

NOTICE INVITING EXPRESSION OF INTEREST (EOI)

**EOI NO:RCIL/LKO/EOI/GSU-LKO-SnT-DD-B-ROUTE-2
DATED 22.07.2024**

**Expression of Interest (EOI) for the work of Provision of
double distant signal on 'B' route over Lucknow
division''**



Issued by:

RailTel Corporation of India Ltd

(A Mini-Ratna PSU under Ministry of Railways)

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Website:- <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 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.

TABLE OF CONTENTS

SR. NO.	DESCRIPTION
	EOI Notice, Schedule of Events and Notes
1.	About RailTel
2.	Background of EOI
3.	Scope of Work
4.	Partner Selection
5.	Other Terms and Condition
6.	Proposal Preparation and Submission Cost
7.	Amendment to EOI Document
8.	Bid Validity Period
9.	Right to Terminate the Process
10.	Language of Bid
11.	Submission of Bid
12.	Right to Accept / Reject any or all EOI Response
13.	Payment Terms
14.	Performance Bank Guarantee (PBG)
15.	Details of Commercial Bid / Financial Bid
16.	Duration of the Contract Period
17.	Restriction of 'Transfer of Agreement'
18.	Suspension, Revocation or Termination of Contract / Agreement
19.	Dispute Settlement

20.	Governing Laws
21.	Statutory Compliance
22.	Intellectual Property Rights
23.	Severability
24.	Force Majeure
25.	Indemnity
26.	Limitation of Liability towards RailTel
27.	Confidentiality cum Non-disclosure
28.	Assignment
29.	Insurance
30.	Exit Management
31.	Waiver
32.	Changes in Contract Agreement
33.	Annexure – 01 (EOI COVER LETTER)
34.	Annexure – 02 (Local Content Compliance)
35.	Annexure – 03 (Checklist of Documents for Bid Submission)
36.	Annexure – 04 (Commercial Bid)
37.	Annexure – 4A (Price Bid Breakup:SOR)
38.	Annexure – 05 (Proforma for Performance Bank Guarantee)
39.	Annexure – 06 (<u>NON-DISCLOSURE UNDERTAKING</u>)
40.	Annexure – 07 (Technical Compliance)
41	Annexure – 08 (Pre-Bid Agreement)

40.	Annexure – 09 (Format for Affidavit)
41.	Annexure- 10 BANK GUARANTEE FORM (For Bid Security)
42.	Annexure-11 (Format for Power of Attorney)

EOI NOTICE

RailTel Corporation of India Limited, Lucknow Territory Office,

2nd Floor, Railway Exchange Building, NER DRM Office,

Ashok Marg, Hazratganj, Lucknow - 226001

EOI Notice No: RCIL/LKO/EOI/GSU-LKO-SnT-DD-B-Route-2 Dt. 22.07.2024

RailTel Corporation of India Ltd., (here after referred to as “RailTel”) invites EOIs from RailTel’s Empaneled Partners for Selection of Implementation Partner from RailTel Empaneled Business Associate for exclusive PRE-BID TEAMING ARRANGEMENT for **Expression of Interest (EOI) for “Provision of double distant signal on B route over Lucknow division”**

The details are as under:

SCHEDULE OF EVENTS

Date of EOI Floating	22 nd July, 2024 at 15:00 Hours
Last date for submission of Bids against EOI	25 th July , 2024 at 15:00 Hours
Opening of Bids received against EOI	25 th July, 2024 at 15:30 Hours
Number of copies to be submitted	Single Stage (Two Packet System)
EOI document cost inclusive tax (non-refundable)	Nil
EOI processing fee inclusive tax (non-refundable)	As per Envida.
Estimated amount of EOI	Rs. 13,01,64,752.3/- (inclusive of Tax)
EMD for Pre-Bid Arrangement	Rs.13,01,646/-
Bid Submission Mode	Online on https://railtel.enivida.com

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

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

EMD to be submitted in the form of DD/Enivida Portal only in case of NEFT/RTGS/Direct bank transfer.

RailTel Bank Details for Submission of EMD : Union Bank of India, Account no. 307801010917906, IFSC Code: UBIN0530786. Demand Draft should be submitted in favor of RailTel Corporation of India Limited payable at New Delhi.

EMD can be received in the form of bank guarantee/online Bank Transfer/FD. Bank Guarantee has to be confirmed with Structured Financial Messaging System (SFMS) confirmation from the issuing Bank in favor of RailTel. In case of Fixed Deposit, lien in favor of RailTel is to be ensured. BG SFMS Confirmation may be sent to ICICI Bank Account No. 000705049999, Branch Bank IFSC Code No. ICIC0000007 pertaining to RailTel Corporation of India Limited.

(Bidder has the option to submit EMD through NEFT/RTGS/BG with this EOI.)

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

EMD can be submitted in any of the following form:

- NEFT/ RTGS: Account Name: RailTel NR Collection Account Bank Name: Union Bank of India Branch Name: Connaught Place Delhi Account Number: 307801010917906 IFSC Code: UBIN0530786 MICR Code: 110026006

or

- Demand Draft/BG: In favour of RailTel Corporation of India Limited payable at New Delhi.

ii. Offers not accompanied with EMD shall be summarily rejected.

iii. The EMD may be forfeited if a bidder withdraws or amends its/his Eol or impairs or derogates from the Eol in any respect within the period of validity of the Eol or in the case of a successful bidder, if the bidder fails to accept the Purchase order/LOA or fails to furnish performance bank guarantee (security deposit).

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

Contact Details for this EOI:

Level:1 Contact: Sh. Abhishek Singh, Sr. Manager/Marketing/Lucknow
Email: abhisheksingh@railtelindia.com Contact: +91-9717644293

Level:2 Contact: Sh. Vineet Kushwaha Position: DGM/Marketing/Lucknow
Email: vkushwaha@railtelindia.com Contact: +91-9717644444

Level:3 Contact: Sh. Pushpender: GM/Marketing/NR
Email: pushpenderkumar@railtelindia.com Contact: +91- 9871146592

Note:

1. The EOI response is invited from eligible Empaneled Partners of RailTel only.
2. All the document must be submitted with proper indexing and page no.
3. This is an exclusive pre-RFP partnership arrangement with empaneled business associate of RailTel for participating in the end customer RFP.
4. Only those bids shall be opened, which have been submitted within the stipulated time as mentioned in this EOI document.
- 5.

Bidder has to agree to comply with all OEM technical & Financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP as mentioned below:

Tender No.	GSU-LKO-SnT-DD-B-ROUTE-3 Online Portal Dated: 03.07.2024
Date of floating	03.07.2024
Floated on portal	IREPS Portal (Website- www.ireps.gov.in)

6. No exemption/relaxation is applicable to MSME/Startups.
7. Please refer CoR RFP Payment terms as this will remain applicable on back-to-back basis on successful bidders. Payment shall be made after actual receipt of payment from CoR.
8. As this is a customer centric bid on back-to-back basis, the benefits of MSME shall not be applicable on this EOI & Work Order issued basis this EOI.
9. Bidder may submit their response in form of duly signed and stamped and submit techno-commercial bid at the E-nvida portal through Online mode, within the stipulated date and time, as mentioned in this EOI document.
10. Only those bids shall be opened, which have been submitted within the stipulated time as mentioned in this EOI document

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 fibre 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 "Mini Ratna (Category-I)" PSU is steaming ahead in the enterprise segment with the launch of various services coupled with capacity augmentation in its Core network.

2. Background of EOI

RailTel Corporation of India Ltd (hereafter referred to as 'RailTel') an ICT arm of Indian Railway 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.

In this regard, RailTel intends to participate in the tender floated by www.ireps.gov.in "**Tender No: "GSU-LKO-SnT-DD-B-ROUTE-3"** (here after referred to as 'CoR') and accordingly seeks to select a suitable partner for pre-bid arrangement.

The details of pertinent tender are as below:

Tender Title: "Provision of double distant signal on 'B' route over Lucknow division." Dated: 03-07-2024

CoR RFP Ref. No.: www.ireps.gov.in/

Floated on: 03.07.2024

RailTel invites EOIs from RailTel's Empaneled Partners for the selection of suitable partner for participating in above mentioned work for the agreed scope work with latest amendment/ Corrigendum/ Clarifications, as per the scope of work of CoR RFP. The empaneled partner is expected to have excellent execution capability and good understanding of customer local environment.

3. Scope of Work

The scope of work will be as mentioned in the pertinent end Customer organization RFP for It is defined as the Work of "Provision of double distant signal on 'B' route over Lucknow division" available at URL address:

<http://uths.rcil.gov.in/uths>, as developed under MoU no.-UTHS/121, dated 08.05.2020, by M/s RailTel Corporation of India Limited, Lucknow on the website www.ireps.gov.in with all latest amendment/Corrigendum/ clarifications.

RailTel may retain some portion of the work mentioned in the end customer organization RFP, where RailTel has competence so that overall proposal becomes most winnable proposal. Allotment of LOA as per CoR shall be done as per terms of CoR.

