RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking)

Expression of Interest for selection of suitable partner from Empaneled Business Associate for Exclusive Pre-Bid teaming arrangement

For

"PGCIL Communication Equipment Package FOTE-05 (CC/NT/W-COMM/DOM/A01/24/16897, available on PRANIT portal): Communication Equipment (SDH) Supply and Installation package for Communication Schemes approved in 24th NCT"

EOI No: RailTel/EOI/COMKTG/BD/PGCIL-FOTE-05-SDH/2024-25 dated 20th Jan 2025

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EOI NOTICE

Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 EOI Notice No: RailTel/EOI/COMKTG/BD/PGCIL-FOTE-05-SDH/2024-25 dated 20th Jan 2025

RailTel Corporation of India Ltd., (here after referred to as "RailTel") invites EOIs from RailTel's Empaneled Partners for the selection of suitable partner as Exclusive pre bid teaming arrangement for "PGCIL Communication Equipment Package FOTE-05 (CC/NT/W-COMM/DOM/A01/24/16897, available on PRANIT (https://etender.powergrid.in/irj/portal) portal): Communication Equipment (SDH) Supply and Installation package for Communication Schemes approved in 24th NCT."

The details are as under:

1	Last date for submission of Technical Packet against EOI by bidders	24 th Jan 2025 at 17:00 Hours
2	Opening of Technical Bid of EOI.	24th Jan 2025 at 17:30 Hours
3	Number of copies to be submitted for scope of work	One
4	EOI fees (Non-refundable)	Rs. 25,000 /- + GST
5	Token EOI EMD	a) Rs. 5,00,000/- (Five Lakhs Only) to be submitted along with EOI (To be submitted via online bank transfer only). RailTel Bank Details: Union Bank of India Account No.: 340601010050446 IFSC Code: UBIN0534064 b) Balance EMD to be submitted by selected Business Associate, in the form of BG/online transfer before submission of final bid to the end customer of the remaining value equivalent to 1% of BA bid value. For Bank Guarantee as EMD: BG as EMD validity: Bid validity period (up to 04/10/2025) + 3 months and claim period of 1 year from BG expiry period. OR 3 months beyond customer's bid validity (whichever is higher)

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		To mandatorily send the Cover message at the time of BG issuance. IFSC Code of ICICI Bank to be used (ICIC0000007). Mention the unique reference (RAILTEL6103) in field 7037.)
		For Online Transfer: RailTel Bank Details: Union Bank of India Account No.: 340601010050446 IFSC Code: UBIN0534064.
6 C	Customer RFP Details	PGCIL Communication Equipment Package FOTE-05 (CC/NT/W-COMM/DOM/A01/24/16897, available on PRANIT portal): Communication Equipment (SDH) Supply and Installation package for Communication Schemes approved in 24th NCT

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

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

Level 1:

Contact: Ms. Aarushi Sinha

Designation: Deputy Manager/BD Email: aarushi.sinha@railtelindia.com

Level 2:

Contact: Sh. Yogesh Sen Designation: AGM/Mktg

Email: yogeshsen@railtelindia.com

Level 3:

Contact: Sh. Arya Vrat Sharma

Designation: JGM/BD

Email: aryavrat@railtelindia.com

Level 4:

Contact: Sh. Alok V Agnihotri

Designation: GM/BD

Email: avagnihotri@railtelindia.com

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Note:

- Empanelled partners are required to submit the EOI response on e-Nivida (https://railtel.enivida.com/) portal, duly signed by Authorized Signatories with Company seal and stamp.
- 2. The EOI response is invited from eligible Empaneled Partners of RailTel only.
- 3. All the documents must be submitted with proper indexing and page no.
- 4. This is an exclusive pre-bid partnership arrangement with an empaneled business associate of RailTel for participating in the end customer RFP. The selected partner's authorized signatory must give an undertaking for not submitting 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 the end customer organization by RailTel). This undertaking must be given with this EOI Response.
- Transfer and Sub-letting. The Business Associate has no right to give, bargain, sell, assign, or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third partytake benefit or advantage of the present Contract or any part thereof.
- Any technical and eligibility criteria sought from the bidder in the customer RFP may or may
 not be required as the criteria to be qualified by the participant business associate in this
 EOI. However, compliance of OEM criteria as sought in customer RFP must be provided by
 participant BA in the EOI.
- Selected bidder shall support RailTel to submit invoices to end customer on time by providing completion certificates for its scope of work.
- Bidder/selected partner understands that if he so selected will be treated as Bidder and not vendor in any manner. It is categorically agreed without any doubt that provision related to MSME shall not be applicable to the selected partner and payment terms shall be governed in accordance with the definitive agreement entered with bidder.
- Railtel shall raise the invoices to end customer as per project milestones. Successful bidder must ensure that project milestones are met so that invoicing can be done in time bound manner.
- All terms and conditions are applicable on back-to-back basis on selected bidder as per customer RFP (PGCIL Communication Equipment Package FOTE-05 (CC/NT/W-COMM/DOM/A01/24/16897, available on PRANIT portal). No advance payment is applicable.
- 11. Variation of the requirement will be on back-to-back basis as per customer RFP.
- Price schedule to be submitted as per customer RFP.

1. Introduction about RailTel

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

RailTel has approximately 61000 kms of OFC along the protected Railway tracks. The transport network is built on high-capacity DWDM and an IP/MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon and Secunderabad hosting / co-locating critical applications. RailTel is also providing Telepresence as a Service (TPaaS), where a High-Definition Video Conference facility bundled with required BW is provided as a Service.

