needs to submit PBG issuing bank's SFMS report. The SFMS report is also to be submitted in case of renewal / extension of PBG.
- 13.3 The PBG shall be valid until 3 months beyond the last date of the contract period. The PBG may be discharged / returned by RailTel upon being satisfied that there has been due performance of the obligations of the Partner under the contract. However, no interest shall be payable on the PBG. In the event, Partner being unable to service the contract for whatsoever reason, RailTel would

invoke the PBG at its discretion. Notwithstanding and without prejudice to any rights whatsoever of RailTel under the contract in the matter, the proceeds of the PBG shall be payable to RailTel as compensation for any loss resulting from the Partner's failure to complete its obligations under the contract. RailTel shall notify the Partner in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Partner is in default.

- 13.4 RailTel shall also be entitled to make recoveries from the Partner's bills, PBG or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- 13.5 If the service period gets extended by virtue of extension of same by CoR, submitted PBG should also be amended (value and period) accordingly by the PARTNER.
- 13.6 During the contract period, RailTel may issue Purchase Order(s) for the additional works/ services ordered by CoR (in case) to RailTel. In such scenario(s) also, Clause No. 13.1. to Clause No. 13.5. are to be followed by the PARTNER.
- 13.7 In case the CoR has sought PBG of the contract in the terms of Indemnity Bond from RailTel, the selected bidder has to provide the equivalent value PBG from scheduled Bank to RailTel. No Indemnity Bond from Selected Bidder will be accepted in lieu of PBG from Scheduled Bank.
- 13.8 Detail for online SFMS confirmation using the plate form is as below
 - BG advising message – IFN 760COV/ IFN 767COV via SFMS
 - To mandatorily send the Cover message at the time of BG issuance.
 - IFSC Code of ICICI Bank to be used (ICIC00000007).
 - Mention the unique reference (RAILTEL6103) in field 7037.
 - Customer ID: 571916103,
 - Unique identifier for Field 7037: RCIL571916103.\

14. Details of Commercial Bid / Financial Bid

- 14.1 Interested partner should submit commercial bid as per format given in the EOI.
- 14.2 The revenue share percentage quoted by the H1 bidder will form basis of commercial transaction between RailTel and bidder.

15. Contract Duration and Variation

- 1. The contract duration shall be for a period of one year from the date of signing of the agreement under which RailTel shall issue the work order(s) to the selected bidder on the basis of the PO received from the customer of RailTel's. The contract duration under the work order issued shall be as per the contract duration with customer of RailTel on back to back basis until otherwise terminated earlier either by RailTel or Customer of RailTel. **An agreement will be signed with the H1 bidder. PO shall be issued after receiving the PO/LOA/Work order form the Customer of RailTel.**
- 2. **Variation in Contract** : Customer Sites will be added for Provision of In-building Solutions (IBS) for providing shared Mobile (Cellular) Coverage (2G/3G/4G/5G) at customer locations on receipt of the PO/work order/LOI/On Signing of agreement from customer of RailTel during the contract duration.

16. Restrictions on 'Transfer of Agreement'

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

17. Suspension, Revocation or Termination of Contract / Agreement

- 17.1 RailTel reserves the right to suspend the operation of the contract / agreement, 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 contract / agreement will not be a

cause or ground for extension of the period of the contract / agreement and suspension period will be taken as period spent. During this period, no charges for the use of the facility of the PARTNER shall be payable by RailTel.

17.2 RailTel may, without prejudice to any other remedy available for the breach of any conditions of agreements, by a written notice of One (01) month or as per CoR tender/Work order/Agreement condition whichever is earlier issued to the Partner, terminate/or suspend the contract / agreement under any of the following circumstances:

- i. The Partner failing to perform any obligation(s) under the contract / agreement.
- ii. The Partner failing to rectify, within the time prescribed, any defect as may be pointed out by RailTel.
- iii. Non adherence to Service Level Agreements (SLA) which RailTel has committed to CoR for the pertinent tender.
- iv. The Partner going into liquidation or ordered to be wound up by competent authority.
- v. If the Partner 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 suitably modifying the conditions, as deemed fit under the circumstances.
- vi. It shall be the responsibility of the Partner to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of contract / 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 which Partner's PBG related to contract / agreement along with PBG related to the Empanelment Agreement with RailTel shall be forfeited, without any further

notice.

- vii. Breach of non-fulfillment of contract / 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 bidder or not. The Partner shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry. In case of default by the Partner in successful implementation and thereafter maintenance of services / works as per the conditions mentioned in this EOI document, the PBG(s) of Partner available with RailTel can be forfeited.

18. Dispute Settlement

- 18.1 In case of any dispute concerning the contract / agreement, both the Partner and RailTel shall try to settle the same amicably through mutual discussion / negotiations. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and Conciliation 1996 or any amendment thereof. Place of Arbitration shall be New Delhi.
- 18.2 The arbitral tribunal shall consist of the Sole Arbitrator. The arbitrator shall be appointed by the Chairman & Managing Director (CMD) of RailTel Corporation of India Ltd.
- 18.3 All arbitration proceedings shall be conducted in English.

19. Governing Laws

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

20. Statutory Compliance

- 20.1 During the tenure of this Contract nothing shall be done by PARTNER in contravention of any law, act and/ or

rules/regulations, there under or any amendment thereof and shall keep RailTel indemnified in this regard.

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

21. Intellectual Property Rights

- 21.1 Each party i.e., RailTel and PARTNER, acknowledges and agree that the other party retains exclusive ownership and rights in its trade secrets, inventions, copyrights, and other intellectual property and any hardware provided by such party in relation to this contract / agreement.
- 21.2 Neither party shall remove or misuse or modify any copyright, trade mark or any other proprietary right of the other party which is known by virtue of this EOI and subsequent contract in any circumstances.

22. Severability

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

23. Force Majeure

- 23.1 If during the contract period, the performance in whole or in part, by other party, of any obligation under this is prevented or delayed by reason beyond the control of the parties including war, hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the parties), fire, floods, earthquakes, natural calamities or any act of GOD (hereinafter referred to as EVENT) , provided notice of happenings of any such event is given by the affected party to the other, within twenty one (21) days from the date of occurrence thereof, neither party shall have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided service under this contract shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.
- 23.2 In the event of a Force Majeure, the affected party will be excused from performance during the existence of the force Majeure. When a Force Majeure occurs, the affected party after notifying the other party will attempt to mitigate the effect of the Force Majeure as much as possible. If such delaying cause shall continue for more than sixty (60) days from the date of the notice stated above, the party injured by the inability of the other to perform shall have the right, upon written notice of thirty (30) days to the other party, to terminate this contract. Neither party shall be liable for any breach, claims, and damages against the other, in respect of non-performance or delay in performance as a result of Force Majeure leading to such termination.

24. Indemnity

- 24.1 The PARTNER agrees to indemnify and hold harmless RailTel, its officers, employees and agents (each an "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and

expenses (collectively, “Losses”) to which the Indemnified party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from:

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

24.2 Any payment made under this contract to an indemnity or claim for breach of any provision of this contract shall include applicable taxes.

25. Limitation of Liability towards RailTel

25.1 The PARTNER liability under the contract shall be determined as per the Law in force for the time being. The PARTNER shall be

liable to RailTel for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the PARTNER and its employees (direct or indirect), including loss caused to RailTel on account of defect in goods or deficiency in services on the part of PARTNER or his agents or any person / persons claiming through under said PARTNER, However, such liability of the PARTNER shall not exceed the total value of the contract.

- 25.2 This limit shall not apply to damages for bodily injury (including death) and damage to real estate property and tangible personal property for which the PARTNER is legally liable.

26. Confidentiality cum Non-disclosure

26.1 The Receiving Party agrees that it will not disclose to third party/parties any information belonging to the Disclosing Party which is provided to it by the Disclosing Party before, during and after the execution of this contract. All such information belonging to the Disclosing Party and provided to the Receiving Party shall be considered Confidential Information. Confidential Information includes prices, quotations, negotiated issues made before the execution of the contract, design and other related information. All information provided by Disclosing Party to the Receiving Party shall be considered confidential even if it is not conspicuously marked as confidential.

26.2 Notwithstanding the foregoing, neither Party shall have any obligations regarding non-use or non-disclosure of any confidential information which:

- a) Is already known to the receiving Party at the time of disclosure:
- b) Is or becomes part of the public domain without violation of the terms hereof;
- c) Is shown by conclusive documentary evidence to have been developed independently by the Receiving Party without violation of the terms hereof:
- d) Is received from a third party without similar restrictions and

without violation of this or a similar contract.