Solution provider need to offer solution with no single point of failure in hardware and without any downtime in operations of CoR. SLA shall be applied as per CoR's tender document and corrigendum released, if any on back-to-back basis.

4. Partner Selection: -

Interested partners may note that this is a Single stage single Packet Bid.

4.1

Stage -1 : Technical Bid contains following :-

(i)

S.No.	Type	Description	Document Required
1	Existence/ Origin	The company must be registered in India.	Certificate of Incorporation
2	General	The company must have: I. valid PAN card. II. Been registered with GST. III. has paid ITR for last 3 financial year ending 31 st March 2024. Incase ITR of FY-2023-24 is not filled, last 3 FY upto 31 st March 2023 shall be applicable.	I. Copy of PAN Card. II. Copy of GST registration certificate. III. Copy of ITR filed.
3	Turnover	The bidder must have cumulative turnover at least 150% of advertised EOI value in the last three financial year ending 31 st March 2024 and Up till 31 st May, 2024.	Balance Sheet and CA certificate
4	Net Worth	The bidder must have positive net worth in last 3 FY's ending 31 st March 2024, if not filled, last 3 FY upto 31 st March 2023 shall be applicable.	Balance Sheet and CA certificate
5	Experience	The bidder must have executed similar work in last 7 years ending 30 th June 2024, as 1. One similar work of not less than 60% of advertised EOI value OR 2. Two similar works each of not less than 40% of advertised EOI value OR 3. Three similar works each of not less than 30% of advertised EOI value	Copy of PO and work completion certificate/ satisfactory performance certificate issued by customer / PO issuing authority. The bidder must provide details of a personnel for verification purpose

S.No.	Type	Description	Document Required
		of estimated value of contract. Definition of similar work: Definition of similar work: Works entailing completion of Supply, Installation, Testing and Commissioning of Railway Signaling related work for any Government department or Public Sector Units or public listed companies.	at PO/ certificate issuing organization clearly mentioning name of client, designation, contact number and mail ID on bidder's letter head. .
6	Empanelment	Bidder must be empaneled with RailTel as business associate.	Copy of Empanelment letter and Empanelment PBG submitted, if any.

(ii) Compliance Requirements for Interested Bidders: -

- (a) The interested bidder should be an **Empaneled Partner** with RailTel on the last date of bid submission of EOI & has to provide relevant documents to qualify for this EOI.
- (b) The interested bidder should submit **Earnest Money Deposit (EMD)** if applicable, in the format as mentioned in this EOI document along with the bid.
- (c) The bid should be duly signed and submitted by Authorized Signatory. The bidder has to submit notarized of non-judicial stamp paper of appropriate value Power of Attorney having authorized signatory's nomination along with board resolution in favour of **power of attorney**.
- (d) Selected partner should **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 to prospective customer Organization by RailTel)**.
- (e) The interested bidder should not be seeking / extending / exploring similar arrangements / engagements with any other organization except RailTel, for the CoR tender.
- (f) Transfer and Sub-letting: The Business Associate 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.
- (g) The selected bidder will have to accept all Terms & Conditions of CoR RFP on back-to-back basis.
- (h) Any corrigendum(s) issued by CoR against pertinent tender/RFP shall be the part and scope of this EOI document on back-to-back basis. Except Eligibility Criterion, rest all Terms &

Conditions of RFP floated for pertinent tender will be complied by SI/BA/bidders.

- (i) Terms and conditions of tender document of CoR will prevail in case of any conflict between T&C of RailTel's EOI document and T&C of tender document of CoR.
- (j) OEM considered by SI for this project have to mandatorily comply all the eligibility & technical criteria/compliance on back-to-back basis in line with COR RFP and corrigendum(s) issued thereof.
- (k) Bidder has to agree to comply with all OEM technical & Financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP.
- (l) Bidder will submit MAF of major items of the proposed solution and other documents required in the end Customer Organization's tender in favour of RailTel against the proposed products. The selected BA has to provide MAF from the OEM in the name of RailTel for bidding in the concerned tender of CoR, However Bidder may provide/submit an undertaking to submit the OEMs/MAF related documents before the CoR bid.**
- (m) Bidder may check the price/commercial bid as per BOQ and match the same with FORMATS FOR SUBMISSION OF THE COMMERCIAL BID of CoR's RFP and if found any discrepancy, may be brought in the notice of RCIL immediately and may modify their financial bid format as per CoR RFP financial bid document
- (n) The bidder has to submit Annexure 7 with proposed OEM Name & Make and Model.
- (o) The bidder has to mandatorily submit notarized Annexure-09 on non-judicial stamp paper of Rs. 100, else bid shall be summarily rejected.
- (p) The interested bidder should be in 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.
- (q) The interested bidder should submit annexure-2 for maintaining of 'Local Content Compliance' certificate mentioning the 'Local Content Percentage' duly signed and stamped by statutory auditor/ cost auditor/ authorized signatory of the interested partner. This will not be a binding clause in cases where end customer has not asked Local Content Clause/Make in India Clause in their Current RFP.
- (r) Integrity pact for EOI value more than 15 Cr in the format as per CoR/RailTel's to be provided by the Bidder. Format of RailTel's IP available at website <http://railtelindia.com/>**
- (s) The interested bidder should not be backlisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body on the last date of submission of EOI. 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.
- (t) The interested bidder shall not have a conflict of interest with one or more bidding parties. Participation of interested bidder(s) with a conflict-of-interest situation will result in the disqualification of all bids in which it is involved. A bidder may be in a conflict of interest with one or more parties if including but not limited to: (1) Have controlling shareholders as his/her family members viz. spouse, son, daughter, father, mother or brother etc. in common or; (2) Have a relationship with each other directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another interested partner.

- (u) The interested partner should have a valid Goods and Service Tax Identification Number (GSTIN), as on the last date of submission of EOI.
- (v) The interested bidder should submit duly signed and stamped EOI cover letter as per the format mentioned at Annexure-01 of this EOI document, as unconditional submission of meeting the clauses mentioned above, from Clause (a) to (u).
- (iii) Prospective bidder's bid evaluation will be done based on above mentioned documents.
- (iv) Based on evaluation of outcome against 4.1 (i) complying eligibility criterion & 4.1 (ii) compliances requirement, whoever may qualify may be treated as Technically qualified partner for Stage-1.
- (v) Bidders selected as per Para (iv) above will be treated as eligible for financial bid opening.

4.2 Stage-II: Financial Bid:

Price bid as filled as Quoted in Amount (SOR is as per annexre-4A for reference).

For the opened bid as per outcome of Clause 4.2 above, the bidder will be selected on the lowest quote (L-1) basis for complete 'Scope of Work' as mentioned in the EOI document and documents of technical specifications of CoR, subject to the respective overall bid is in compliance to the requirements of this EOI.

The so selected partner will be termed as 'Commercially Suitable Partner (hereafter referred to as 'CSP')'. It is re-mentioned that the final selection of CSP will be on the L-1 basis only. Further, RailTel reserves the right to have negotiation with the CSP.

Annexure no.6 & 8 will be signed by the successful CSP.

5. Other Terms & Conditions

- 5.1 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' as mentioned in the CoR's tender document and subsequent corrigendum. However, RailTel at its discern, may take- up a certain portion / percentage of 'Scope of Work' by communicating to the CSP at any point of time during the engagement period. (The day at which 'CSP' is declared, will mark the start of engagement period. The period will be valid till final outcome of this tender is announced by CoR.
- 5.2 In case, RailTel comes out to be winner of the CoR tender, then the engagement period will get auto-extended to the period RailTel serves CoR for the concerned tender, unless terminated earlier by RailTel as per terms and conditions mentioned in this EOI document). In this scenario, commercial engagement with the CSP 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 CSP.
- 5.3 RailTel on the basis of inputs / factors available to it from various resources, past experiences of its ICT projects and on the basis of negotiated (in case) commercial bid of the CSP, will endeavour to place best techno-commercial bid in response to the pertinent CoR's tender. Further relationship with CSP will be based on the outcome pertinent CoR's tender.

6. 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.

7. 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 only. The interested bidders are advised to visit the RailTel website 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.

8. Bid Validity Period

- 8.1 Bid of Interested partners shall remain valid for the period of 120 days from the last date of submission of EOI, as mentioned in this EOI document.
- 8.2 RailTel may request for an extension of the period of validity. The validity of the 'EMD', should also be suitably extended if called upon to do so by RailTel. 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.

9. 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 CSP 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.

10. 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.

11. Submission of Bid

- 11.1 The interested bidder should take into account any Corrigendum to this EOI document that

may 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.

11.2 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.

11.3 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.

12. 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.

13. Payment Terms

13.1 Payment will be on '**back-to-back**' basis and as per the payment terms mentioned in the pertinent CoR's RFP, no advance payment shall be made by RailTel.

13.2 Payment will be released after receiving the invoice for the work / services and after RailTel has received the payment from CoR for the same work / services. Any deduction / Penalties levied by CoR on invoices of RailTel will be carried **back-to-back** and will be deducted from CSP's invoices, subject to the cause to deduction / penalty is due to deviation in terms and conditions of service standards by the CSP.