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

RailTel's business service lines can be categorized into three heads namely B2G/B2B (Business to Government and Business to Business) and B2C (Business to customers):

Licenses & Service portfolio:

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



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a) Carrier Services

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

b) Enterprise Services

- Managed Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above
- MPLS VPN: Layer-2 & Layer-3 VPN available for granularities from 2 Mbps& above
- Dedicated Internet Bandwidth: Experience the "Always ON" internet connectivity at your fingertips in granularities 2 Mbps to several Gbps
- c) DATA CENTER Infrastructure as a service (laaS), Hosting as Services, Security operation Centre as a Service (SOCaaS): RailTel has MeitY empaneled two Tier-III data centers in Gurgaon & Secunderabad. Presently RailTel is hosting critical applications of Indian Railways, Central & State government/ PSUs applications. RailTel will facilitate Government's applications / hosting services including smooth transition to secured state owned RailTel's Data Centers and Disaster Recovery Centers. RailTel also offers SOC as a Service 'SOCaaS'. In addition, RailTel offers VPN client services so that employees can seamlessly access government's intranet, applications securely from anywhere without compromising security.
 - National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India using state
 of the art NGN based network through its Interconnection with all leading Telecom Operators
 - Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth& above
 - · Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
 - Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's
- d) High-Definition Video Conference: RailTel has unique service model of providing highdefinition video conference bundled with Video Conference equipment, bandwidth and FMS services to provide end to end seamless services on OPEX model connecting HQ with other critical offices. RailTel also offers application-based video conference solution for employees to be productive specially during this pandemic situation.

e) Retail Services - Rail Wire

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

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maintaining broadband services and up to 66% of the total revenues earned are shared to these local entrepreneurs in the state, generating jobs and revitalizing local economies. On date RailTel is serving approx. 5,00,000 subscribers on PAN Indian basis. RailTel can provide broadband service across— Government PSU or any organization's officers colonies and residences.

2. Project Background and Objective of EOI

RailTel intends to participate in RFP floated by end Customer organization, RailTel invites EOIs from RailTel's Empaneled Partners for the selection of suitable partner for participating in the below mentioned work for the agreed scope of work. The empaneled partner is expected to have excellent execution capabilities and good understanding of customer local environment.

3. Scope of Work

The broad scope of procurement of this part includes the survey, planning, design, engineering, supply, transportation, insurance, delivery at site, unloading, handling, storage, installation, termination, testing, training, demonstration for acceptance, commissioning and documentation of:

SDH Equipment along with suitable interfaces & line cards etc.

Network Management System (NMS)

 All cabling, wiring, Digital Distribution Frame patch facilities and interconnections to the supplied equipment at the defined interfaces.

DDF cross connects required to route and activate circuits.

- System integration of the supplied subsystems and also integration with existing communication equipment such as SDH, MUX etc.
- Integration of supplied system with existing and new PMUs, RTUs, SCADA system, PLCC equipment, PABX etc.
- vii. Reconfiguration of communication channel in existing communication equipment.

Repeater Shelter along with associated subsystem

Maintenance of the supplied system

All other associated works/items described in the technical specifications for a viable and fully functional communication network.

The above scope of work is indicative, the detailed scope of work, financial format, and the end customer details are as per customer RFP (CC/NT/W-COMM/DOM/A01/24/16897, available on PRANIT portal).

In case of any discrepancy or ambiguity in any clause/specification pertaining to the scope of the work area, the RFP released by the end customer organization shall supersede and will be considered sacrosanct. (All associated clarifications, responses to queries, revisions, addendum and corrigendum, associated prime service agreement (PSA)/MSA/SLA also included.)

Business associates can participate as sole bidders. Bidding by the consortium is not allowed.

Special Note: RailTel may retain any portion of the work mentioned in the end organization RFP, where RailTel has competence so that the overall proposal becomes the most winnable.

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4. Response to EOI guidelines

a. Language of Proposals

The proposal and all correspondence and documents shall be written in English language only.

RailTel's Right to Accept/Reject Responses

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

c. EOI Response Document

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

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

d. Period of Validity of Bids and Bid Currency

Bids shall remain valid up to (04/10/2025 + 3 months) from the last date of Bid submission of End customer RFP Or as per end customer requirement.

e. Bidding Process

The bidding process as defined in para 4.10 & 5.

f. Bid Earnest Money (EMD)

The Business Associate shall furnish a sum as given in EOI Notice via online transfer from any scheduled bank in India in favor of "RailTel Corporation of India Limited" along with the offer. This will be called EOI EMD. The EMD can also be submitted in the form of Bank Guarantee.

BG as EMD validity: BG as EMD validity: Bid validity period (up to 04/10/2025) + 3 months and claim period of 1 year from BG expiry period OR 3 months beyond customer's bid validity (whichever is higher)

- Offers not accompanied by valid EOI Earnest Money Deposit shall be summarily rejected.
- ii. In case of Bidder's offer is selected for bidding, the bidder has to furnish Earnest Money Deposit balance (EMD) in proportion to the quoted value/scope of work to RailTel before submission of the bid to the end customer as and if applicable as per details mentioned in Para-5 of EOI notice.