- 26.3 The terms and conditions of this contract, and all annexes, attachments and amendments hereto and thereto shall be considered Confidential Information. No news release, public announcement, advertisement or publicity concerning this contract and/or its contents herein shall be made by either Party without the prior written approval of the other Party unless such disclosure or public announcement is required by applicable law.
- 26.4 Notwithstanding the above, information may be transmitted to governmental, judicial, regulatory authorities, if so, required by law. In such an event, the Disclosing Party shall inform the other party about the same within 30 (thirty) Days of such disclosure.
- 26.5 This Confidentiality and Non- Disclosure clause shall survive even after the expiry or termination of this contract.

27. Assignment

Neither this contract nor any of the rights, interests or obligations under this contract shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of each of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this contract will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

28. Insurance: Not Applicable.

29. Exit Management

29.1 Exit Management Purpose

- a) This clause sets out the provision, which will apply during Exit Management period. The parties shall ensure that their respective associated entities carry out their respective obligation set out in this Exit Management Clause.
- b) The exit management period starts, in case of expiry of contract, at least 03 months prior to the date when the contract comes to an end or in case of termination contract, on the date when the notice of termination is sent to the PARTNER. The exit management period ends on the date

agreed upon by RailTel or Three (03) months after the beginning of the exit management period, whichever is earlier.

29.2 Confidential Information, Security and Data: PARTNER will promptly, on the commencement of the exit management period, supply to RailTel or its nominated agencies the following (if asked by RailTel in writing):

- a) Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to the project, project's customized source code (if any); any other data and confidential information created as part of or is related to this contract;
- b) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RailTel and its nominated agencies, or its replacing vendor to carry out due diligence in order to transition the provision of the services to RailTel or its nominated agencies, or its replacing vendor (as the case may be).

29.3 Employees : Promptly on reasonable request at any time during the exit management period, the PARTNER shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide RailTel a list of all employees (with job titles and communication address), dedicated to providing the services at the commencement of the exit management period; To the extent that any Transfer Regulation does not apply to any employee of the PARTNER, RailTel or the replacing vendor may make an offer of contract for services to such employees of the PARTNER and the PARTNER shall not enforce or impose any contractual provision that would prevent any such employee from being hired by RailTel or any replacing vendor.

29.4 Rights of Access to Information: Besides during the contract period, during the exit management period also, if asked by RailTel in writing, the PARTNER shall be obliged to provide an access of

information to RailTel and / or any Replacing Vendor in order to make an inventory of the Assets (including hardware / software / active / passive), documentations, manuals, catalogues, archive data, Live data, policy documents or any other related material.

Note: RailTel at its sole discern may not enforce any or all clauses / sub-clauses under the 'Exit Management' clause due to administrative convenience or any other reasons as deemed fit.

30. Liquidated Damages

- If the successful bidder fails to execute the work within the time specified in this EOI or within the period of extension granted, RailTel may deduct penalty at the rate of 0.5% on per week or part thereof on the uncompleted portion of work (rounded off to the nearest whole number) for the actual delay, if delay is on successful bidder account, occasioned beyond the appointed time by which the work shall have been completed under the contract.
- The total value of LD/penalty shall be deducted from the vendor bills as deducted by the Customer of RailTel (CoR) on back-to-back basis.
- If the total value of penalty on account of delay in implementation exceeds 10%, RailTel will be within its rights to terminate the contract.

31. Waiver

Except as otherwise specifically provided in the contract, no failure to exercise or delay in exercising, any right, power or privilege set forth in the contract will operate as a waiver of any right, power or privilege.

32. Local Content Compliance:

- a) Only 'Class-I local supplier' and Class-II local supplier', as defined under the order no.- P-45021/2/2017 -PP (BE-II) dt. 4th June 2020 issued by Ministry of Commerce and Industry and reiterated by Railway Board Order no.- 2020/RS (G)/779/2 dt.12.06.2020, shall be eligible to bid in this EOI. Subsequent OM no. P-45021 dt.21.06.2017, PP-(BE-II) (E-1588) dt. July 27, 2020, OM No. P-45021/130/2020PP(BE-II)(E-435185) dt. July 9, 2020, OM No. P-45021/2/2017-PP(BE-II) dated September 16, 2020 of Ministry of

Commerce and Industry shall also be applicable.

- b) 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% , as defined in the aforesaid order.
- c) 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50% , as defined in the aforesaid order.
- d) 'Non local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to or 20%, as defined in the aforesaid order. Any offer submitted entity shall not be considered.
- e) The margin of Purchase Preference to 'Class-I local supplier' shall be 20%, 'Class-II local supplier', 'Non local supplier' shall not be eligible for any purchase preference in this EOI.

i. **The Subject EOI is not divisible in nature and the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non local supplier'. Class-II local supplier' will not get any purchase preference.**

ii. The procedure to be followed in this EOI shall be as per para 3 A (c) of the aforesaid order.

iii. Verification of local content:- The bidders are required to furnish required certificate as defined in Para-9 of the order no.- P-45021/2/2017-PP (BE-II) dt. 4th June 2020. Submission of the requisite certificate as defined in Para-9 as mentioned above is mandatory.

33. Work Execution Time:

Bidder has to execute the work as per the terms & conditions mentioned in the customer scope of work document immediately from the date of Advance LOA/Purchase order.

34. Changes in Contract Agreement

No modification of the terms and conditions of the Contract Agreement shall be made except by written amendments signed by the both PARTNER and RailTel. If any condition is changed by the Customer of RailTel, the same shall be applicable on back to back basis to Selected Bidder.

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Annexure – 01

CHECKLIST OF DOCUMENTS FOR BID SUBMISSION

SN	Type	Description	Page No.
1	Empanelment	Bidder must be empaneled with RailTel as business associate/Business partner/System Integrator.	
2	POA	The bid should be duly signed and submitted by Authorised Signatory. The bidder has to submit the notarized on Rs. 100/- non-judicial stamp paper. Power of Attorney having authorised signatory's nomination along with board resolution in favour of power of attorney as per format Annexure-15.	
3	EMD	EMD payment detail	
4	Non- Black Listing	Bidder should not be backlisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body on the last date of submission of EOI	
5	Land border sharing	Compliance to insertion of Rule 144(xi) in the GFR, 2017 vide office OM no. 6/18/2019-PPD dated 23-July-2020 issued by Ministry of Finance, Government of India, including revisions	
6	No- arbitration with RailTel	There should not be any ongoing or past, arbitration case(s) between 'RailTel or Organizations under Indian Railways' and 'Interested Bidder' on the last date of submission of EOI	
7	Unconditional Acceptance of EOI.	Undertaking on letter head duly signed and stamped by authorised signatory for unconditional Acceptance of the Scope of work along with all the terms & Conditions as per the EOI, corrigendum and addendum.	
8	Turnover	The bidder should have minimum cumulative turnover in the previous three financial years at least Rs. 75 Cr.	
9	Work Experience	Bidder should have experience in the project related to In-building Solution of Mobile Coverage in Central/State Government/ Govt. undertakings/ UT's/ Autonomous Bodies/Listed Companies completed during the last 7 years as on bid submission date for at least of 3	

SN	Type	Description	Page No.
		project.	
10	Solvency Certificate	Bidder should submit the solvency certificate indicating an amount equal to or not less than Rs. 25 Crore.	
11	Net worth Certificate	Bidder should also have a positive net worth & be profitable in each of the last 3 financial years	
12	Document	i. Certificate of Incorporation/ Registration Certificate ii. GST Registration iii. PAN Card IP-1 Certificate	
Annexures:			
1	Annexure – 01	CHECKLIST OF DOCUMENTS FOR BID SUBMISSION	
2	Annexure - 02	EOI COVER LETTER	
3	Annexure - 03	Local Content Compliance	
4	Annexure – 04	Commercial Bid	
5	Annexure - 05	PROFORMA FOR PERFORMANCE BANK GUARANTEE	
6	Annexure-06	Non-Disclosure Agreement	
7	Annexure 07	Technical Compliance	
8	Annexure 08	Pre-Bid Agreement	
9	Annexure-11	AFFIDAVIT form	
10	Annexure-12	Scope of the Work	
11	Annexure-14	Bidder Profile	
12	Annexure-15	Power of Attorney Format	
13	Exclusive	Undertaking for Exclusive bidding with RailTel	

Note:

1. The technical 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'.
2. All the submitted documents should be duly stamped and signed by the Authorized Signatory at each page.
3. The above checklist is indicative only. RailTel may ask for additional documents from the bidders, as per the requirement.