13.3 Documents list required at the time of payment/invoice submission by selected bidder shall be:

-

- i PO copy issued to selected vendor.
- ii Payment Proof that the end customer has paid to RailTel for the period claimed by Selected bidder/vendor against invoices raised by RailTel for such services.
- iii Submission/Declaration of applicable BG amount against PO issued to selected bidder/vendor.
- iv Original Invoice for the period claimed.
- v TDS declaration.
- vi Photocopy of all documents submitted by RailTel along with their invoice to customer.

14. Performance Bank Guarantee (PBG)

14.1 In case of successful participation by RailTel in the pertinent CoR's tender and subsequent engagements with CSP, The CSP shall at its own expense, deposit with department, within fifteen (15) days of the notification of award (done through issuance of the 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 CSP. This PBG will be for an amount of '5.0 (%)' of the contract value. The quantum of this 'percentage (%)' will be equal to the PBG % as asked by CoR from RailTel. All charges whatsoever such as premium, commission, etc. with respect to the PBG shall be borne by the CSP. Besides, if the total BG amount comes upto ₹05 Lakhs, then same may be deposited through DD/RTGS/NEFT. Along with submission of PBG, CSP needs to submit PBG issuing bank's SFMS report. The SFMS report is also to be submitted in case of renewal / extension of PBG.

The successful bidder shall have to submit a Performance Guarantee (PG) within 15 (fifteen) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 15 (fifteen) days and upto 30 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e., from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract.

- 14.2 The PBG should have validity for a period as per CoR RFP and shall be on back to back basis. The PBG may be discharged / returned by RailTel upon being satisfied that there has been due performance of the obligations of the CSP under the contract. However, no interest shall be payable on the PBG. In the event, CSP being unable to service the contract for whatsoever reason, RailTel would invoke the PBG at its discern. 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 CSP's failure to complete its obligations under the contract. RailTel shall notify the CSP in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the CSP is in default.
- 14.3 RailTel shall also be entitled to make recoveries from the CSP'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.
- 14.4 If the service period gets extended by virtue of extension of same by CoR, PBG should also be extended accordingly.
- 14.5 During the contract period, RailTel may issue Purchase Order(s) for the additional services ordered by CoR (in case) to RailTel. In such scenario(s) also, Clause No. 14.1. to Clause No. 14.4. are to be followed by the CSP.
- 14.6 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.
- 14.7 In case CoR has sought any other types of PBG in this contract at present or in future or else Integrity Pact PBG (presently or in future), same remain applicable on selected Bidder. The Said PBG will be issued by Selected Bidder from Scheduled Bank favoring RailTel Corporation of India Limited. No Indemnity Bond in lieu of such PBG will be accepted by RailTel.

14.8 If, CoR ask for submission for value more than 05%, same also needs to be submitted by the selected BA.

14.9 Integrity pact in the format as per CoR to be provided by the Bidder.

15 Details of Commercial Bid / Financial Bid

- 15.1 Interested partner should submit commercial bid strictly as per the format mentioned by CoR in the pertinent tender document or subsequent corrigendum (if any).
- 15.2 The commercial bid should clearly bring out the cost of the services with detailed break-up of taxes.
- 15.3 The rates mentioned in the commercial bid of the CSP will form basis of commercial transaction between RailTel and bidder.
- 15.4 The quantity of 'Line Items' may vary at the time of placing of Purchase Order ordering the Contract Period, as communicated by CoR (in case) to RailTel. In such scenarios, the 'Per Unit' cost will be considered to arrive on contractual amount between RailTel and CSP.
- 15.5 It is also possible that CoR may surrender / increase, some or all of the quantities of service items ordered to RailTel during the contract period and accordingly the contractual amount between RailTel and CSP shall be considered, at sole discern of RailTel.
- 15.6 It is also possible that during the contract period, CoR may raise Purchase Order to RailTel for the line items (and respective quantities) which are not mentioned in the pertinent tender of CoR. In such scenario, RailTel at its sole discretion, may extend the scope of the contract with CSP by placing order to CoR, **on back-to-back basis**.
- 15.7 In addition to the Payment Terms, all other Contractual Terms will also be on '**back-to-back**' basis between RailTel and CSP, as mentioned in the pertinent CoR's tender. MAF (Manufacturer's Authorization Form) in the name of RailTel and another MAF in Bidders Name (separately with reference to this EOI) from the OEMs, whose product is mentioned in commercial bid format, should also be ensured by the partner. The MAF format and required content should be in-line with CoR's tender, if specifically asked by CoR in a particular format.

16 Duration of the Contract Period

The contract duration shall be same as of CoR's contract duration with RailTel until otherwise terminated earlier. **Indicative contract duration is 2 years as per CoR**, unless otherwise terminated earlier, as mentioned in this EOI document and subject to successful participation of RailTel in the pertinent CoR's tender. The contract duration can be renewed / extended by RailTel at its discern, in case CoR extends / renews services with RailTel by virtue of extending / renewing / new issuance of one or more Purchase Order(s) placed by CoR to RailTel.

17. Restrictions on 'Transfer of Agreement'

The CSP 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.

18. Suspension, Revocation or Termination of Contract / Agreement

18.1 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 CSP shall be payable by RailTel.

18.2 RailTel may, without prejudice to any other remedy available for the breach of any conditions of agreements, by a written notice of Three (03) month or as per CoR tender condition whichever is earlier issued to the CSP, terminate/or suspend the contract / agreement under any of the following circumstances:

- a) The CSP failing to perform any obligation(s) under the contract / agreement.
- b) The CSP failing to rectify, within the time prescribed, any defect as may be pointed out by RailTel.
- c) Non adherence to Service Level Agreements (SLA) which RailTel has committed to CoR for the pertinent tender.
- d) The CSP going into liquidation or ordered to be wound up by competent authority.
- e) If the CSP 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.
- f) It shall be the responsibility of the CSP 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 CSP's PBG related to contract / agreement along with PBG related to the Empanelment Agreement with RailTel shall be forfeited, without any further notice.
- g) 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 CSP shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry. In case of default by the CSP in successful implementation and thereafter maintenance of services / works as per the conditions mentioned in this EOI document, the PBG(s) of CSP available with RailTel can be forfeited.

19. Dispute Settlement

19.1 In case of any dispute concerning the contract / agreement, both the CSP 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.

19.2 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.

19.3 All arbitration proceedings shall be conducted in English.

20. 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.

21. Statutory Compliance

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

21.2 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.

22. Intellectual Property Rights

22.1 Each party i.e., RailTel and CSP, 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.

22.2 Neither party shall remove or misuse or modify any copyright, trademark or any other proprietary right of the other party which is known by virtue of this EoI and subsequent contract in any circumstances.

23 Severability

In the event any provision of this EOI and subsequent contract with CSP 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.

24 Force Majeure

- 24.1 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.
- 24.2 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.

25 Indemnity

- 25.1 The CSP 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:
- 25.2 Any mis-statement or any breach of any representation or warranty made by CSP or
- 25.2.1 The failure by the CSP 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 CSP pursuant to this contract, or any equipment, software, information, methods of operation or other intellectual property created by CSP 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 use of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); or
- 25.2.2 Any compensation / claim or proceeding by any third party against RailTel arising out of any act, deed or omission by the CSP or
- 25.2.3 Claim filed by a workman or employee engaged by the CSP for carrying out work related to this agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.
- 25.3 Any payment made under this contract to an indemnity or claim for breach of any provision of this contract shall include applicable taxes.

26 Limitation of Liability towards RailTel

- 26.1 The CSP liability under the contract shall be determined as per the Law in force for the

time being. The CSP 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 CSP 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 CSP or his agents or any person / persons claiming through under said CSP, However, such liability of the CSP shall not exceed the total value of the contract.

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

27 Confidentiality cum Non-disclosure

- 27.1 The Receiving Party agrees that it will not disclose to third party/parties any information belonging to the Disclosing Party which is provided to it by the Disclosing Party before, during and after the execution of this contract. All such information belonging to the Disclosing Party and provided to the Receiving Party shall be considered Confidential Information. Confidential Information includes prices, quotations, negotiated issues made before the execution of the 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.

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

27.2.1 Is already known to the receiving Party at the time of disclosure:

27.2.2 Is or becomes part of the public domain without violation of the terms hereof;

27.2.3 Is shown by conclusive documentary evidence to have been developed independently by the Receiving Party without violation of the terms hereof:

27.2.4 Is received from a third party without similar restrictions and without violation of this or a similar contract.

27.3 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.

27.4 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.

27.5 This Confidentiality and Non- Disclosure clause shall survive even after the expiry or termination of this contract.

28 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.

29 Insurance

The CSP agrees to take insurances to cover all the elements of the project under this EOI including but not limited to Manpower, Hardware, Software etc. as per CoR tender specified terms.

30 Exit Management

30.1 Exit Management Purpose

30.1.1 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.

30.1.2 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 CSP. 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.

30.2 Confidential Information, Security and Data: CSP 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):

30.2.1 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;

30.2.2 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).