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- Return of EMD for unsuccessful Business Associates: EOI EMD of the unsuccessful Business Associate shall be returned without interest after completion of EOI process.
- iv. Return of EMD for successful Business Associate: EOI-EMD & Earnest Money Deposit (balance proportionate EMD), if applicable, of the successful bidder will be discharged / returned as promptly as possible after the receipt of RailTel's EMD/BG from the Customer and or on receipt of Security Deposit / Performance Bank Guarantee as applicable (clause no. 4.7) from Business Associate whichever is later.
- Forfeiture of EOI EMD or EOI EMD & EMD (balance proportionate EMD) and/ or Penal action as per EMD Declaration:
 - The EOI EMD may be forfeited and/ or penal action shall be initiated if a Business Associate withdraws his offer or modifies the terms and conditions of the offer during the validity period.
 - Non-submission of SD and/ or PBG (as per clause no. 4.7) leads to forfeiture of EOI EMD, EMD (balance proportionate EMD).
- g. Security Deposit / Performance Bank Guarantee (PBG)
 - In case the bid is successful, the PBG (percentage and validity as prescribed by customer) of the requisite amount proportionate to the agreed scope of the work will have to be submitted to RailTel.
 - As per work share arrangements agreed between RailTel and Business Associate, the PBG will be proportionately decided and submitted by the selected Business Associate.
- h. Last date & time for Submission of EOI response

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

i. Modification and/or Withdrawal of EOI response

EOI response once submitted will be treated as final and no modification will be permitted except with the consent of RailTel.

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

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

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j. Details of Financial bid for the above-referred tender

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

k. Clarification of EOI Response

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

I. Period of Association/ Validity of Agreement

RailTel will enter into a pre-bid agreement with selected bidder with detailed Terms and conditions. The pre-bid agreement to have terms and conditions that is in line with end customer RFP & mutually agreed upon.

5. Eligibility Criteria for Bidding Business Partner of RailTel

S.No.	Parameter	Qualifying Criteria	Documents to be provided
1	General	The company must have: I. a valid PAN card. II. been registered with GST.	Copy of PAN Card. Copy of GST registration certificate.
2	Turnover	Minimum Average Annual Turnover^(MAAT) for best three years i.e. 36 months out of last five financial years of the bidder should be ₹ 8.55 Cr or equivalent.	Audited Balance Sheet along with CA certificate (including UDIN no.)
3	Net Worth	The bidder should have positive net- worth in last 3 financial years	Audited Balance Sheet along with CA certificate (including UDIN no.)
4	Liquid Assets	Bidder shall have Liquid Assets (LA) or/and evidence of access to or availability of credit facilities of not less than 10% of ₹ 8.55 Cr, i.e., ₹ 85.45 lacs or equivalent.	Bank Certificate/ CA certificate (including UDIN no.)
5	Experience	The Bidder must have supplied, installed, tested and commissioned at least Five (5) nodes of SDH equipment (at least operational for 1 year) or / IT /ICT/Telecom Experience in one or more projects during last seven (07) years.	Copy of Purchase/ Work Order and completion/ satisfactory performance certificate issued by client. The bidder must provide details of a personnel for verification purpose at PO/ certificate issuing organization clearly mentioning name of client, designation, contact number and mail ID on bidder's letterhead.
6	Technical Compliance of the Scope of Work	The Technical Compliance of the Scope of Work must be submitted. However, format may be modified by bidder as per their choice, but item must be marked with OEM Name, MAF provided or not and Data Sheet attached.	Bidder must provide complete technical compliance for scope of work as per the BID scope of work.
7	Make and Model	Technical Compliance sheet with make and model.	Bidder must provide the make and model for each item of BoM.
8	Unconditional Acceptance of Scope of Work	Undertaking on letterhead duly signed and stamped by authorized signatory for unconditional Acceptance of the Scope of work and any Other/General Document.	Bidder must submit the unconditional acceptance of the scope of work as per the BIDs.
9	Unconditional acceptance of BID terms	BID's unconditional acceptance on company's letterhead	Bidder must submit the unconditional acceptance of the BID terms.
10	Annexure - 01	BID COVER LETTER	
11	Annexure - 02	Self-Certificate for Tender, Technical & other compliance	





12	Annexure - 03	Non-Blacklisting Bidder should not be blacklisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body on the last date of submission of BID	Bidder has to submit an undertaking or letterhead duly signed and stamped by authorized signatory for non-black listing.
13	Annexure - 04	Format of Affidavit	On Rs 100 Non judicial stamp paper and notarised.
14	Annexure - 05	Integrity Pact	As per Customer RFP
15	Annexure - 06	Safety Pact	As per Customer RFP
16	Annexure - 07	Non-Disclosure Agreement	As per Customer RFP
17	Annexure - 08	Non-Disclosure Agreement	As per Railtel's EOI
18	Annexure - 09	EMD in BG Format	EMD/PBG Bank Guarantee Format
19	Annexure -	Technical Compliance	Bidder must submit the technical compliance along with the bid
20	Annexure -	Compliance to Rule 144 (xi) of GFR, 2017 including amendments till date	
21	Annexure - 12	Local Content Compliance (As per format of the Customer RFP)	The bidder has to submit the local content % for the proposed solution
22	Annexure - 13	Undertaking on Conflict of Interest	
23	Annexure - 14	Power of Attorney Format	On Rs 100 Non-judicial stamp paper and notarised
24	Annexure - 15	CHECKLIST OF DOCUMENTS FOR BID SUBMISSION	Bidder has to provide the filled list of checklist (As per Railtel EOI and Customer EOI both together.
25		cument of OEM and SOR compliance as p of Customer RFP.	