Signature of Authorised Signatory

Name:

Designation:

EOI COVER LETTER
(On Organization Letter Head)

Eol Ref No.: _____

Dated: XX-XX-XXXX

To,

General Manager (VAB),
 Plate-A, 6th Floor, Office Tower-2,
 NBCC Building, East Kidwai Nagar, New Delhi-110023

Dear Sir,

1. I, the undersigned, on behalf of M/s, having carefully examined the referred EOI offer to participate in the same, in full conformity with the said EOI and all the terms and conditions thereof, including corrigendum issued till last date of submission of EOI. It is also undertaken and submitted that we are in abidance of Clause 4 (from Clause 4.1 to Clause 4.11) of EOI.
2. I agree to abide by this Proposal, consisting of this letter, our Pre-qualification, Technical and Commercial Proposals, for a period of _____ days from the date fixed for submission of Proposals as stipulated in the EOI and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Commercially Suitable Partner (PARTNER) for the aforesaid Service, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
4. I undertake, if our Bid is accepted, to commence our services as per scope of work as specified in the contract document.
5. Until a formal Purchase Order or Contract is prepared and executed, this Bid and supplement / additional documents submitted (if any), together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. I hereby undertake and give unconditional acceptance for compliance of all terms & conditions of CoR RFP issued vide ref no. _____ Dated: _____ on e-tender portal, against this EOI based customer's requirement.
7. I hereby undertake that there will be no deviation from the Terms and Conditions of EOI and CoR 's RFP issued vide ref no.: _____ Dated: _____ on _____ portal.

Signature of Authorised Signatory

Name:

Designation:

**Local Content Compliance
(On Organization Letter Head)**

Eol Ref No.: _____ Date: XX-XX-XXXX

To,

General Manager (VAB),
Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar, New Delhi-110023

Dear Sir,

I, the undersigned, on behalf of M/s _____, hereby submits that our technical solution for the 'Scope of Work' mentioned under the Eol document is in compliance of local content requirement and makes us equivalent to 'Class-I local supplier' / 'Class-II local supplier' (mention whichever is applicable) for the Eol under reference, as defined under the order No. P-45021/2/2017- PP(BE-II) dt. 04-June-2020 issued by Ministry of Commerce and Industry, Govt. of India.

I hereby certify that M/s _____ fulfills all requirements in this regard and is eligible to be considered and for the submitted bid Local Content Percentage is _____ % (write in figures as well as in words).

I hereby acknowledge that in the event of acceptance of bid of M/s _____ on above certificate and if the certificate is found to be false at any stage, the false certificate would be a ground for immediate termination of contract and further legal action in accordance with the Law, including but not limited to the encashment of Bank Guarantee related to Empanelment and Performance Bank Guarantee (PBG), as available with RailTel, related to this Eol.


Signature of Authorised Signatory

Name:

Designation:

Annexure – 04

Commercial Bid

			RAILTEL CORPORATION OF INDIA LIMITED (A Govt. of India Undertaking) Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023		
To, General Manager (VAB), Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023					
EOI NO. RCIL/EOI/COMKTG/VAB/25-26/IBS/02/E-47179 Dated: 28.05.2025					
Name Of Work:- "Selection of Business Partner from RailTel's Empaneled Partners for the Provision of In-building Solutions (IBS) for providing shared Mobile (Cellular) Coverage (2G/3G/4G/5G) at customer locations on revenue share model".					
Name of Company/Firm			M/s		
Part A:					
SN	Particular	License fee			
Part A:1	License Fee	Actual basis as demanded by the Customer of RailTel			
Part B:					
SN	Particular	Management Fee			
Part B:1	Management fees Per Site- One Time	Rs. 50,000/- Plus Tax Per Site			
Part C:					
SN	Particular	Offered Revenue Share %			
Part C: 1	Revenue Share % against the revenue from IP Fee collected from the Operator				
Note: - 1. Part-A and Part-B shall be binding for all the bidder. 2. The bidder who submitted the Highest Revenue share % compared to all other bidders in the Part C: shall be treated as the Successful bidder.					

Annexure - 05

PROFORMA FOR PERFORMANCE BANK GUARANTEE
(On Stamp Paper of ₹ One Hundred)

To,

General Manager (VAB),
 Plate-A, 6th Floor, Office Tower-2,
 NBCC Building, East Kidwai Nagar, New Delhi-110023

1. In consideration of the RailTel Corporation of India Limited (CIN : L64202DL2000GOI107905), having its registered office at Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi – 110023 (herein after called “RailTel”) having agreed to exempt..... (CIN:) having its registered office at (hereinafter called “the said Contractor”) from the demand, under the terms and conditions of Purchase Order No. dated..... made between RailTel and for (hereinafter called “the said Agreement”) of security deposit for the due fulfilment by the said Contractor of the terms and condition contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs..... Only). We (indicate the name and address and other particulars of the Bank) (hereinafter referred to as ‘the Bank’) at the request of contractor do hereby undertake to pay RailTel an amount not exceeding Rs. (Rs Only) against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Agreement.
2. We, the Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage by the said Contractor of any of terms or conditions contained in the said Agreement by reason of the Contractor’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs (Rs Only).
3. We, the Bank undertake to pay the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
4. We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges this Guarantee. Unless a demand

or claim under the Guarantee is made on us in writing on or before
 . We shall be discharged from all liability under this Guarantee thereafter.

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

This Guarantee will not be discharge due to the change in the constitution of the Bank or the Contractor. (Indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of RailTel in writing.

Dated the Day of 2023 for (Name of Bank)

In the presence of Witnesses:

Signature With Date	Signature With Date
Name:	Name:
Designation:	Designation:

Encl: SFMS PBG Report

Annexure-06

NON-DISCLOSURE AGREEMENT
(On Non-Judicial Stamp Paper of Rs. 100)

This Non-Disclosure Agreement (this "Agreement") is made and entered into on this _____ day of _____, 20XX (the "Effective Date") at _____.

By and between

RailTel Corporation of India Limited, (CIN: L64202DL2000GOI107905), a Public Sector Undertaking under Ministry of Railways, Govt. of India, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower -2, East Kidwai Nagar, New Delhi-110023 (hereinafter referred to as 'RailTel'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of the ONE PART,

And

(_____) (CIN: _____), a company duly incorporated under the provisions of Companies Act _____, having its registered office at _____, (hereinafter referred to as '_____'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of OTHER PART

RailTel and _____ shall be individually referred to as "Party" and jointly as "Parties"

WHEREAS, RailTel and _____, each possesses confidential and proprietary information

related to its business activities, including, but not limited to, that information designated as confidential or proprietary under Section 2 of this Agreement, as well as technical and non- technical information, patents, copyrights, trade secrets, know-how, financial data, design details and specifications, engineering, business and marketing strategies and plans, forecasts or plans, pricing strategies, formulas, procurement requirements, vendor and customer lists, inventions, techniques, sketches, drawings, models, processes, apparatus, equipment, algorithms, software programs, software source documents, product designs and the like, and third party confidential information (collectively, the "Information");

WHEREAS, the Parties have initiated discussions regarding a possible business relationship for

WHEREAS, each Party accordingly desires to disclose certain Information (each Party, in such disclosing capacity, the "Disclosing Party") to the other Party (each Party, in such receiving capacity, the "Receiving Party") subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the receipt of certain Information, and the mutual promises made in this Agreement, the Parties, intending to be legally bound, hereby agree as follows:

1. Permitted Use.

a) Receiving Party shall:

- i. hold all Information received from Disclosing Party in confidence;
- ii. use such Information for the purpose of evaluating the possibility of entering into a commercial arrangement between the Parties concerning such Information; and
- iii. restrict disclosure of such Information to those of Receiving Party's

officers, directors, employees, affiliates, advisors, agents and consultants (collectively, the "Representatives") who the Receiving Party, in its reasonable discretion, deems need to know such Information, and are bound by the terms and conditions of (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement.

b) The restrictions on Receiving Party's use and disclosure of Information as set forth above shall not apply to any Information that Receiving Party can demonstrate:

- i. is wholly and independently developed by Receiving Party without the use of Information of Disclosing Party;
- ii. at the time of disclosure to Receiving Party, was either (A) in the public domain, or (B) known to Receiving Party;
- iii. is approved for release by written authorization of Disclosing Party; or
- iv. is disclosed in response to a valid order of a court or other governmental body in the India or any political subdivision thereof, but only to the extent of, and for the purposes set forth in, such order; provided, however, that Receiving Party shall first and immediately notify Disclosing Party in writing of the order and permit Disclosing Party to seek an appropriate protective order.

c) 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 unauthorized disclosure, but in no event shall a less than reasonable degree of care be exercised by either party.