30.3 Employees : Promptly on reasonable request at any time during the exit management period, the CSP 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 CSP, RailTel or the replacing vendor may make an offer of contract for services to such employees of the CSP and the CSP shall not enforce or impose any contractual provision that would prevent any such employee from being hired by RailTel or any replacing vendor.

30.4 Rights of Access to Information: Besides during the contract period, during the exit management period also, if asked by RailTel in writing, the CSP 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.

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 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 CSP and RailTel.

Annexure - 01**EOI COVER LETTER**

(On Organization Letter Head)

Eoi Ref No.: RCIL/LKO/EOI/GSU-LKO-SnT-DD-B-ROUTE-2 Dt. 22.07.2024 Date:

To,

Territory Manager (LKO),
RailTel Corporation of India Limited, Lucknow Territory Office,
2nd Floor, Railway Exchange Building, NER DRM Office,
Ashok Marg, Hazratganj, Lucknow – 226001

CoR Tender No: GSU-LKO-SnT-DD-B-ROUTE-3 Online Portal Dated: 03.07.2024 on
www.ireps.gov.in portal

Dear Sir/Madam,

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 all Clauses 4 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 45 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 (CSP) 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 https://..... 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 https://.....

Signature of Authorised SignatoryName

Designation

Local Content Compliance

(On Organization Letter Head)

Eol Ref No.: RCIL/NR_LKO/EOI/GSU-LKO-SnT-DD-B-ROUTE-2 Dt. 22.07.2024 Date:

Territory Manager (LKO),
RailTel Corporation of India Limited, Lucknow Territory Office,
2nd Floor, Railway Exchange Building, NER DRM Office,
Ashok Marg, Hazratganj, Lucknow – 226001

CoR Tender No: GSU-LKO-SnT-DD-B-ROUTE-3 Online Portal Dated: 03.07.2024 on
www.ireps.gov.in portal

Dear Sir/Ma'am,

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

CHECKLIST OF DOCUMENTS FOR BID SUBMISSION

CoR Tender No: GSU-LKO-SnT-DD-B-ROUTE-3 Online Portal Dated: 03.07.2024 on
www.ireps.gov.in portal portal

S. No.	Document	Page No.
1	EOI Cover Letter (Annexure-01)	
2	Local Content Compliance & Percentage Amount (Annexure-02)	
3	EMD as per EOI document (EMD or Bank Guarantee as per annexure-10)	
4	This EOI copy duly Signed and Stamped by the Authorized Signatory of Bidder	
5	Compliance of eligibility criteria related documents as per Clause 3	
6	Integrity pact for bid value more than 15 Cr/requirement of CoR.	
7	Annexure-7	
8	Annexure-9 (Non submission may cause summarily rejection)	
9	Any relevant document found suitable by bidder	
10	MAFs as per requirement	
11	Power of attorney /Board Resolution for signing authority	

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.

Annexure – 04

(On Organization Letter Head)

TO BE UPLOADED AS BOQ SHEET

Eol Ref No.: RCIL/LKO/EOI/GSU-LKO-SnT-DD-B-ROUTE-2 Dt. 22.07.2024 Date:

Territory Manager (LKO),
 RailTel Corporation of India Limited, Lucknow Territory Office,
 2nd Floor, Railway Exchange Building, NER DRM Office,
 Ashok Marg, Hazratganj, Lucknow – 226001

CoR Tender No: GSU-LKO-SnT-DD-B-ROUTE-3 Online Portal Dated: 03.07.2024 on
 www.ireps.gov.in portal portal

S.No.	Particular	Item Details	
Item 1		Make	
		Model	
		HSN Code	
Item 2		Make	
		Model	
		HSN Code	
....			
Item N		Make	
		Model	
		HSN Code	
Total			

Annexure 4A**SOR****Eoi Ref No.: RCIL/LKO/EOI/GSU-LKO-SnT-DD-B-ROUTE-2 Dt. 22.07.2024****To,**

Territory Manager (LKO),
 RailTel Corporation of India Limited, Lucknow Territory Office,
 2nd Floor, Railway Exchange Building, NER DRM Office,
 Ashok Marg, Hazratganj, Lucknow – 226001

CoR Tender No: GSU-LKO-SnT-DD-B-ROUTE-3 Online Portal Dated: 03.07.2024 on www.ireps.gov.in portal

S.No.	Description	Item Qty	Qty Unit	Unit Rate	Unit Rate	Amount
1	Excavating and refilling of trench to the level of ground with rammed earth as per Drg. No(NR/S&T/Con/1.1/97A) so as not to form a drain 0.3 Mtrs wide & 1mtr deep on both side of the station alongside the track. It shall conform to the safe distance as per signalling and cable plan in all type of soil, it also includes clearence of roots of trees and bushes Lesser depth due to site condition shall be paid proportionatly, after being certified so by site incharge.	289800	Metre	60.2	48.16	13956768
2	Excavating and refilling of trench 0.3 Mtrs wide & 0.8 mtr deep on pitched/stone/bricks paved surface,road/crossing/platform etc. and restoration of surafce to original condition.	2700	Metre	139.7	111.76	301752
3	- Laying of signalling / telecomm / power cable of different cores as per Drg No(NR/S&T / Con /1.1/ 97C) and as per cable route plan approved by Railway through trenches, RCC pipe, DWC pipe, GI pipe etc. Meggering of cable should be done before and after laying.Cable will be made available at the store of concerned SSE/Sig or any other store N. Railway. Contractor has	971000	Metre	7.13	5.704	5538584

	to transport it to work site at his own expenses.					
4	Supply and laying of second class bricks in the trench and laying as per Drg. No. (NR/S&T/Con/1.1/97A) and as per instruction of the site Engineer. [8*laying of cable]	2340000	Numbers	7.19	5.752	13459680
5	Termination of all the cores of all type of outdoor cables after its laying on both end.This also includes preparation of test report for core to core and core to earth on prescribed proforma for each core of the cable separately. This also includes dressing and lacing of cables on both ends.Proforma for testing and material for lacing to be supplied by the contractor.	28000	Numbers	13.33	10.664	298592
6	Supply of terminal block M-6 (ARA terminals) Block 25mm centre small M-6 terminal made of PBT as per IRS spec. No.IRS-S-75/2006(Rev.2) & IRS drawing No. SA-23741/A (ALT.4) or latest. Inspection by RDSO	28000	Numbers	75.76	60.608	1697024
7	Supply of 4 conductor disconnect terminal block for test and measurement 0.8 sq.mm- 2.5 sq.mm centre marking with test slot for test plug 2mm/0.079IN and 2.3mm/0.091IN carrier rail DIN 35 front entry cage clamp connection Grey wago or similar as RDSO/SPN/189/2004 Ver.2.0 or latest. Inspection by RDSO/RITES	28000	Numbers	140.4	112.32	3144960
8	Supply of Steel carrier Rail 35x7.5mm/0.039 in thick unslotted, yellow with Chrome Wago or similar as per RDSO/SPN/189/2004 Ver.2.0 or latest. Inspection by RDSO/RITES	1120	Metre	154.06	123.248	138037.76
9	Supply of End and Intermediate Plate 2.5mm/0.098 in Thick RDSO/SPN/189/2004 Ver.2.0 or latest. Inspection by RDSO/RITES	28000	Numbers	19.48	15.584	436352

10	Supply of screw less end stop 10mm/0.394 in wide carrier rail DIN 35 Grey Wago or similar as per RDSO/SPN/189/2004 Ver.2.0 or latest. Inspection by RDSO/RITES	2800	Numbers	16.37	13.096	36668.8
11	<p>- Boring and trenchless cabling along with supply and insertion of HDPE self lubricated pipes as per RDSO spec no. RDSO/SPN/204/2011 VER 1.1 of 50 mm/120mm dia with 6mm wall thickness in the bore at the depth of 1.4 meter to 2.1 meter from formation level(level of earth below ballast) as per drawing and as directed by engineer incharge by trenchless technology for laying of signalling /telecom/power cable under track /culvert etc. cable laying covered seperately.The following required coupling arrangeemnt should also be supplied: 1. Suitable snap fit couplers with rubber O ring, 2. Spacers, 3. Tees. 4. Bend. 5. End Cap(1 no=6mtr , straight pipe). (A) The cost shall include horizontal boring through any intermediate obstruction, either natural or manmade or any boundary etc. (B) The rate is inclusive of all the materials equipment and labour required for during trenchless horizontal boring under the railway track. Nothing extra shall be admissible on any account than the rate quoted above. (C) The Pipe is to be laid under railway track/road /culvert. All necessary arrangeemnt are to be provide and all precautions are to be end is not deviated from the horizontal level line by more tthan 250mm in horizontal and vertical direction. (D) The rate shall be inclusive of direction and protection of underground utilities encountered during boring. (E) The payment for boring shall be made only when</p>	6850	Metre	1664.2	1331.36	9119816