The bidder participating in the Bid must submit the following documents:

- Certificate of Compliance as per conditions laid in the BID
- 2. Documents mentioning the following:
 - a. About the Company/bidder
 - Experience in the IT/ICT/Telecom Domain.
 - c. Manufacturer's Authorization Format (MAF) (as per customer RFP)
 - d. Detailed Technical Solution Document (as per customer RFP)
 - e. List of OEMs as part of the proposed solution (as per customer RFP)

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6. Bidder's Profile

The bidder shall provide the information in the below table:

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

- The Business Associates are evaluated based on the Eligibility Criteria as per clause no. 5 above.
- b. RailTel reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants. The RailTel evaluation committee will determine whether the proposal/ information is complete in all respects and the decision of the evaluation committee shall be final. RailTel may at its discretion assign a lead factor to the Business associate as per RailTel policy for shortlisting partners against this EOI.
- All General requirement mentioned in the Technical Specifications are required to be complied with. The solution proposed should be robust and scalable.
- d. The selection of successful BA among the participant BAs in the EOI will be purely based on the compliance of eligibility as per clause no. 5 and L1 in price quotation.

8. Payment terms

8.1 RailTel shall make payment to selected Business Associate after receiving payment from Customer for the agreed scope of work. In case of any penalty or deduction made by customer for the portion of work to be done by BA, same shall be passed on to Business Associate.

8.2 All payments by RailTel to the Partner will be made after the receipt of payment by RailTel from

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end Customer organization. No advance payment will be done.

- 8.3 Actual payment terms shall be as per agreement between RailTel and Customer and shall be confirmed at the time of PO issuance.
- 8.4. RailTel shall release the payment to selected bidder after receiving payment from Customer and on submission of Tax invoice by selected bidder on back-to-back basis.
- 8.5 Payment terms are on back-to-back basis on receipt of the payment from customer (No Advance payment).

9. SLA

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

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

10. Variation in Contract

+/- 50 % variation may be operated during the period of validity of agreement with the approval of competent authority with similar terms and procedure as specified in the agreement with customer or EOI.

11. Security Deposit / Performance Bank Guarantee (PBG)

In case RailTel submits BG to customer, successful bidder has to furnish security deposit in the form of Performance Bank guarantee @ 3 - 10% of issued PO/ LOA value with tax of valid for 3 months beyond the date of completion of all contractual obligations including warrantee obligations. The same should be submitted within 30 days of issue of LOA/PO, failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of LOA/PO. This PBG should be from a Scheduled Bank and should cover warranty period plus three months for lodging the claim. The performance Bank Guarantee will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.

- 11.1 The Performa for PBG is given in Form No. 1. If the delivery period gets extended, the PBG should also be extended appropriately. The security deposit/PBG shall be submitted to Corporate Office & will bear no interest.
- 11.2 A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in interest of bidder to obtain RailTel's Bank IFSC code, its branch and address and advise these

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particulars to the BG Issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.

11.3 The security deposit/Performance Bank Guarantee shall be released after successful completion of Contract, duly adjusting any dues recoverable from the successful tenderer. Security Deposit in the form of DD/Pay Order should be submitted in the favour of "RailTel Corporation of India Limited" payable at New Delhi Only.

Any performance security upto a value of Rs. 5 Lakhs is to be submitted through DD/Pay order / online transfer only.

- 11.4 The claim period of PBG shall be 1 year after date of PBG validity.
- 11.5 In case of any condition of customer RFP related to PBG, if on higher side, will remain applicable.

12. Penalty

Any penalty or deduction (LD) from customer shall be passed on to selected bidder on proportionate basis.

13. Billing Authority

Bill passing authority is JGM/EB/CO and Bill payment authority is DGM/Finance /CO or GM/Finance/CO.

14. Warranty

Warranty period will be applicable as per the customer RFP (PGCIL Communication Equipment Package FOTE-05 (CC/NT/W-COMM/DOM/A01/24/16897, available on PRANIT portal).

15. Delivery Period/Project Execution Timeline

Delivery period for the project will be applicable as per the customer RFP (PGCIL Communication Equipment Package FOTE-05 (CC/NT/W-COMM/DOM/A01/24/16897, available on PRANIT portal).

16. Limitation of Liability towards RailTel

- 16.1. The SELECTED BIDDER liability under the contract shall be determined as per the Law in force for the time being. The SELECTED BIDDER 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 SELECTED BIDDER 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 SELECTED BIDDER or his agents or any person / persons claiming through under said SELECTED BIDDER, However, such liability of the SELECTED BIDDER shall not exceed the total value of the contract.
- 16.2. 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 SELECTED BIDDER is legally liable.

17. Waiver

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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.

18. Insurance

The SELECTED BIDDER agrees to take insurances to cover all the elements of the project under this EOI including but not limited to Manpower, Hardware, Software.

19. Restrictions on 'Transfer of Agreement'

The SELECTED BIDDER 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.