2. Designation.

a) Information shall be deemed confidential and proprietary and subject to the restrictions of this Agreement if, when provided in:

- i. written or other tangible form, such Information is clearly marked as proprietary or confidential when disclosed to Receiving Party; or
- ii. oral or other intangible form, such Information is identified as confidential or proprietary at the time of disclosure.

3. Cooperation. Receiving Party will immediately give notice to Disclosing Party of any unauthorized use or disclosure of the Information of Disclosing Party.

4. Ownership of Information. All Information remains the property of Disclosing Party and no license or other rights to such Information is granted or implied hereby.

Notwithstanding the foregoing, Disclosing Party understands that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Information of the Disclosing Party. Notwithstanding anything to the contrary, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop products, or have products developed for it, that, without violation of this Agreement, compete with the products or systems contemplated by Disclosing Party's Information.

5. No Obligation. Neither this Agreement nor the disclosure or receipt of Information hereunder shall be construed as creating any obligation of a Party to furnish Information to the other Party or to enter into any agreement, venture or relationship with the other Party.

6. Return or Destruction of Information.

a) All Information shall remain the sole property of Disclosing Party and all materials containing any such Information (including all copies made by

Receiving Party) and its Representatives shall be returned or destroyed by Receiving Party immediately upon the earlier of:

- i. termination of this Agreement;
 - ii. expiration of this Agreement; or
 - iii. Receiving Party's determination that it no longer has a need for such Information.
- b) Upon request of Disclosing Party, Receiving Party shall certify in writing that all Information received by Receiving Party (including all copies thereof) and all materials containing such Information (including all copies thereof) have been destroyed.

7. Injunctive Relief: Without prejudice to any other rights or remedies that a party may have, each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of this Agreement, and that a party shall be entitled to seek the remedies of injunction, specific performance and/or any other equitable relief for any threatened or actual breach of this Agreement

8. Notice.

- a) Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated:
- i. by personal delivery, when delivered personally;
 - ii. by overnight courier, upon written verification of receipt; or
 - iii. by certified or registered mail with return receipt requested, upon verification of receipt.

- b) Notice shall be sent to the following addresses or such other address as either Party specifies in writing.

RailTel Corporation of India limited:

Attn:

Address:

Phone:

Email.:

Attn:

Address:

Phone:

Email

9. Term, Termination and Survivability.

- a) Unless terminated earlier in accordance with the provisions of this agreement, this Agreement shall be in full force and effect for a period of years from the effective date hereof.
- b) Each party reserves the right in its sole and absolute discretion to terminate this Agreement by giving the other party not less than 30 days' written notice of such termination.
- c) Notwithstanding the foregoing clause 9(a) and 9 (b) , Receiving Party agrees that its obligations, shall:
- i. In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and
 - ii. not apply to any materials or information disclosed to it thereafter.

10. Governing Law and Jurisdiction. This Agreement shall be governed in all respects solely and exclusively by the laws of India without regard to its conflicts of law principles. The Parties hereto expressly consent and submit themselves to the jurisdiction of the courts of New Delhi.

11. Counterparts. This agreement is executed in duplicate, each of which shall be deemed to be the original and both when taken together shall be deemed to form a single agreement
12. No Definitive Transaction. The Parties hereto understand and agree that no contract or agreement with respect to any aspect of a potential transaction between the Parties shall be deemed to exist unless and until a definitive written agreement providing for such aspect of the transaction has been executed by a duly authorized representative of each Party and duly delivered to the other Party (a "Final Agreement"), and the Parties hereby waive, in advance, any claims in connection with a possible transaction unless and until the Parties have entered into a Final Agreement.
13. Settlement of Disputes:
- a) The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or
 - b) consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.
 - c) In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.
14. The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the part
15. CONFIDENTIALITY OF NEGOTIATIONS
- Without the Disclosing Party's prior written consent, the Receiving Party shall not disclose to any Person who is not a Representative of the Receiving Party the fact that Confidential Information has been made available to the Receiving Party or that it has inspected any portion of the Confidential Information or that discussions between the Parties may be taking place.
16. REPRESENTATION
- The Receiving Party acknowledges that the Disclosing Party makes no representation or warranty as to the accuracy or completeness of any of the Confidential Information furnished by or on its behalf. Nothing in this clause operates to limit or exclude any liability for fraudulent misrepresentation.
17. ASSIGNMENT
- Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of each of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.
18. EMPLOYEES AND OTHERS
- Each Party shall advise its Representatives, contractors and licensees, and shall require its Affiliates to advise their Representatives, contractors and licensees, of the obligations of confidentiality and non-use under this Agreement, and shall be

responsible for ensuring compliance by its and its Affiliates' Representatives, contractors and licensees with such obligations. In addition, each Party shall require all persons and entities who are not employees of a Party and who are provided access to the Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions no less stringent than those set forth in this Agreement. Each Party shall promptly notify the other Party in writing upon learning of any unauthorized disclosure or use of the Confidential Information by such persons or entities.

19. NO LICENSE

Nothing in this Agreement is intended to grant any rights to under any patent, copyright, or other intellectual property right of the Disclosing Party, nor will this Agreement grant the Receiving Party any rights in or to the Confidential Information of the Disclosing Party, except as expressly set forth in this Agreement.

20. RELATIONSHIP BETWEEN PARTIES:

Nothing in this Agreement or in any matter or any arrangement contemplated by it is intended to constitute a partnership, association, joint venture, fiduciary relationship or other cooperative entity between the parties for any purpose whatsoever. Neither party has any power or authority to bind the other party or impose any obligations on it and neither party shall purport to do so or hold itself out as capable of doing so.

21. UNPUBLISHED PRICE SENSITIVE INFORMATION (UPSI) agrees and acknowledges that _____, its Partners, employees, representatives etc., by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall be deemed to be "Connected Persons" within the meaning of SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be bound by the said regulations while dealing with any confidential and/ or price sensitive information of RailTel. _____ shall always and at all times comply with the obligations and restrictions contained in the said regulations. In terms of the said regulations, shall abide by the restriction on communication, providing or allowing access to any Unpublished Price Sensitive Information (UPSI) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel

22. MISCELLANEOUS.

This Agreement constitutes the entire understanding among the Parties as to the Information and supersedes all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each Party by its authorized representative. The failure or delay of any Party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party's right thereafter to enforce each and every provision of this Agreement. In the event that any of the terms, conditions or provisions of this Agreement are held to be illegal, unenforceable or invalid by any court of competent jurisdiction, the remaining terms, conditions or provisions hereof shall remain in full force and effect. The rights, remedies and obligations set forth herein are in addition to, and not in substitution of, any rights, remedies or obligations which may be granted or imposed under law or in equity.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date

set forth above.

<hr/>	RailTel Corporation of India Limited
By:	By:
Name:	Name:
Title:	Title:

Witnesses: 1

Witnesses: 2

Annexure 7**Technical Compliance**

Eol Ref. No.: _____ Date: XX-XX-XXXX

Business Associates are requested to mention the details of compliance of Scope of the work.

S.No.	Scope Item	Specification as per technical Document	Compliance sheet
A	B	C	F
1	As per Scope of Work	As per Scope of the work	To be filled by Bidder
2			
3			
4			
5			

Signature of Authorised Signatory

Name:

Designation:

Pre-Bid Agreement

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

This Pre-Bid Agreement (the "Agreement") is made at New Delhi on this _____ Day of _____ (month) 2025.

BETWEEN

M/s. RailTel Corporation Of India Limited, (CIN: L64202DL2000GOI107905) a company registered under the Companies Act 1956, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower-2, East Kidwai Nagar, New Delhi India – 110 023 and Northern Regional office at 6th Floor, 3rd Block, Delhi IT Park, Shastri Park, New Delhi - 110053 (hereinafter referred to as "RailTel" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the FIRST PART.