	DWC HDPE pipe are laid in the bore. Inspection: RITES for supply portion					
12	- Supply and fixing of GI Pipe as per specification No. IS:1239 (ISI Mark) make Jindal/Tata/Ajanta or Similar, size 75mm dia 3mm thick perforated at a distance of 20 cm or less of required length at culvert/bridges/along the cuttings, , suitably concreted at both ends as per drg. No. (NR/S&T/CON/1.4/97) to be filled with chattered compoun. GI pipe clamps of MS flats, bolts and nuts, chattered compound to be supplied by contractor .Inspection: Consignee for supply portion	500	Metre	922.43	737.94 4	368972
13	Casting,concreting and curing of foundation and erection of App. Case single as per Drg. No (NR/S&T/ Con/2.7/97). A layer of 3mm of Bitumen compound has to be provided between foundation and location box to prevent ingress of water in the base of location box. All material such as cement, sand, aggregate & anchor bolts shall be supplied by the contractor. Contractor is required to execute all type of repair work of foundation if required during inserting the cable for termination.	112	Numb ers	5189.89	4151.9 12	465014.144
14	Supply of Apparatus Single with 'E' type locks and key ward No 42 complete as per drawing No. RDSO/S-11500 or latest. Handle should be at the rate of one each 4 nos appratus case. Inspection: RITES	112	Numb ers	21191.77	16953. 416	1898782.592

15	<p>Provision, preparation & fixing of backlite hylum sheet 910x600x6mm. Furniture class wooden shelf of size 900x450x25mm duly fixed by angle iron piece of different size inside the single app case. Hylum board shall be fixed on angle iron frame of 25mmx25mmx3mm. Angle iron frame will be fixed in loction boxes secured by nuts and bolts. This includes wiring, fixing of fuses, ARA terminal, fixing of Shelf type, 'Q' series relays & other type of relays on squire bars, fixing & jamming of cable with 2" salwood plank provided at the bottom. This will includes opening, passing & jamming armour of each cable in the hole drilled separately for each cable through salwood plank & all cable entry points on location boxes, location huts,JBs, relay room/batt room to be closed with suitable masonary works covered with sand and plastering, writing description of terminal, drawing of circuits inside app. case. Painting from outside as well as inside with Red Oxide & Aluminium paint is covered separately. Size of lettering to be 100mm & as per site engineer's instruction.All materials such as teakwood shelf, hylum board, salwood plank,angle iron, square bar, nuts &bolts etc. shall be supplied by the contractor. ARA terminal & HRC fuse will be supplied by the Railway. (i) App. case single involving wiring of relays</p>	112	Numbers	5526	4420.8	495129.6
16	<p>Supply of apparatus case steel half with 'E' type locks and key ward No. 42 as per drawing No. RDSO/S-11507 or latest. Handle should be at the rate of one each per 4 Nos apparatus case. Inspection: RITES</p>	224	Numbers	17147.15	13717.72	3072769.28

17	<p>- Casting, concreting and curing of foundation and erection of app. Case half as per Drg, No (NR/S&T/Con/2.8/97). A layer of 3mm of Bitumin compound has to be provided between foundation and location box to prevent ingress of water in the base of location box. All material such as cement, sand, aggregate & anchor bolts shall be supplied by the contractor. Contractor is required to execute all type of repair work of foundation if required during inserting the cable for termination.</p>	224	Numbers	5190.99	4152.792	930225.408
18	<p>- Provision, preparation & fixing of backlite hylum sheet 450x600x6mm. Furniture class wooden shelf of size 450x450x25mm duly fixed by angle iron piece of different size inside the half app case. Hylum board shall be fixed on angle iron frame of 25mmx25mmx3mm. Angle iron frame will be fixed in loction boxes secured by nuts and bolts. This includes wiring, fixing of fuses, ARA terminal, fixing of Shelf type, 'Q' series relays & other type of relays on squire bars, fixing & jamming of cable with 2" salwood plank provided at the bottom. This will includes opening, passing & jamming armour of each cable in the hole drilled separately for each cable through salwood plank & all cable entry points on location boxes, location huts, JB's, relay room/batt room to be closed with suitable masonary works covered with sand and plastering, writing description of terminal, drawing of circuits inside app. case. Painting from outside as well as inside with Red Oxide & Aluminium paint is covered separately. Size of lettering to be 100mm & as per site engineer's instruction. All materials such as teakwood shelf, hylum board,</p>	112	Numbers	3607.15	2885.72	323200.64

	salwood plank,angle iron, square bar, nuts & bolts etc. shall be supplied by the contractor. ARA terminal & HRC fuse will be supplied by the Railway. (i) App. case half not involving wiring of relays					
19	ii)App. case half involving wiring of relays	112	Numbers	4053.29	3242.632	363174.784
20	Supply and installation of earth electrodes as per std. practice. The item includes digging of pit in earth, 3 Mtrs. deep and fixing earth electrode pipe. Casting of cement concrete enclosures as per drg. No. (NR/S&T/CON/6.4/97). The soil treatement shall be done as per std. pratice. The item includes provision of mild steel flat of size 35mm x 6mm (as per IRSEM) and nut bolted connection of MS flat with earth electrode. The other end of mild steel flat to be connected to block instrument, cable sheath of power equipment, signal base, apparatus case, CT rack / relay racks, other equipments as per the instruction of Engr. at site & IRSEM. Earhting connection location to location shall be done through cable which shall be provided by Railway. Complete materials such as earth electrodes as per drg. No. (NR/S&T/CON/6.3/97), cement, wiring material, nut bolt for connection & mild steel flat of size 35mm x 6mm or 210 sqm as per SEM etc. to be supplied by the contractor. Inspection: RITES for supply portion	448	Per Earth	3720.95	2976.76	1333588.48

21	Casting,concreting and curing of foundation of main signal as per Drg No. NR/S&T/Con / 2.1/97. All material such as Anchor bolts cement, sand, aggregate to be supplied by the contractor	112	Numb ers	10536.07	8428.8 56	944031.872
22	Fixing of CLS surface base, bolting on the foundation. Erection of CLS post with signal unit on the top or on an offset bracket and fitting ladder and guard to the post at the top Concreting ladder base and embedded into the ground with supporting bracket in the middle. Blanking of the ladder for a distance of 1 feet between the height 6'9"and 7'9"from the rail level by MS angle and MS sheet 0.6mm thick wherever required. This includes provision of wooden (sal) cross arm 1Mx1M for CLS unit prior to the commissioning, fixing of AC / DC lit LED Signal unit and hood on CLS unit,wiring the CLS unit and fixing the signal.Elevation and distance of foundation from track shall be in accordance with schedule of dimension for Indian Railway published by Government of India & approved Drawings. All items for the above work except items mentioned in Annx B-2 shall be supplied by the contractor including following items. (i) U bolt for offset bracket. (ii) Wooden cross arm 1Mx1M (iii) MS sheet and MS angle for blanking of ladder (iv) Wire mesh guard, U-lock for unit , nuts and bolts etc for the following.(a) 3/4- aspect of colour light signal.	112	Numb ers	4319	3455.2	386982.4
23	Supply of CLS Signal post 4.6 Metre and ladder 4.5 M with bases (140mm dia, tubler) and platform confirming to IRS:S-6-81 and Drg. No 2011/M and for the ladder RDSO Drg No. SA-23153(adv)or latest .Inspection: RITES	112	Numb ers	20501.59	16401. 272	1836942.464

24	Fabrication, Supply and fixing of retroreflective P/G/C markers with complete fittings as per approved Drg. No. NR/S&T/CON/6.2/97. All material required for the job such as MS sheet, MS angle. Nut and bolts, paint and painting materials will be supplied by the Contractor. The P and G markers shall be as per Drg. No.S 23456(Adv) & SA 23477(Adv) respectively. Inspection by Consignee for supply portion	112	Numbers	811.38	649.10 4	72699.648
25	Supply of colour light signal unit 3/4-Aspect complete without lamp holder, lamp, lense and signal transformer as per IRS-S-26/64 & RDSO Drg No , SA-23002 A/M(Adv) or latest, SA-23001 A/M(Adv) or latest with hand cuff lock 2 No.Inspection: RITES "	112	Numbers	21325.67	17060. 536	1910780.032
26	Supply of Relay plug in type, style AC LED all aspect AC lamp proving relay.Unit with in built current transformer type slow to release neutral line relay 4F/4B contacts, front & back contacts metal to carbon, shall be suitable for working in series with the 100 V AC, LED signal lamp rated at 15 W confirming to RDSO spec STS/E/Relays/AC Lit LED signal/09-2002 Amdt 1 or latest, BRS:941A, IRS-S-34 & IRS-S-23/88, as applicable. The interlocking code for this unit shall be ABDHK type.Inspection: RDSO	336	Numbers	4855.98	3884.7 84	1305287.424
27	Supply of Relay AC immune ,plugin type,style QNA1,DC neutral line relay,24V DC 8F/8B contacts,front & back contacts metal to carbon with plug board retaining clip & connectors confirming to BRS931A,IRS:S60/78 IRS:S34/68 & IRS:S-23/88 as applicable.The interlocking code for this unit shall be ABDGH or latest.Inspection: RDSO	560	Numbers	4911.58	3929.2 64	2200387.84