20. Suspension, Revocation or Termination of Contract / Agreement

- 20.1. 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 SELECTED BIDDER shall be payable by RailTel.
- 20.2. 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 issued to the SELECTED BIDDER, terminate/or suspend the contract / agreement under any of the following circumstances:
- a) The SELECTED BIDDER failing to perform any obligation(s) under the contract / agreement.
- b) The SELECTED BIDDER 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 RAILTEL CUSTOMER for the pertinent tender.
- d) The SELECTED BIDDER going into liquidation or ordered to be wound up by competent authority.
- e) If the SELECTED BIDDER is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to RailTel in writing. In that case, the written notice can be modified by RailTel as deemed fit under the circumstances. RailTel may either decide to issue a termination notice or to continue the agreement by suitable modifying the conditions, as it feels fit under the circumstances.
- f) It shall be the responsibility of the SELECTED BIDDER 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 SELECTED BIDDER's PBG related to contract / agreement along with PBG related to the Empanelment Agreement with RailTel shall be forfeited, without any further notice.

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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 SELECTED BIDDER shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry. In case of default by the SELECTED BIDDER in successful implementation and thereafter maintenance of services / works as per the conditions mentioned in this EOI document, the PBG(s) of SELECTED BIDDER available with RailTel will be forfeited.

21. Dispute Settlement

- 21.1. In case of any dispute concerning the contract / agreement, both the SELECTED BIDDER 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.
- 21.2. 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.
- 21.3 All arbitration proceedings shall be conducted in English.

22. 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.

23. Statutory Compliance

- 23.1. During the tenure of this Contract nothing shall be done by SELECTED BIDDER in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof and shall keep RailTel indemnified in this regard.
- 23.2. 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 there from and/or related thereto.

24. Intellectual Property Rights

- 24.1. Each party i.e. RailTel and SELECTED BIDDER, 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.
- 24.2. Neither party shall remove or misuse or modify any copyright, trade mark or any other proprietary right of the other party which is known by virtue of this EoI and subsequent contract in any circumstances.

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25. Severability

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

26. Force Majeure

- 26.1. 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.
- 26.2. 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.

27. Indemnity

- 27.1. The SELECTED BIDDER agrees to indemnify and hold harmless RailTel, its officers, employees and agents (each an "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from:
- a) Any misstatement or any breach of any representation or warranty made by SELECTED BIDDER;
 or
- b) The failure by the SELECTED BIDDER 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 SELECTED BIDDER pursuant to this contract, or any equipment, software, information, methods of operation or other intellectual property created by SELECTED BIDDER pursuant to this contract, or the SLAs (i) infringes a copyright, trade mark, trade design enforceable in India, (ii) infringes a patent issues in India, or (iii) constitutes misappropriation or unlawful disclosure or used of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); or

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- c) Any compensation / claim or proceeding by ECT or any third party against RailTel arising out of any act, deed or omission by the SELECTED BIDDER or
- d) Claim filed by a workman or employee engaged by the SELECTED BIDDER 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.
- 27.2. Any payment made under this contract to an indemnity or claim for breach of any provision of this contract shall include applicable taxes.

28. Confidentiality cum Non-disclosure

- 28.1. 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.
- 28.2. Notwithstanding the foregoing, neither Party shall have any obligations regarding non-use or non-disclosure of any confidential information which:

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

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

c) Is shown by conclusive documentary evidence to have been developed independently by the Receiving Party without violation of the terms hereof;

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

- 28.3. 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.
- 28.4. 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.
- 28.5. This Confidentiality and Non-disclosure clause shall survive even after the expiry or termination of this contract.

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Annexure 1: Format for BID COVER LETTER

COVERING LETTER (To be on company letterhead)

To.

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

Dear Sir,

SUB: Participation in the EoI process

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

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

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

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

Authorized Signatory Name Designation

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Annexure 2: Format for Self-Certificate & Undertaking

Self-Certificate (To be on company letter head)	
Eol Reference No:	Date:
To,	
RailTel Corporation of India	

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

110023

Dear Sir.

Sub: Self-Certificate for Tender, Technical & other compliance

1)	Having	examined	the	Technical	Specifications	mentioned	in	this	EOI	&	end	customer
	tender,	we hereby	conf	irm that we	meet all speci	fications.						

- 2) We _____agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted (except pricing, termination & risk purchase rights of RailTel). We understand and agree that RailTel shall release the payment to the selected sole partner/lead partner in case of consortium after the receipt of the corresponding payment from the end customer by RailTel. Further, we understand that in case the selected sole partner/lead partner in case of consortium fails to execute an assigned portion of work, then the same shall be executed by RailTel through a third party or departmentally at the risk and cost of the selected sole partner/lead partner in case of consortium.
- We agree to abide by all the technical, commercial & financial conditions of the end customer's RFPfor the agreed scope of work for which this EOI is submitted.
- 4) We hereby agree to comply with all OEM technical & Financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP. We are hereby enclosing the arrangement of OEMs against each of the BOQ item quoted as mentioned end customer's RFP. We also undertake to submit MAF and other documents required in the end Customer organization tender in favour of RailTel against the proposed products.
- 5) We hereby certify that any services, equipment and materials to be supplied are produced

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in eligiblesource country complying with OM/F. No. 6/18/2019 dated 23rd July 2020 issued by DoE, MoF.