AND

M/s. _____, (CIN: _____) a company registered under the Companies Act 1956, having its registered office at _____ and its Corporate Office located at _____, (hereinafter referred to as "XXXX" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the SECOND PART.

RailTel and _____ shall be hereinafter individually referred to as "Party" and collectively as "Parties."

WHEREAS,

A. RailTel is a "Navratna" CPSU of Ministry of Railways, having exclusive right of way along Indian Railways and has created an OFC backbone and associated transport and network infrastructure to provide carrier class telecom services. RailTel has Unified License issued by DoT to provide a range of telecom services. RailTel also has two tier III certified data Centre's at Secunderabad and Gurugram. RailTel has created a slew of digital services like cloud, hosting, hosted Video Conferencing service, Aadhar Services, Content delivery platform, Wi-Fi as a service etc. RailTel has strong capabilities in managing telecom infrastructure, MPLS network infrastructure, data centre services like IaaS (Infrastructure as a Service) and PaaS (Platform as a Service).

B. (DETAILS OF SECOND PART)

C. RailTel had floated an EOI No: _____ dated _____ pursuant to the RFP floated by Customer of RailTel for " _____ " for Customer of RailTel Organization for agreed Scope of Work"(hereinafter referred as "The said work/project/tender"), and subsequently, based on the offer submitted by M/s _____ towards the RailTel's EOI, M/s _____ has been selected by RailTel as Business Associate for the said Project.

D. RailTel is in the process of participating in the tender issued by Customer of

RailTel, complete details of which have deliberately not been shared with XXXX and XXXX has waived its right to get the RFP document of Customer of RailTel owing to confidentiality concern raised by the Customer of RailTel. However, a limited scope of work on 'need to know Basis' and as detailed in clause 1.7 below, which will be carried out by XXXX has been shared with XXXX and based on the representation of "XXXX" that "XXXX" has read the said limited Scope of Work and has understood the contents thereof and that "XXXX" has sufficient experience to execute the said limited and defined scope of work, the Parties have mutually decided to form a "Business association" wherein RailTel shall act as the "Bidder" and "XXXX" shall act as the "business associate" in terms of the said Tender and in accordance to the terms agreed hereunder;

E. RailTel shall submit Rupees YYYY as BG against pre integrity pact at the time of submission of bid as an Integrity Pact bank guarantee to Customer of RailTel and accordingly "XXXX" shall submit Rupees ZZZZ as BG of pre integrity pact on back-to-back basis to RailTel before final submission of the said bid to Customer of RailTel. (This is applicable on cases to case basis as per CoR requirement. May please read in conjunction of the current RFP.)

F. Party hereby acknowledges that RailTel has received Rs. _____ (Rs. In words) from M/s _____ as per the Terms and conditions of EOI no. _____ dated _____.

G. The Parties are thus entering into this Agreement to record the terms and conditions of their understanding and the matters connected therewith.

RailTel has agreed to extend all the necessary and required support to "XXXX" during the entire contract period.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein it is hereby agreed by and between the Parties hereto as under:

1. SCOPE OF CO-OPERATION

- 1.1 Parties have agreed to form a "business association" to co-operate with each other on an exclusive basis with respect to execution of the said Project.
- 1.2 It has been further agreed between the Parties that Parties shall not bid individually for the said Project nor shall they enter into any arrangement with other parties for the purpose of bidding for the said Project during the validity of this Agreement.
- 1.3 The Parties also agree that the terms of the said EOI for limited and defined scope of work along with the Corrigendum's issued thereafter shall apply mutatis-mutandis to this Agreement.
- 1.4 The Parties further agree that they shall, enter into a 'Definitive Agreement' containing elaborate terms and conditions, role and responsibilities and respective scope of work of this Agreement after declaration of RailTel as the successful bidder of the said Project.
- 1.5 RailTel shall submit the PBG amounting Rs. _____, earnest money deposit/ EMD declaration (whichever is applicable) and performance bank guarantee to Customer of RailTel and accordingly "_____" shall submit to RailTel, BG amounting to Rs. _____ as the earnest money deposit. Further, _____ shall also pay the performance bank guarantee in proportionate

to the extent of its defined scope of work.

- 1.6 RailTel may further retain some portion of the work mentioned in the end organization's RFP, where RailTel has competence so that overall proposal becomes most winnable proposal. _____ agrees, undertakes and acknowledges that following shall be Scope of Work of _____ out of the total project work.:

2. Technical Terms – As per CoR document

3. TERM AND TERMINATION

- 3.1 This Agreement shall come into force as of the date of signing and shall continue to be in full force and effect till the complete discharge of all obligations, concerning the carrying out of the said Project, except terminated earlier by the Parties in terms of this Agreement or in terms of the said project, whichever is applicable.
- 3.2 This Agreement can be terminated by either Parties forthwith in the event of happening of the following events:
- a) Customer of RailTel announces or notifies the cancellation of the said Project and / or withdrawing the said RFP.
 - b) The receipt of an official communication that Customer of RailTel chooses not to proceed with RailTel for the said Project or RailTel is not short listed by Customer of RailTel.
 - c) Material breach of any of the terms and conditions of this Agreement by either of the Parties and the same is not rectified by the defaulting Party beyond 15 (fifteen) days (or a reasonable time period as mentioned under the notice issued by the other Party) from the date of receipt of notice from the other Party to cure the said breach.
- 3.3 Parties agree and understand that as of the execution of this Agreement they are contractually bound and obligated to perform the services, obligations and the scope of work entrusted, should RailTel be declared as the successful bidder of the said Project. Any Party shall not withdraw its participation subsequent to execution of this Agreement, at any point in time except in case of material breach of any of the terms of the Agreement.
- 3.4 In case "XXXX" breach the terms of Agreement i.e. defaulting party in such case the balance unsupplied quantity or service shall be completed by RailTel i.e. non-defaulting party and cost for completion of that balance unsupplied quantity or service of such defaulting party shall be executed by RailTel at the risk and cost of such defaulting party.

4. Liability:

It is understood that the parties are entering into this pre-bid teaming agreement for requirement of submission of bid against the RFP/Other way of seeking rate by Customer of RailTel for Implementation of Network Security System and Integration for Customer of RailTel Organization. Parties acknowledge and agree that "XXXX" shall be completely liable for the successful execution of this project, in relation to its defined scope of work (as detailed in clause 1.7 above), fully complying the Customer of RailTel requirements. Accordingly, it is agreed that notwithstanding anything contained in the RFP document, "XXXX" shall be liable to RailTel with regard to its obligations and liability to complete the agreed and defined scope of work as detailed in clause 1.7 above.

5. EXCLUSIVITY

Parties agree to co-operate with each other for the purpose of the said Project on an exclusive basis with respect to applying for, submitting and execution of the said Project including providing of technical demo, proof of concept for the agreed and defined scope of work.

6. PAYMENT TERMS

The payment terms shall be as per the EOI terms.

7. TAXES

Parties agrees that they will comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed / levied on them by the Indian Income Tax Authorities, for the payments received by them for the Project under this agreement and any other taxes, cess, surcharge, etc. for their respective scope of works.

8. INDEMNIFICATION

8.1 Parties agree to and undertake to indemnify and hold each other, its officers, directors, agents and employees harmless, from and against any and all claims, demands, causes of action, losses, damages, costs and expenses (including attorney's reasonable fees, costs of investigation and defense) arising out of or resulting from any claim, action or other proceeding (including any proceeding by any of the indemnifying party's employees, agents or contractors) based upon:

- i. any breach or contravention of any of the terms, conditions, covenants of this Agreement by the Party;
- ii. Unethical business practices;
- iii. any acts or omission of the Party and/ or any of its employees, agents or contractors, and the liability for damages to property arising from or out of party operations in connection with the performance of this agreement;
- iv. any claim for taxes that might arise or be imposed due to this performance of Services hereunder;
- v. any representation or warranty or information furnished by the Party being found to be false;
- vi. Parties' failure to pay all applicable compensation to its respective personnel;
- vii. death or personal injury to any person;
- viii. destruction or damage to any property by acts or omissions of either Party, its representatives or personnel;
- ix. any violation/non-compliance by the Party with any applicable laws' governmental regulations or orders;
- x. any third-party liability;
- xi. improper handling or misuse of the Confidential Information of the Party(ies) by the Party

8.2 _____ shall be liable to all risks and consequences (including the risk of payments) suffered in the performance of services under the Project and undertakes to indemnify RailTel from and against any non-payments (of RailTel's share payable to RailTel), recoveries and claim from Customer of RailTel or any other cost or losses incurred due to default/nonperformance on part of XXXX.