28	Supply of Relay,Non AC immune ,plug in type,style QN1,DC neutral line relay,24V DC 8F/8B contacts,front & back contacts metal to carbon with plug board retaining clip & connectors confirming to BRS931A,IRS:S60/78 IRS:S34/68 & IRS:S-23/88 as applicable.The interlocking code for this unit shall be ABCDF or latest.Inspection: RDSO	1120	Numbers	4056.47	3245.176	3634597.12
29	DC neutral line relay QNA1K (QSA3), AC immune, DC neutral line 24V, 12F/4B contacts, complete with plug board, retaining clip and connectors. Conforming to BRS 930A, (as applicable) IRS:S34 & IRS:S23 or latest.Inspection: RDSO	336	Numbers	6390.47	5112.376	1717758.336
30	Supply of wiring materials as per IRS spec. No. IRS-76/89 with amendment no.2 or latest Copper wire, PVC sheathed & PVC insulated sizes as under: (a) Power wire 1x6 sq mm (RED & BLACK colour) .Wire to be procured from RDSO approved source.Inspection by consignee.	5	Kilometre	59860.21	47888.168	239440.84
31	"Fabrication, supply and fixing of relay rack of size 2200mm x 690mm along with scaffolding as per as per Drg. No. NR /S&T/ CON/ 4.3/97-A made of angle iron of size 45mmx 45mm x 6mm along with outer frame made of angle iron of size 65mm x 65mm x 8mm fitted with M.S. Squares bars duly ionized, descriptions strips to accommodate plugging - type relay/groups/points contractor units /ECRs/HMUs. All fixing material like anti-tilting device, hylam sheet (Grade P2) of 6mm thickness if required, bolts & nuts, washers, insulator, shoe, angle iron flats, L-bolts, catenary wires and cement concrete etc will be supplied by contractor. This includes cleaning, priming by red oxide, painting & description etc.	27	Numbers	19214.73	15371.784	415038.168

	with ISI mark paints. Inspection by Consignee."					
32	Wiring of relays in relay room/relay huts/location box as per appd wiring diagrams. All wiring material including resistances and condensers and wires etc.to be supplied by contractor . It also includes dressing, bunching , lacing and fixing of relay bases.	2352	Numbers	501.56	401.248	943735.296
33	"Design,Fabrication and supply for Alteration in existing Electronic Interlocking ,Alteration in existing operating panel Modification to existing Interface & Logic Circuits, Application software of VDU & MT, Alterations to the Relay Racks wiring as per the modified Interface circuits along with the supply of necessary wiring material and required Input/output cards and any other type of card,PCB,DC-DC module of Mini IPS , All types of relays and racks for relays & EI equipments, fixture mounting arrangements, fully wired Domino with LED for existing operating panel and accessories necessary to make EI system functional. It includes Installation ,Factory Acceptance Test & Site Acceptance test as per the modified application logic and Commissioning as per RDSO specification No. RDSO/SPN/192/2005 or RDSO/SPN/192/2019 or latest with amendments, as per special condition of contract and technical specifications (including all relevant and latest RDSO	16	Numbers	2637579.47	2110063.576	33761017.22

	<p>Technical Advisory Note (TAN)) and SIP enclosed. It also includes :</p> <p>" Supply of "As built" documents</p> <p>(i) Technician / Jr. Engineer (Installation and Maintenance Level) - Manual for Installation, Testing, Commissioning and Maintenance of the System (6Sets for each EI). (ii) EngineerLevel - Technical & System Module for diagnostic & Troubleshooting for Repair centre (6Sets for each EI). (iii) HigherManagement Level - Functioning and System Overview (6 Sets for each EI). (iv) Completion Documents as per special condition of Contract (6Sets for each EI). (v) Supply of documents as per Technical specification Para - 10.1 of RDSO Specification no RDSO/SPN/192/2005 (6 Sets for each EI). It also includes : "wiring, testing, validation of additional relays in data logger system . The contractor shall supply all the accessories to make VDU/MT functional with EI system through OFC connectivity. It also includes any other accessories required (like simulation panel, lamp board etc.) to make EI system functional. System must be compatible with working in RE area. Inspection: RDSO for supply portion - Any sub item which is not inspected by RDSO will be inspected by Consignee). "</p>					
34	<p>Supply and fabrication of domino units with cover plates and LED as per approved panel diagram, each of size 54x34mm completely wired up similar to Electrostar make .Each domino unit should have all the 15 contact terminals wired up as per technical specification. color of Panel button or LED with domino should be as per panel diagram & instruction of site engineer .Inspection: Consignee for supply portion.</p>	110	Numbers	1179.96	943.968	103836.48

35	Supply of 200 way tag blocks conforming to drg no. SA-24751 or latest and as per IRS:S77/2006(Rev.1) or latest with latest Corr/Rev./Amdt. Inspection by Consignee	112	Numbers	1369.41	1095.528	122699.136
36	Fixing, wiring & soldering of 200 way tag blocks, conforming to drg No .SA-24751 or latest and as per IRS:S-77/2006(Rev.1) or latest with latest Corr/Rev./Amdt., on cable termination rack/relay rack/block rack/HV rack as per Drg.No.NR/S&T/CON/4.3/97A.	112	Numbers	171.69	137.352	15383.424
37	Modification of the existing domino type operating cum indication panel as per approved panel diagram	11	Numbers	4216.88	3373.504	37108.544
38	Supply and installation including wiring of DC-DC converter in IPS 10A(24-40V) make M/s HBL,Amarraja or Statcon.All wiring material,connectors,lugs for installation to be provided by contractor.Inspection: RDSO for supply portion.	112	Numbers	25488	20390.4	2283724.8
39	"Supply of electric fuse complete with fuse block (base) for Railway signalling non deteriorating type low voltage fuse assembly 0.63A/2Amp/6Amp/10A/16Amp. to suit . Specn. No.IRS: S-78/2006 and fuse block made of PBT/Polycarbonate as per IRS:S-75/2006 (Rev.2 & Amd.2) and drg no. 23748 (IRS), Alt-4 or latest. Fuse block shall be suitable for round head type fuses. Inspection by- RDSO."	2240	Numbers	190.96	152.768	342200.32
40	Supply of electronic Cable Route Locator/Tracer equipment of C-scope/Stamley/3M make or similar RDSO recommended. (i) Cable avoidance tool DXL2 digital under ground cable & pipe locating receiver and cable avoidance tool. (ii) SGV2 signal generator. (iii) Signal lamp accessory ST-SC. (iv)Carry bag ST-CB and as per technical specification.Inspection - RITES	8	Numbers	314383.77	251507.016	2012056.128

41	- Fabrication, supply and fixing of concrete cable marker as per RDSO drg. No. SDO/Cable Laying/020, dt.31.10.11. The marker shall be fixed at various places of cable route as per instruction of Eng. at site. Inspection by Consignee	4830	Numbers	1398.38	1118.704	5403340.32
42	- Supply and installation of RFID electronic marker for S&T underground cable with programmable memory for saving the user specific data inside the RFID electronic marker memory chip, later recordable by electronic marker locator during locating (10 cm diameter with floating coil to keep detection circuit always Horizontal for better detection) which can be buried to depth of 5ft. Placing in trench. Inspection by RITES FOR SUPPLY PORTION.	2500	Numbers	2729.72	2183.776	5459440
43	Supply of Megger 500V/100V AC Philips or similar make . Inspection by Consignee	8	Numbers	6768.15	5414.52	43316.16
44	"Supply of tool kit for JE/SE/SSE for Maintenance as per tech spec. given below: (1) Digital Multi Meter suitable for axle counter ranges 20 Amp AC/DC make protek 506 or similar - 1 no. (2) Digital clamp Multi Meter range up to 100 Amps for AC/DC current make SEW or similar - 1 no. (3) Leather Tool Bag for keeping tool kit - 1 no. (4) Plier Sealing with sealing code bit - 1 no. (5) Plier Wire Cutting 8"" make Taparia or similar - 1 no. (6) Nose Plier 4"" make Taparia or similar - 1 no. (7) Wire Stripper - 1 no. (8) Screw Driver set multi port type - 1 set (9) Track shunt resistance 0.5 ohm - 1 no. (10) Soldering Iron 230V AC/65 watt - 1 no. (11) Soldering Iron 230V AC/35 watt with different type replacement soldering head - 1 no. (12) Soldering Iron 110V AC/35 watt - 1 no. (13) Measuring Tape steel 30 meters - 1 no. (14) Measuring Tape steel 3 meters - 1 no. (15)	8	Numbers	64192.12	51353.696	410829.568