- 6) We hereby undertake to work with RailTel as per end customer's RFP terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Criteria as required in the end customer's RFP terms and conditions like technical certificates, OEM compliance documents.
- 7) We understand and agree that RailTel is intending to select sole partner/ consortium who is willing to accept all terms &conditions of end customer organization's RFP for the agreed scope of work. RailTel will strategies to retain the scope of work where RailTel has competence.
- 8) We hereby agree to submit that in case of being selected by RailTel as the sole partner/ consortium for the proposed project(for which EOI is submitted), we will submit all the forms, appendix, relevant documents etc. to RailTel that are required and desired by end Customer well before the bid submission date and as and when required.
- We hereby undertake to sign the Pre-Bid Agreement and Non-Disclosure Agreement with RailTel on a non-judicial stamp paper of Rs. 100/- in the prescribed Format.
- 10) We undertake that we will not submit directly or indirectly out bids and techno-commercial solutions/association with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to end customer organization by RailTel)

Authorized

Signatory Name &

Designation

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Annexure 3: Undertaking for not Being Blacklisted/Debarred

<On Company Letter Head>

To,

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

Subject: Undertaking for not Being Blacklisted/Debarred

We, Company Name	_, having its registered office at Address
hereby declares that the Company has	is not been blacklisted/debarred by any Governmental/ No
Governmental organization in India for	bast 3 Years as on bid submission date.

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Bidder's Company Seal:

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Annexure 4: Format of Affidavit

rejected.

4	executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/The has to be in the name of the BA) **
signat	I
docum	nents for the work of as per the EOI No. of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the
behalf	of the BA including its constituents as under:
	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 RailTeI. Further, I/we (insert name of the BA)**and all my/our constituents

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.

understand that my/our constituents understand that my/our offer shall be summarily

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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 SIGNAURE 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.

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Annexure - 05 Integrity Pact as per Customer RFP (PGCIL Communication Equipment Package FOTE-05 (CC/NT/W-COMM/DOM/A01/24/16897, available on PRANIT portal)

(Take print out of first page on a non-judicial stamp paper of Rs. 100/- and other seven pages on plain A4 size paper. Such two sets need to be prepared by the bidder)

Annexure-6: Safety Pact as per Customer RFP (PGCIL Communication Equipment Package FOTE-05 (CC/NT/W-COMM/DOM/A01/24/16897), available on PRANIT portal)

(Take print out of first page on a non-judicial stamp paper of Rs. 100/- and other four pages on plain A4 size paper. Such two sets need to be prepared by the bidder)

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Annexure-7: Non-Disclosure Agreement (NDA) Format as per Customer RFP (if any) (PGCIL Communication Equipment Package FOTE-05 (CC/NT/W-COMM/DOM/A01/24/16897), available on PRANIT portal)

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Annexure-8: Non-Disclosure Agreement (NDA) Format (RailTel)

of _	This N	on-Dis 21 (the	sclosure Agreemer e "Effective Date"	nt (this * <u>Agreen</u>) at	nent") is made and entered into on this day
Вуа	nd betwe	en			
Floor Rail	er Ministry r, Office Tel') , whi	of R Block, ch exp	ailways, Govt. of I Tower -2, East pression shall unle	India, having its Kidwai Nagar, ess repugnant to	DL2000GOI107905), a Public Sector Undertaking registered and corporate office at Plate-A, 6th New Delhi-110023, (hereinafter referred to as the context or meaning thereof, deem to mean s of the ONE PART,
And					
)(CIN:), a company duly incorporated under
the	_172		of Companies	Act,	having its registered office at (hereinafter referred to as ' '), which
succ	ession sr essors ar	all uni	ess repugnant to ermitted assignee	the context or s of OTHER PA	meaning thereof, deem to mean and include its ART
RailT	el and _		shall be individua	ally referred to a	s "Party" and jointly as "Parties"
docu	ments, p Informati	roduc i <u>on</u> ");	t designs and th	e like, and th	algorithms, software programs, software source ird party confidential information (collectively, ons regarding a possible business relationship for
	osing cap	acity,	each Party accord	arty") to the oth	disclose certain Information (each Party, in such
discle the " <u>/</u>	teceiviii		y") subject to the te	orris and corru	ner Party (each Party, in such receiving capacity, tions of this Agreement.
the " <u>/</u>	NOW	THER e in th	y") subject to the te EFORE, in consider	deration of the	ner Party (each Party, in such receiving capacity, tions of this Agreement. receipt of certain Information, and the mutual
the " <u>I</u> prom	NOW	e in th	y") subject to the to EFORE, in considers is Agreement, the	deration of the	ner Party (each Party, in such receiving capacity, tions of this Agreement. receipt of certain Information, and the mutual
the " <u>I</u> prom	NOW ises mad	e in th	y") subject to the to EFORE, in considers is Agreement, the	deration of the	er Party (each Party, in such receiving capacity, tions of this Agreement.
the " <u>I</u> prom	NOW ises mad Permit	e in th	y") subject to the te EFORE, in considers is Agreement, the se. ving Party shall:	deration of the Parties, intendi	ner Party (each Party, in such receiving capacity, tions of this Agreement. receipt of certain Information, and the mutual
prom	NOW ises mad Permit (a)	e in the ted Use Received (i) (ii)	y") subject to the te EFORE, in considerable is Agreement, the se. ving Party shall: hold all Informations use such Informations	deration of the Parties, intendi ion received fro ation for the pur	ner Party (each Party, in such receiving capacity, tions of this Agreement. receipt of certain Information, and the mutual ng to be legally bound, hereby agree as follows:

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;
- 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; <u>provided</u>, <u>however</u>, that Receiving Party shall first and immediately notify Disclosing Party in writing of the order and permit Disclosing Party to seek an appropriate protective order.
- (c) Both parties further agree to exercise the same degree of care that it exercises to protect its own Confidential Information of a like nature from unauthorized disclosure, but in no event shall a less than reasonable degree of care be exercised by either party.