9. COMPLIANCES TO STATUTORY OBLIGATIONS

- 9.1 Parties shall also obtain and keep in place necessary insurance policies, Medclaim policies, group insurance schemes of adequate value to cover their workmen, supervisors, etc. with regard to any accidents, injury or the liability under the Employee Compensation Act.
- 9.2 Parties shall observe and be responsible for the compliance of all labour laws (including labour Cess) as per government notifications and shall maintain necessary records for the same and shall submit the same to RailTel when so required.
- 9.3 Parties shall duly maintain all records / registers required to be maintained by them under various labour laws mentioned above and shall produce the same before the concerned Statutory Authorities whenever required and called upon to do so.

10. LEGAL STATUS

This Agreement constitutes a contractual relationship and shall relate solely to the Project and shall not extend to other activities or be construed to create a corporation, body corporate, partnership or any other form of legal entity.

11. REPRESENTATIONS AND COVENANTS

- 11.1 Each Party represents and warrants to the other Party as follows:
 - 11.1.1 That it has full capacity, power and authority and has obtained all requisite consents and approvals to, enter into and to observe and perform this Agreement and to consummate the transactions contemplated hereunder. Each of the Persons / personnel executing this Agreement on behalf of the each of the Parties have full capacity and authority to sign and execute this Agreement on behalf of the respective Parties;
 - 11.1.2 The execution, delivery and consummation of, and the performance by it, of this Agreement shall not conflict with, violate, result in or constitute a breach of or a default under, (a) any contract by which it or any of its assets or properties, are bound or affected, and/or (b) its constitutional documents;
 - 11.1.3 This Agreement constitutes its legal, valid and binding obligations, enforceable against it, in accordance with their terms under Applicable Statutory Law(s);
 - 11.1.4 It has the right, authority and title to execute this Agreement;

12. SUBCONTRACTING BETWEEN PARTIES

Sub Contracting of the work is not permitted under the contract.

13. GOVERNING LAW AND JURISDICTION

The construction, validity and performance of this Agreement shall be governed in all respects by the Laws of India. The Parties hereby submit to the exclusive jurisdiction of the Indian courts at Delhi only.

14. GOOD FAITH NEGOTIATION AND DISPUTE RESOLUTION

The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.

In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.

The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the parties.

15. FORCE MAJEURE

“Force Majeure Event” shall mean any event beyond the reasonable control of the affected Party including acts of God, fires, earthquakes, strikes, pandemic, epidemics, lock down, and labor disputes, acts of war or terrorism, civil unrest, economic and financial sanctions, or acts or omissions of any Governmental Authority occurring on or after the Signature Date.

No Party shall be liable to the other if, and to the extent, that the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with, due to a Force Majeure Event.

The Party affected by Force Majeure Event shall promptly inform the other Party in writing and shall furnish within 30 (thirty) days thereafter, sufficient proof of the occurrence and expected duration of such Force Majeure Event. The Party affected by Force Majeure Event shall also use all reasonable endeavor to mitigate the negative effects of such Force Majeure Event on such Party's ability to perform its contractual obligations. In the event of a Force Majeure Event, the Parties shall immediately consult with each other in order to find an equitable solution and shall use all reasonable endeavors to minimize the consequences of such Force Majeure Event.

The occurrence of a Force Majeure Event shall however, not relieve a Party of any obligation to pay any sum due under this Agreement prior to the occurrence of the Force Majeure Event.

If the Force Majeure lasts for more than 6 (six) months, the Parties may mutually decide in writing on the future course of action with respect to this Agreement.

16. INTELLECTUAL PROPERTY RIGHTS

16.1 Each Party shall remain the sole owner of all industrial or intellectual property rights, Technical Data, Know-How, designs, specifications and the like, generated or acquired before the signature, or beyond the scope of this agreement.

16.2 Each Party shall remain the sole owner of all industrial or intellectual property rights, technical data, know-how, design specifications and the like generated solely by that Party during the course of the performance of this agreement and shall not be free to use it by the other party and if the other party uses that intellectual property rights prior permission shall be taken with paying necessary fees for such rights.

16.3 In case of joint development, the work-share and associated ownership of intellectual property of each Party shall be mutually agreed upon and defined in advance in the definitive agreement for the specific program. However, should any invention be jointly made by the Parties in the performance of this agreement, without neither Party being in a position to reasonably claim the ownership of said intellectual property right, the said right shall be jointly owned by the Parties and the corresponding measures of protection for both Parties of the said right as may be practicable shall be mutually agreed by both Parties and cost for such registration of such right shall be borne by the parties proportionately as per the ownership of the rights.

16.4 As on date, Parties confirm that there are no infringements of any Intellectual Property Rights of the products contemplated under this agreement, in accordance with the laws prevailing in the country.

16.5 The Parties undertake and confirm that the Technology / Knowhow / Design owned by each of them and intended to be put into use for execution of various Projects pursuant to this agreement has been originally developed by each of such Parties. The Parties are entitled to all the Intellectual Property Rights in Technology / Knowhow / Design intended to be put into use for execution of various Projects and no third-party Intellectual Property Rights have been put into use either in their original or modified form without proper authorisation of such third party. The Parties further vouchsafes that the foregoing undertaking is actuated by truth and accuracy and no misrepresentation is being put into use for inducing each other to enter into this agreement.

17. CONFIDENTIALITY

17.1 During the term of this agreement, either party may receive or have access to technical information, as well as information about product plans and strategies, promotions, customers and related non-technical business information which the disclosing party considers to be confidential ("Confidential Information as per RFP tender document"). In the event Confidential Information is to be disclosed, the Confidential Information must be marked as confidential at the time of disclosure, or if disclosed orally but stated to be confidential, and be designated as confidential in writing by the disclosing party summarizing the Confidential Information disclosed and sent to the receiving party within thirty (30) days after such oral disclosure.

17.2 Confidential Information may be used by the receiving party only with respect to the performance of its obligations under this Agreement, and only by those employees of the receiving party and its agency who have a need to know such information for purposes related to this Agreement, provided that such agency have signed separate agreements containing substantially similar confidentiality provisions. The receiving party must protect the Confidential Information of the disclosing party by using the same degree of care to prevent the unauthorized use, dissemination or publication of such Confidential Information, as the receiving party uses to protect its own confidential information of like nature.

17.3 The obligations are not applicable to any information which is:

- 17.3.1 Already known by the receiving party prior to disclosure;
- 17.3.2 Publicly available through no fault of the receiving party;
- 17.3.3 Rightfully received from a third party without being responsible for its confidentiality;
- 17.3.4 Disclosed by the disclosing party to a third party without being responsible for its Confidentiality on such third party;
- 17.3.5 Independently developed by the receiving party prior to or independent of the disclosure;
- 17.3.6 Disclosed under operation of law;
- 17.3.7 Disclosed by the receiving party with the disclosing party's prior written approval.

17.4 _____ agrees and acknowledges that _____, its Partners, employees, representatives etc., by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall be deemed to be "Connected Persons" within the meaning of SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be bound by the said regulations while dealing with any confidential and/ or price sensitive information of RailTel. _____ shall always and at all times comply with the obligations and restrictions contained in the said regulations. In terms of the said regulations, _____ shall abide by the restriction on communication, providing or allowing access to any Unpublished Price Sensitive Information (UPSI) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel

17.5 Notwithstanding anything contained in this agreement, _____ undertakes, agrees and acknowledges that being RailTel's Business Associate, _____ shall maintain utmost confidentiality in relation to said Project. _____ further, undertakes that any information relating to said Project which is or will be disclosed/ divulged by RailTel on need-to-know basis, will be received and treated by _____ strictly confidential and _____ 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.

18. NOTICES

Notices, writings and other communications under this Agreement may be delivered by hand, by registered mail, by courier services or facsimile to the addresses as set out below:

To RailTel Corporation of India Limited

To: RailTel Corporation of India Ltd., Kind Attn: General Manager-Value Added Business

Address: Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 Tel No.: +91 11 22900600, Email: a.chandel@railtelindia.com

To _____

To: _____

Kind Attn: _____ Address: _____

Mob. No.: _____ Email: _____

19. AMENDMENT

No amendment or modification or waiver of any provision of these presents, nor consent to any departure from the performance of any obligations contained herein, by any of the Parties hereto, shall in any event be valid and effective unless the same is in writing and signed by the Parties or their duly authorized representative especially empowered in this behalf and the same shall be effective only in respect of the specific instance and for the specific purpose for which it is given.