	Rechargeable Torch Superior quality -1 no. (16) File Flat 8"" long - 2 nos. (17) File Round smooth 8"" long - 2 nos. (18) File Flat Bsterred 8"" long - 2 nos. (19) Electric Drill Machine Portable 6mm make wolf or similar -1 no." Inspection by Consignee.					
45	Supply and installation of data logger failure analyser with configuration INTEL Core I-7, 4GB DDR3 SD RAM, cache 8MB, level 2, 500GB HDD or better or SSD for data input .It also include supply of 32" LED FULL HD monitor, A-4 size Laser printer, online UPS 1KVA with 30min backup, computer table and chair.The data logger failure analyser should be compatible for configuration the system in case of any alteration in the yard interlocking in future. Inspection by Consignee	5	Job	93223.71	74578.968	372894.84
46	Alteration/installation,wiring,testing,commisioning of datalogger as per RDSO spec no. IRS:S99/2006 or latest and as per technical specification.execution shall be done by OEM.	11	Job	19631.71	15705.368	172759.048
47	Designing , preparation of locking table, selection table, circuit diagram,contact analysis chart, relay rack chart etc; preparation of operating & indication panel Domino type diagram, (circuit shall be designed by the contractor with the use of Q series relays on the basis of approved signal Interlocking plan and obtaining approval of Competent Authority). The operating & indication panel may have addition & alteration to an extent of 5% variation in number of Domino.Designing should be as per Railway specifications and as per latest rules prescribed by Rly. This also includes preparation of	56	Job	52945.56	42356.448	2371961.088

	<p>cable route plan,Cable core chart,Station working rule diagram, Power supply arrangement,Cable termination chart in relay room and location boxes,Location wiring plan,Cable insulation chart,Fuse analysis,Indoor circuit diagram,Track circuit jumper plan,Terminal and Contact analysis chart, Outdoor circuits and other outdoor diagrams and obtaining approval of the engineer as per following :- Supply of 6 copies of complete set of superior quality paper including one set laminated, properly bound in file with cushioned cover. Software backup of complete set in the form of CD (2 Nos.) One complete set of tracings Design through CAD. Drawings in A-3 size & plan in bigger size papers. (six sets)</p>					
48	<p>Supply, Installation, testing and commissioning of Electrically Operated lifting barrier assembly as per RDSO Spec. No. RDSO/SPN/208/2012 (version 2.0) or latest consisting of 2 nos. of electrically operated lifting barriers, 2 pedestals, 8 band circuit controller with limit switches, hand cranks, 2 electric motors, 110V AC, without centrifugal switch, 2 GI Boom in 4 sections of 8 feet each with 2 retroreflective stop boards, boom light boxes, MS counter weight, 2 nos. of boom support for resting boom etc. The item also consists of following items: a) Supply of motorized boom locking /unlocking assembly with electrical coil complete (1no. each) b) supply of level crossing gate control panel floor mounting type with switches and buttons sheet metal fabricated, (1 No) c) Supply of push button for operating the gate with 2 NO/NC contact, green colour-close &</p>	2	Numbers	615436.13	49234 8.904	984697.808

	Amberopen, Siemens or Kaypee or similar make (1 no.) d) Supply of solid state electronic flasher 24V DC operated (1 no. each). e) Supply of dual tone warning bell with 20W horn & 15W amplifier (2 no. each). It also includes fabrication, wiring, fixing of gate indication panel in Gate lodge/Goomty Inspection by RDSO for Supply portion.					
49	Supply of Electronic Timer relay, 24 V DC (60sec) Inspection by RDSO	2	Numbers	3627.57	2902.056	5804.112
50	Supply, Installation & Commissioning of Emergency Sliding Boom complete with all accessories for L/B gate. Inspection by RITES FOR SUPPLY PORTION	2	Numbers	288049.73	230439.784	460879.568
51	"Supply, installation and wiring complete KLCR and its box in location boxes, supply, installation, wiring of heavy duty push button, LED indicator on MS sheet as per N.R. practice for crank handle locking. This work includes fixing & wiring of magneto telephones as per instructions of the site Engr. This includes all materials such as heavy duty push button, LED indicator (10mm), MS sheet of 4.5mm thick, nuts and bolts, fixing materials for the magneto telephone, and wiring materials to be supplied by contractor. Inspection by RDSO FOR SUPPLY PORTION."	2	Job	19755.37	15804.296	31608.592
52	Supply of Transformer 3KVA 230V/130/110V as per IRS Spec No.S-72-88 with latest amendment. Inspection by RDSO	2	Numbers	15085.33	12068.264	24136.528
53	True RMS mini Clamp meter 100 Amp AC/DC make Metravi 4673 , fluke or similar Precision down to 1mA and 0.1mV, with resolution of min. 1 mA .100A AC/DC current measurement 600V AC/DC voltage measurement 20 Mohm resistance measurement The	20	Numbers	8708.93	6967.144	139342.88

	meter comprises of minimum additional facility of AC/DC voltage measurement, Resistance measurement, continuity measurement. with One year warranty and backlight display facility inspection :consignee					
54	- Dismantling of lifting barrier/ gate leaves complete set along with winch , wire rope, boom locking arrangements.All dismantled material to be transported and stack in the store of DY.CMM/AMV/LKO store depot or SSE/Sig/RR/LKO or any other store of N.Rly as per consignee. Note :- Before dismantling joint survey is to be done with the site engr. and report to be submitted to the site engr. (1 Job= 1 Lifting barrier)	2.0	Job	3389.03	2711.2 24	5422.448
55	Dismantling and releasing of single signal post which includes dismantling of signal fittings electrical and mechanical both wheel of sorts ,GI pipe , Pulley stakes , wire run from cabin to signal post etc .All dismantled material to be transported and stack in the store of DY.CMM/AMV/LKO store depot or SSE/SIG/RR/LKO or any other store of N.Rly as per consignee. Note :- Before dismantling joint survey is to be done with the site engr. and report to be submitted to the site engr. (1 Job= 1 Signal)	30	Job	1402.55	1122.0 4	33661.2
56	Loading, Leading & unloading of released materials from site to the Dy.CMM/Alambagh store or any other store at Lucknow Division by contractor	1000	MT-Km	5.94	4.752	4752
57	- Earth work for excavation and refilling around location boxes and signals etc. where necessary including 50M lead and 1.5M lift. The lead is to be measured from centre of gravity of location to the centre of filling and lift from main ground level. The earth work should be well rammed including	100	cum	156.94	125.55 2	12555.2

	breaking of clods, leveling and dressing etc. as per instruction of Engineer at site.					
58	<p>Concreting unscheduled item in concrete of 1:3:6 ratio in cement, coarse sand and aggregate 25mm at different places in the yard and plastering top in fine plaster of 1:4 cement sand ratio. It also includes the excavation of earth as required at site and as per instruction of site in charge. The volume in cubic meters shall include the volume occupied by angle or flat or GI pipe required to be embedded in the casting. Cement coarse sand and aggregate 25mm are to be supplied by the contractor.</p>	280	cum	3481.86	2785.488	779936.64
59	<p>Shifting of Apparatus case Single: It includes the Excavation of pit in and around the existing location boxes very carefully without damaging the working cables and shifting and turning the location boxes to clear of the infringement as instructed by the railway representative at site. The work includes ensuring the safety of the signalling system, releasing the cables coils to give access for shifting/ turning the location boxes. Necessary masonry work and earth work in and around the location boxes to the required level shall be done as instructed by the Railway representative at site, if the existing earth connection to the location boxes are disturbed the earth wires shall be the properly reconnected. (All materials required for the work shall be supplied by the contractor).</p>	30	Numbers	4457.26	3565.808	106974.24

60	Shifting of Apparatus case Half: It includes the Excavation of pit in and around the existing location boxes very carefully without damaging the working cables and shifting and turning the location boxes to clear of the infringement as instructed by the railway representative at site. The work includes ensuring the safety of the signalling system, releasing the cables coils to give access for shifting/ turning the location boxes. Necessary masonry work and earth work in and around the location boxes to the required level shall be done as instructed by the Railway representative at site, if the existing earth connection to the location boxes are disturbed the earth wires shall be the properly reconnected. (All materials required for the work shall be supplied by the contractor).	30	Numbers	2950.81	2360.648	70819.44
61	Engaging mechanical lifter or other machineries for lifting of location box , leveling the formation, dismantling any infringing structures, clearing and removing debris etc with all lead and lifts etc., complete and as per the instruction of railway representative at site.	50	Hour	1032.61	826.088	41304.4
62	Cleaning, scrapping, painting & lettering of all newly installed & existing gears such as signals, point equipment, track circuit equipment with TC No. on rail, apparatus cases, JB, TLJB, point Roding, cranks, compensators etc. including gate equipment if existing in station section as per the provision of IRSEM. All paints (ISI marked) shall be approved by Railway Engineer and painting materials to be supplied by the contractor. This includes writing, and painting requirement of all indoor and outdoor gears along with marking of all circuit Nos. near terminal and terminal	27	Job	24282.93	19426.344	524511.288

	boards/rack in apparatus cases, Jn .boxes, relay room, SM room, writing of relay nomenclature, fuse Nos. and equipment nomenclature as per the approved plans and as per provision of IRSEM. (1 JOB = 1 Station)					
63	Supply and provision of straight through joints thermo shrink jointing kit with the help of thermo shrink jointing kit as per specifications, drawings and stipulations of tender documents and as per approved cable route plan at various locations for 06 Quad/04 Quad cable. Jointing kits to be supplied as per RDSO specification IRS:TC 77-2012 (Rev.-3) or latest amendments . Inspection by RITES.	100	Numbers	7667.91	6134.328	613432.8
64	Monthly Basis Hiring Services - MUV; 2000 Km; Outstation 24*7 Non AC MUV with sitting capacity of 4 or more people Mahindra Bolero Camper, Tata Xenon, Mahindra Imperio etc.	12	VehicleMonth	44330.54	35464.432	425573.184
						130164752.3