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.
- 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.
- 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.

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

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- (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

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:
 - 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.

Attn: Address: Phone: Email,	
Attn:	
Address:	
Phone:	
Email:	

RailTel Corporation of India limited:

9. Term, Termination and Survivability.

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

- 10. Governing Law and Jurisdiction. This Agreement shall be governed in all respects solely and exclusively by the laws of India without regard to its conflicts of law principles. The Parties hereto expressly consent and submit themselves to the jurisdiction of the courts of New Delhi.
- 11. <u>Counterparts</u>. This agreement is executed in duplicate, each of which shall be deemed to be the original and both when taken together shall be deemed to form a single agreement
- 12. No Definitive Transaction. The Parties hereto understand and agree that no contract or agreement with respect to any aspect of a potential transaction between the Parties shall be deemed to exist unless and until a definitive written agreement providing for such aspect of the transaction has been executed by a duly authorized representative of each Party and duly delivered to the other Party (a "Final Agreement"), and the Parties hereby waive, in advance, any claims in connection with a possible transaction unless and until the Parties have entered into a Final Agreement.

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.
- c) 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.

14. 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.

15. 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.

16. 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.

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17. 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.

18. 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.

19. 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:

20. UNPULISHED 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
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21 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 Co	RailTel Corporation of India Limited:	
Ву	Ву		
Name:	Name:		
Title:	Title:		

Witnesses

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No

Annexure-9: EMD (as PBG) Format

BG NO

ISSUANCE DATE

BG AMOUNT

: DD-MM-YYYY : Rs xxxxxxx /-

EXPIRY DATE

: DD-MM-YYYY

CLAIM EXPIRY DATE

: DD-MM-YYYY

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 (Here in after called RailTel) having agreed to exempt Partner Name (CIN:) having its registered office at Partner's address (Here in after called "the said Contractor(s)") from the demand, under the terms and conditions of EOI NO. made between RailTel Corporation of India Limited and Partner Name for (here in after called "the said Agreement") of security deposit for the due fulfilment by the said contractor (s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs. /- (In Words).

We, Bank Name a banking company incorporated under the Companies Act, 1956 and carrying on Banking Business under The Banking Regulation Act, 1949 and having its Registered Office at Bank's Address and its Central office at Bank's Corporate Office Address (indicate the name of the Bank) here in after referred to as "the Bank") at the request of Partner's Name Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. /- (In Words) ... 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 said Contractor(s) of any of the terms or conditions contained in the said Agreement.

We, Bank Name do here by undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount as claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any terms and conditions contained in the said Agreement or by 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. /- (In Words).

We, Bank's Name-undertake to pay to the RailTel any money so demanded not withstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s)/ Supplier(s) shall have no claim against us for making such payment.

We, Bank's Name further agree that the Guarantee here in 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(s) and accordingly discharge this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the DD-MM-YYYY (Claim Expiry Date.) We shall be discharged from all liability under this Guarantee thereafter.

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

Tareful

This Guarantee will not be discharged due to the change in the Constitution of the bank or the Contractor(s) Supplier(s).

Bank's Name lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.

Date : DD-MM-YYYY

Place :

Annexure-10: Technical Compliance of Customer RFP (PGCIL Communication Equipment Package FOTE-05 (CC/NT/W-COMM/DOM/A01/24/16897), available on PRANIT portal)

TakeApp

In

Compliance to Rule 144 (xi) of GFR, 2017 including amendments till date (On Organization Letter Head)

Bid Ref No.:
Date:
To,
RailTel Corporation of India Ltd
Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar, New Delhi-110023.
Ref: RailTel/EOI/COMKTG/BD/PGCIL-FOTE-05-SDH/2024-25 dated 20th Jan 2025
Dear Sir,
I, the undersigned, on behalf of M/s, have read the clause/para regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.
(a) I certify that M/s is not from such a country and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I also certify that M/s will not offer any products / services of entity from such countries unless such entity is registered with the Competent Authority.
OR (Strikeout either (a) or (b), whichever is not applicable)
(b) I certify that M/s is from such a country and has been registered with the Competent Authority. I also certify that M/s has product/services of entity from such countries and these entity /entities are also registered with the Competent Authority.
(Where applicable, evidence of valid registration by the Competent Authority is to be attached with the bid.)
I hereby certify that M/s fulfills all requirements in this regard and is eligible to be considered.
I hereby acknowledge that in the event of acceptance of my bid 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.
Signature of Authorised Signatory
Name

Designation

Annexure-12: Local Content Certificate as per RFP (PGCIL Communication Equipment Package FOTE-05 (CC/NT/W-COMM/DOM/A01/24/16897), available on PRANIT portal)