20. PRIOR UNDERSTANDING

This Agreement contains the entire Agreement between the Parties to this Agreement with respect to the subject matter of the Agreement, is intended as a final expression of such Parties' agreement with respect to such terms as are included in this Agreement is intended as a complete and exclusive statement of the terms of such agreement, and supersedes all negotiations, stipulations, understanding, Agreements, representations and warranties if any, with respect to such subject matter, which precede or accompany the execution of this Agreement.

21. GENERAL

- 21.1 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the Parties here to and their respective legal successors.
- 21.2 Counterparts: This Agreement may be executed simultaneously in 2 (two) counterparts, each of which shall be deemed to be original and all of which together shall constitute the same Agreement.
- 21.3 Non-Partnership:
 - 21.3.1 This Agreement shall be on a principal-to-principal basis and shall not create any principal-agent relationship between the Parties.
 - 21.3.2 Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties or otherwise entitle either Party to have an authority to bind the other Party for any purpose.
- 21.4 Severability: In the event any provision of this agreement is held invalid or un-enforceable by a court of competent jurisdiction, such provision shall be considered separately, and such determination shall not invalidate the other provisions of this agreement and annexure/s which will be in full force and effect.
- 21.5 Waiver: A failure by any Party to exercise or enforce any rights

conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time.

- 21.6 Time is of essence: Time is the essence of this agreement and the Parties herein agree and acknowledge to abide by the same.

22. Miscellaneous

- 22.1 No Party to this agreement will have any rights or obligations arising from or in relation to this agreement in excess of those rights and obligations expressly declared herein.
- 22.2 No Party to this agreement is entitled to sell, assign or otherwise transfer any of its rights and/or obligations arising from or in relation to this agreement to any third party, without the prior written consent of the other Party of this agreement.
- 22.3 Each Party shall be solely responsible for its own actions or failures to act and for its own commitments and undertakings. Neither Party shall present itself as the representative or agent of the other Party, nor shall it have the power or the authority to commit the other Party, unless it receives the other Party's prior written consent.
- 22.4 No release shall be made by any Party to the news media or the general public relating to this agreement and/or the subject matter thereof without prior written approval of the other Party.
- 22.5 During the term of this agreement, each party shall refrain from taking any action or attempt to take any action with the intent of impairing or causing prejudice to the business relationship, whether existing or prospective that subsists between the other party and its customers and business partners. Each party shall also desist from inducing or influencing or attempting to induce or influence any customer or business partner, whether existing or prospective of the other party, resulting into prejudice or detriment to business prospects of the other party.

Furthermore, Parties shall not compete with or cause detriment to the business prospects of each other by making use of confidential information, whether in its embodied or disembodied form, shared pursuant to this agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

For RailTel Corporation Of India Limited

Authorised Signatory

Name:

Designation:

In Presence of witness:

Signature:

Name:

Address:

For _____

Authorised Signatory

Name:

Designation:

Signature:

Name:

Address:

Annexure 11**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 Limited), 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. 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.

Annexue-12**Scope of Work:**

Sub: Selection of Business Partner from RailTel's Empaneled Partners for the Provision of In-building Solutions (IBS) for providing shared Mobile (Cellular) Coverage (2G/3G/4G/5G) at customer locations on revenue share model.

- 1) The IBS as a concept shall be offered by a single operator/entity by installing common infrastructure for all existing and upcoming Telecom Service Providers (TSPs) for providing uninterrupted and seamless cellular network connectivity. The said single agency shall offer shared In-Building Solutions for various types of telecom operators.
- 2) The Selected Bidder shall be required to set up and manage the common shared IBS at the Customer Premises. The Selected Bidder shall in turn provide the services of IBS to various telecom operators and other agencies that require the same in customer location and may charge a mutually agreed appropriate licensee fee from them. The Selected Bidder in turn shall pay Annual License Fee. Revenue Share and other charges along with applicable taxes, annually in advance, to RailTel.
- 3) All costs regarding the Survey, Design, Drawing, implementation (Supply, installation, testing, and commission) including Operation & Maintenance of the system for contract duration will be borne by the successful Agency. RailTel or customer of RailTel will not pay any amount in this regard.
- 4) Procurement, fabrication, installation & erection of equipment. The selected bidder shall maintain sufficient inventory of all the consumables, spare parts for ensuring seamless and uninterrupted services at Customer of RailTel's location. The equipment inventory shall be within the customer of RailTel's Premises only.
- 5) The agency should ensure that there is adequate mobile network data speed and Voice Coverage inside the entire Campus under the scope of this project.
- 6) The Agency must provide services for the existing building or any upcoming buildings in the premises of the customer of RailTel and others, if any, etc. after completion of the construction projects. If the installed towers /Systems are insufficient for network coverage to the upcoming buildings, then additional infrastructure shall be provided by the agency after obtaining permission from the Competent Authority of Customer of RailTel, without any extra cost on RailTel or Customer of RailTel.
- 7) The selected bidder will pay revenue share on half yearly basis as quoted as per the terms of the EOI.
- 8) The agency shall install the minimum required number of Towers either Roof-Top Tower (RTT) or Ground-Based Tower (GBT) (following the availability of area inside the campus) so that it can cover the entire campus of the Customer of RailTel and also install the adequate IBS (In- Building Solution) signal booster inside/outside the buildings for the adequate mobile network coverage for best voice calls and High-Speed Data Connectivity at every corner of the buildings/Campus.
- 9) The agency should ensure that the frequency bandwidths of different mobile operators do not overlap.
- 10) The agency must look after all the obligations between the Telecom Operator and its T&C, RailTel or Customer of RailTel will not be responsible for any disputes.
- 11) A major responsibility of the agency is to ensure that the infrastructure network remains operational for a minimum of 99.5 percent of the time or specifically as

- mentioned by the customer of RailTel. The signal level should be such that the uplink and down link audio quality level under such conditions should be good as per DOT guidelines issued from time to time. The minimum signal level which is sufficient for successful radio calls must be available in all coverage areas.
- 12) Providing and installing Separate Electrical meters is under the responsibility of the agency.
 - 13) After completion of work, as-built drawings and a detailed project report shall be submitted by the agency to RailTel.
 - 14) The agency must maintain all safety regulations by Indian Electricity rules (IE).
 - 15) The successful agency shall have to make all arrangements with the operators for providing adequate mobile signals, O&M expenses and other service charges. The direct and indirect costs involved in the operation of IBS equipment are to be borne by the Selected Agency only.
 - 16) The said project shall offer shared In-building solutions for various types of telecom operators such as GSM (Global System for Mobiles) /CDMA (Code-Division Multiple Access) / UMTS (Universal Mobile Telecommunications System) Technologies.
 - 17) The agency shall ensure all Mobile technologies such as 2G /3G / 4G-VoLTE/ 5G with all available frequency bands or future generation technology should be integrated/ upgraded to this common infrastructure. It should have enhanced mobile data speeds and compatibility with future technologies.
 - 18) The Selected Bidder shall be responsible for obtaining necessary permissions from Department of Telecommunications (DoT) and comply with all the guidelines issued by DoT from time to time and applicable law for undertaking the Permitted Activity in the Licensed Premises. Any law/instruction issued by Local Authority, in this regard, shall also be adhered to.
 - 19) Agency will design the best-fit telecom solution for Customer of RailTel with mutually agreed upon.
 - 20) The Selected Bidder shall ensure compliance with permissible radiation limits for mobile towers/antennas as laid down by Municipal Corporation / State Government / Department of Telecommunications, GOI etc. from time to time. The mobile service provider/ integrator should conform to smooth voice communication and internet service at Customer of RailTel's location. A joint checking of the mobile coverage with representative of Selected bidder shall be conducted on quarterly basis or as per the requirement of customer of RailTel. In case of any shortfall like weak network, call drop issues and poor internet service, a penalty of Rs.10,000/- per day will be levied on the Selected Bidder. This penalty shall be continued up to the rectification of network issues and selected bidder should provide a network test report, after rectification of deficiencies causing poor network coverage. If, deficiency is not removed within 15 days then, in addition to any other action (including cancellation) that may be taken, invite penalty upto Rs.20,000/- per day till the deficiency is removed.
 - 21) Unique Benefits of the operator (Bharti Airtel, Reliance JIO, BSNL & Vodafone, etc.) on a nondiscriminatory basis shared network in the Customer of RailTel's campus.
 - 22) The provided Space shall be utilized only by the selected bidder or his associates/permitted operators as per Terms and Conditions of customer of RailTel's work order. The sites shall exclusively belong to customer of RailTel without creating any right, title or interest of whatsoever nature in the said Premises in favour of the selected bidder.
 - 23) Mobile network Signal strength values are defined by a few different measurements which vary even more for different service modes. These

measurements are as follows: RSSI, RSRP, RSRQ, RSCP, SINR, EC/IO. Both Signal Strength and Signal Quality must be considered for successful cellular data connection, so the agency shall ensure all the above parameters to maintained so that the strength and Signal Quality will not drop. The below range requirements are as follows:

The agency shall maintain at least 2G (GSM) Signal strength:

- RSSI – Received Signal Strength Indicator: RSSI is a negative value, and the closer to 0, the stronger the signal. Strong signal with good data speeds RSSI value = -70 dBm to -85 dBm.