Annexure - 05**PROFORMA FOR PERFORMANCE BANK GUARANTEE**

(On Stamp Paper of ₹ One Hundred)

To,
Territory Manager(LKO),
RailTel Corporation of India Limited, Northern Region,
6th Floor, 3rd Block, Delhi IT Park, Shastri Park, New Delhi-110053

CoR Tender No: GSU-LKO-SnT-DD-B-ROUTE-3 Online Portal Dated: 03.07.2024 on www.ireps.gov.in portal

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 ofcontractor 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 demandor 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 or 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 2022 for (Name of Bank)

In the presence of Witnesses:

1. Signature With Date

2. Signature With Date Name

Name

Encl: SFMS PBG Report

Annexure-06**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (this “Agreement”) is made and entered into on this ____ day of ___, 2022 (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 & Northern Region 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, 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 unauthorised 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 NewDelhi.

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 contractor 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 consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.

(b) 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, subcontractors and licensees, and shall require its Affiliates to advise their Representatives, contractors, subcontractors 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, subcontractors 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.

:

RailTel Corporation of
India Limited:

By

By

— Name:
Title:

— Name:
Title:

Witnesses:

Annexure 07**Technical Compliance****Eol Ref No.: RCIL/LKO/EOI/GSU-LKO-SnT-DD-B-ROUTE-2 Dt. 22.07.2024 Date:****CoR Tender No:** GSU-LKO-SnT-DD-B-ROUTE-3 Online Portal Dated: 03.07.2024 on
www.ireps.gov.in portal

Business Associates are requested to mention the details of compliance of technical solution proposed.

S. No	Scope Item	Specification as per technical Document	Proposed OEM Name	MAF Provided (Yes/No)	Compliance sheet
A	B	C	D	E	F
1	To be filled by Bidder As per Technical Document Copy of CoR	To be filled by Bidder As per Technical Document Copy of CoR	To be filled by Bidder	To be filled by Bidder	To be filled by Bidder
2	To be filled by Bidder	To be filled by Bidder	To be filled by Bidder	To be filled by Bidder	To be filled by Bidder

Annexure 08**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)

This Pre-Bid Agreement (the “**Agreement**”) is made at New Delhi on this ____ Day of _____(month) 2022.

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. XXXX, (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 "Mini Ratna (Category-I)" 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 datacentres at Secunderabad and Gurugram. RailTel has created a slew of digital services like cloud, hosting, hosted Video Conferencing service, Aadhar Services, Content delivery platform, WiFi 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 End Customer for “_____”

for End Customer Organization for agreed Scope of Work”(hereinafter referred as “The said work/project/tender”), and subsequently, based on the offer submitted by M/s XXXX towards the RailTel's EOI, M/s XXXX 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 end customer, complete details of which have deliberately not been shared with XXXX and XXXX has waived its right to get the RFP document of end customer owing to confidentiality concern raised by the end customer. 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 end customer 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 end customer. **(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. _____) from M/s XXXX 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. XXXXX, earnest money deposit / EMD declaration (whichever is applicable) and performance bank guarantee to **End customer** and accordingly "XXXX" shall submit to RailTel, BG amounting to Rs. _____ as the earnest money deposit. Further, XXXX 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.

XXXX agrees, undertakes and acknowledges that following shall be Scope of Work of XXXX 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) End customer announces or notifies the cancellation of the said Project and / or withdrawing the said RFP.
- (b) The receipt of an official communication that End customer chooses not to proceed with RailTel for the said Project or RailTel is not short listed by End customer.
- (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 floated by end customer for Implementation of Network Security System and Integration for end Customer

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 end customer 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 between the parties shall be only on receipt of payment from end customer.

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 defence) 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 XXXX 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 End Customer or any other cost or losses incurred due to default/non performance on part of XXXX.

9. COMPLIANCES TO STATUTORY OBLIGATIONS

- 9.1. Parties shall also obtain and keep in place necessary insurance policies, mediclaim 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

If a Party subcontracts certain supplies or services pertaining to its scope of work to the other party, then the resulting relationship between such parties shall be governed by a separate subcontract. This Agreement shall not in any way be affected thereby except as stated otherwise in this Agreement

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 endeavours 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 endeavours to minimise 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 subcontractors who have a need to know such information for purposes related to this Agreement, provided that such subcontractors 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 XXXX agrees and acknowledges that XXXX, 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. XXXX shall always and at all times comply with the obligations and restrictions contained in the said regulations. In terms of the said regulations, XXXX 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, XXXX undertakes, agrees and acknowledges that being RailTel's Business Associate, XXXX shall maintain utmost confidentiality in relation to said Project. XXXX 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 XXXX as strictly confidential and XXXX 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: Executive Director / Northern Region

Address: 6th Floor, 3rd Block, Delhi IT Park, New Delhi – 110053

Tel No.: +91-11-22185933/22185934

Email: ednr@railtelindia.com

To XXXX

To: XXXX

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

For XXXX
Authorised Signatory

Name:
Designation:

Name:
Designation:

In Presence of witness:

Signature:
Name:
Address:

Signature:
Name:
Address

Annexure 09**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.
9. I/we the BA(s) have carefully read and understand terms and conditions of the tender/RFP/EOI of CoR and also accept all the terms and conditions of the tender/RFP/EOI of CoR including addendum/corrigendum.
10. I/we understand that we will submit all the required MAF/documents/annexures as per requirement of tender/RFP/EOI of CoR before reasonable time as conveyed by competent Authority of RailTel : one day before the bid submission date of CoR. Failing which, our bid may be disqualified.

DEPONENT
SEAL AND SIGNATURE OF THE BA VERIFICATION

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

DEPONENT
SEAL AND SIGNATURE OF THE BA

Place:

Dated:

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

Annexure 10

EMD BANK GUARANTEE FORMAT

EoI Ref No.: RCIL/LKO/EOI/GSU-LKO-SnT-DD-B-ROUTE-2 Dt. 22.07.2024 Date:

CoR Tender No: GSU-LKO-SnT-DD-B-ROUTE-2 OnlinePortal Dated: 22-07-2024 on
www.ireps.gov.in portal

WHEREAS, _____ [name of Bidder] (hereinafter called "the Bidder")
has submitted his

Bid dated _____ [date] Selection of Implementation Partner from
RailTel Empaneled Business Associate for exclusive PRE-BID TEAMING
ARRANGEMENT for the work of "....." [name of
Contract] (here in after called "the Bid").

KNOW ALL PEOPLE by these presents that We _____ [name of
bank] of

_____ [name of country] having our registered office at

_____ (Hereinafter called "the Bank") are bound unto
RailTel Corporation of India Limited., 6th Floor, IIIrd Block, Delhi Technology Park, Shastri
Park, Delhi-110053 [name of Employer] (hereinafter called "the Employer") in the sum of
Rs. xxxxxxx (Rupees **in words** only) for which payment well and truly to be made to the
said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity
specified in the Form of Bid;

or

(2) If the Bidder having been notified of the acceptance of his bid by the Employer during
the period of Bid validity:

a) Fails or refuses to execute the Form of Agreement in accordance with the
Instructions to Bidders, if required;

or

b) fails or refuses to furnish the Performance Security, in accordance with the
Instruction to Bidders;

or

c) does not accept the correction of the Bid Price;

we undertake to pay to the Employer up to the above amount upon receipt of his first
written demand, without the Employer having to substantiate his demand, provided that in
his demand the Employer will note that the amount claimed by him is due to him owing to
the occurrence of one or any of the three conditions, specifying the occurred condition or
conditions.

This Guarantee will remain in force up to and including the date _____* days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____
WITNESS _____ SEAL _____

[Signature, name, and address]

* _____ days after the end of the validity period of the Bid.

Annexure-011**"FORMAT FOR POWER OF ATTORNEY TO AUTHORIZE SIGNATORY"****Power of Attorney**

(To be executed on non-judicial paper of appropriate value as per Stamp Act relevant to place of execution)

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms. (name), _____ son/daughter/wife of _____ and presently residing at _____, who is presently employed with us and holding the position of _____, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the- ***insert name of work*** proposed or being developed by the RailTel Corporation of India Limited (the "Employer") pursuant to the NIT/EOI document no. _____ issued by Employer, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidder/Partners and other conference and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till entering into the Contract Agreement with the Employer. AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2022 _____

(Signature, Name, Designation and Address of Person Authorized by Board Resolution (in case of Firm/ Company)/ partner in case of Partnership firm)

Witness1:

Witness2:

Accepted Notarized

(Signature Name, Designation and Address of Attorney)