- The agency shall maintain for 3G service mode, there are three relevant measurements:

- RSSI - Received Signal Strength Indicator. RSSI is a negative value, and the closer to 0, the stronger the signal. Strong signal with good data speeds RSSI value = -70 dBm to -85 dBm

- EC/IO - indicates the downlink carrier-to-interference ratio (signal quality). EC/IO is a negative dBm value. Values closer to 0 are stronger signals. Strong signal with good data speeds, -7 dBm to -10 dBm

- RSCP - indicates the Received Signal Code Power. Strong signal with good data speeds, -75 dBm to -60 dBm

- The agency shall maintain for 4G/5G service mode, there are four relevant measurements:

- RSSI - Received Signal Strength Indicator. RSSI is a negative value, and the closer to 0, the stronger the signal. Strong signal with good data speeds RSSI value = -65 dBm to -75 dBm

- RSRP - the Reference Signal Received Power is the power of the LTE Reference Signals spread over the full bandwidth and narrowband. Strong signal with good data speeds -80 dBm to -90 dBm

- RSRQ - Reference Signal Received Quality is a C/I type of measurement, and it indicates the quality of the received reference signal (similar to EC/IO). Strong signal with good data speeds - 10 dB to 15 dB

- SINR - Signal to Interference plus Noise Ratio. Indicates the throughput capacity of the channel. As the name implies, SINR is the strength of the signal divided by the strength of any interference. Strong signal with good data speeds 13 dB to 20 dB

- Cellular Distributed Antenna Systems (DAS): In-building Distributed Antenna Systems (DAS) have become a critical part of both carrier cellular networks and enterprise infrastructure. A DAS is a network of antennas that sends and receives cellular signals on a carrier's licensed frequencies, thereby improving voice and data connectivity for end-users. DAS has two basic components:

- Signal Source: A DAS needs to be fed a signal from somewhere. Whether it's 4G LTE or 5G, there are typical signal sources:

- off-air (via an antenna on the roof)

- An on-site BTS (Base Transceiver Station).

- The newest Approach: small cells.

- The agency shall install the BTS, NodeB, eNodeB, and gNodeB signal source for the Highest performance and can provide as much capacity as needed for any venue. The connection between a cell carrier's BTS and the core network typically

requires a dedicated fiber connection that is usually installed by the carriers themselves.

- **Distribution System:** Once received, the cellular signal must be distributed throughout the building. There are four main types of distribution systems: Active (using fiber optic or Ethernet cable), Passive, Hybrid, and Digital. The infrastructure provider has to maintain 99.95% uptime of the DAS network. A distributed antenna system in a large hospital, stadium, or airport may even connect to multiple BTS's—one for each carrier—to handle the load of tens of thousands of users calling, texting, and using data simultaneously.

- 24) **Mode of deployment of In-building solution:** The possible modes are deployment by the Neutral host infrastructure provider, build and managed by the mobile operator, and sharing with other service providers on a nondiscriminatory basis. The In-Building Solutions (IBS) can also be deployed by IP-I (Infrastructure Provider Category I) and shared with telecom service providers. For deploying indoor solutions, these companies will be requiring permissions from the building owners. Moreover, if these IP-I companies are required to install optical fiber for connecting IBS/DAS nodes, necessary approval from customer of RailTel have to be taken in advance for RoW/permissions etc before start of the work. If any charges is to be paid w.r.t. ROW, that has to be paid by the selected bidder.
- 25) **Contract duration of the Sites** shall be as per the contract duration with customer of RailTel.
- 26) The vendor shall complete the work within 120 days of award of the work including design and implementation.
- 27) The limits of radiation shall be adhered by the agency. The vendor shall be responsible for obtaining NOC/License on behalf of Customer of RailTel regarding radiation from the concerned agency.
- 28) The vendor has to maintain a response time of 01 hours and turnaround time of 04 hours for minor complaints and 24 hours for major complaints. The decision of customer of RailTel regarding this shall be final and binding.
- 29) The direct and indirect cost involved for the installation and operation of IBS equipment is to be borne by the Selected Bidder.
- 30) All electrical and network cabling should be made such that wires/cables are not visible on the surface and should be installed in proper conduits and raceways. Any co-axial cable, power cable etc. has to meet the FRLSZH (Fire Retardant Low Smoke Zero Halogen) criteria for underground environment and has to be provided by the selected bidder. The installation has to be inside the false ceiling and aesthetics are to be maintained. In this regard certificates and test report of the manufacturer are to be submitted to Customer of RailTel. The vendor shall not disturb any existing services of Customer of RailTel. The vendor shall make good any damages that have occurred due to installation, free of cost.
- 31) The date of start of Revenue share shall be from the date of onboarding of the 1st operator at site.
- 32) **Commencement of License Fee and Revenue Share:** Commencement date of License Fee shall be as per requirement of customer of RailTel. Commencement date for Revenue share shall be from the date of onboarding of the 1st operator at site.
- 33) The selected bidder will deploy one staff member (equipped with a laptop and mobile phone) at the RailTel office for the duration of the contract. This individual will serve as a liaison between RailTel, the bidder, and RailTel's customers. The minimum qualification required for the deployed staff member is a graduate

degree. The office hours for this individual will align with RailTel's working hours. All expenses related to the deployed staff member will be the responsibility of the selected bidder. Deployment shall be done within 30 Days from the date of LOA/LOI/Work order. Failure to this, a penalty of Rs. 1000/- per day shall be applicable. Non-deployment of manpower in 3 month from the scheduled timeline, contract shall be terminated and PBG/Security deposited shall be forfeited.

- 34) Selected bidder has to pay the following charges to RailTel towards sites for IBS Solution:
- License Fee-
 - Management Fee per site basis- One Time
 - Revenue Share on the income generated towards Total IP Fee.

Part A:

Particular	License fee
License Fee	As per actual as demanded by the Customer of RailTel

Part B:

Particular	Management Fee
Management fees Per Site- One Time	Rs. 50,000/- Plus Tax Per Site

Part C:

Particular	Total revenue share to be offered to RailTel Per annum (in %)
Revenue Share to RailTel	

Annexure-14**Bidder Profile**

To,

General Manager (VAB),
 Plate-A, 6th Floor, Office Tower-2,
 NBCC Building, East Kidwai Nagar, New Delhi-110023

i)	Name and Address of the Bidder		
ii)	Name of Authorised Signatory of the Bidder Phone No. Mobile No. Email Id.		
iii)	Certificate of Incorporation		
iv)	Total Annual Financial Turnover	FY 2021-22	
		FY 2022-23	
		FY 2023-24	
v)	PAN No.		
	GST Registration No. (Delhi)		
vi)	Quality Certification No / License if any		
	Details of Issuing Authority		
	Validity of Certificate		
vii)	Bank Detail for RTGS/NEFT		
viii)	Details of Earnest Money Deposit (EMD) (No., Date, Bank, Amount etc.)		
viii)	Details of Tender Fee Deposit (No., Date, Bank, Amount etc.)		Not Applicable

Signature of Authorised Signatory

Name:

Designation:

Annexure-15**Format for Power of Attorney****POWER OF ATTORNEY**

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney.]

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

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

(Add in the case of a Consortium)

Our firm is a Member or Lead bidder of the Consortium of _____, _____ and _____.

Dated this the _____ day of _____ 2025

(Signature and Name of authorized signatory)

(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company)

Seal of firm Company

Witness 1:

Witness 2:

Notes:

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

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