Asset Six

Annexure-13: Undertaking on Conflict of Interest

<On Company Letter Head>

To,

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

Subject: Undertaking on Conflict of Interest

We, Company Name	, having its registered office at Address
hereby declares that We, the B conflict of interest shall be disq	lidder shall not have a conflict of interest. All Bidders found to have
A Bidder may be considered to process, if:	o have a conflict of interest with one or more parties in this bidding
(a) they have a controlling part	ner in common; or
	ed any direct or indirect subsidy from any of them; or
	presentative for purposes of this bid; or
(d) they have a relationship with in a position to have access to it	h each other, directly or through common third parties, that puts then information about or influence on the bid of another Bidder, or influence regarding this bidding process; or
(e) a Bidder or any of its affilia technical specifications of the F	ates participated as a consultant in the preparation of the design of Plant and Installation Services that are the subject of the bid; or tes has been hired (or is proposed to be hired) by the Employer as
	ectly shall not be a dependent agency of the Employer.
to your management and account	

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Bidder's Company Seal:

Annexure-14: Power of Attorney* Format

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

AUTHORIZATION

We,	((CIN:), having its re	egistered and Corpor	ate Office at
7-1-7/	India, do hereby c	onstitute, appoint and	authorize	, who
s presently emplo	oyed with us and holding the	position of	and whose signa	ature is given
below, as our Atto	orney, to do in our name and	on our behalf, all such	acts, deeds and thing	gs necessary
n connection with	or incidental to submission	of our Bid in response	to the EOI by RailTel	Corporation
of India for *	their Customer Bid Numbe	r	and for Ro	CIL EOI no.
	including signing and	submission of the bid	and all documents sp	ecified in the
oid, including, u	indertakings, letters, certif	icates, acceptances,	clarifications, guara	antees, etc.,
participating in th	e meetings, responding to the	ne queries, submission	of information or doc	cuments and

generally to represent us in all the dealings with RailTel and Customer of RailTel, in all matters in

Dated -Place -

> Name Designation For and on the behalf of

Accepted:

Signature of Attorney Name: Designation: Company name:

*Note: Chain of attorney should be attached herewith.

connection with our bid response for the said Project.

Annexure - 15 CHECKLIST OF DOCUMENTS FOR BID SUBMISSION

Bidder must provide the filled checklist (as per both Railtel EOI and Customer RFP)

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General guidelines for filling up the Price Schedules, Sch-1 to Sch-7	ommunication Equipment (SDH) Supply and s approved in 24th NCI	CC/NT/W-COMM/DOM/AM/24/16897	Fill up only green shaded cells in Sch-1, Sch-2, Sch-3, Sch-4a, Sch-4b, Sch-5, Sch-7 and Bid Form 2nd Envelope.	All the cells in Sch-5 & Sch-6 are auto filled, therefore no cell is required to be filled up there.	Instructions / error messages, if any, will be displayed automatically after selecting the cell.	Click to skip Instructions & Proceed	पावर ब्रिड कॉपरिशन ऑफ इंडिया लिमिटेड (माप क्ला न इडम) POWER GRID CORPORATION OF INDIA LIMITED (A Government of India Enterprise)
General guidelines for filling up	Communication Equipment Package FOTE-05: Communication Equipment (SDH) Supply and Installation package for Communication Schemes approved in 24th NCT	CC/NI/W-COMM	Fill up only green shaded cells in Sci Bid Form 2nd Envelope.	2 All the cells in Sch-5 & Sch-6 are auto there.	3 Instructions / error messages, if any, w	Click for Detailed General Instructions	TIGE TO POWERGRID
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(20/1/25)

Annay Call

CC/NT/W-COMM/DOM/A01/24/16897

Enter	following details of the bidder
Specify type of Bidder [Select from drop down menu]	Sole Bidder
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Address of Sole Bidder	
Printed Name	
Designation	
Date	
Place	一直,这种"大型"的一种,这种"大型"的"大型"的"大型"的"大型"的"大型"的"大型"的"大型"的"大型"的

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Schedule - 1

CCNTAN-COMM/DOMABIJ24/16897

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... (SCHEDULE DE RATTS AND FRICES)

Bidder's Name and Address (Sole Bidder):
#VALUE!
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Address :

To:
Contracts Services, 3rd Floor
Power Cnd Corporation of India Lu
'Saudennin', Plot No.-2
Sector-29,
Comgram (Haryana) - 122001

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		THE UTAKE PUTER FOR COCAME THE END PATER ACTOR TO THE MESS. WITH LAYER SAME DAY TO SAME DAY AND A THE COLOR.	Spajenov Gebruin No SOH	NITHORR MANAGES & FILMING MANAGE INSTEAL HARDWARE		NETWORK MANAGER & ELEMENT MANAGER SYSTEM, SOFTWARE	FURNITURE FOR YAME HARDWASE	PROFESSOR TO CROSS CONNECTICABLE INCLUDING PRU AND PTU PURPORTSONEN ANNE AND 200TH AND POSTURE AND PTU AND AT EACH NODROCK 2, PAUL & PTU AND AND ASSOCIATED CARLES PACLITORIS PATCH CORDSAND PONTS CARLES	ALM OTA	AND THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED	455750	STACK CLUC TO SUIPORT LIP KNB	STACH CLIC TO SUPPORT LIT ROUS	INSULTARY DITERRACE-ELIVINSFACE (MIDDEEM 16 NOS)	EPHENNET INTERFACE BY WEARAST WITH LAYER ZEWITCHOOLOON WITH BEACES PRICEASES	TREMTARY INTER-ACCIDING FINESCET INTERACES MAIN MENS WITH LANDS SETTINGS OF RESIDENCE AND ACCIDING	PRECONNECTORIZED OFFICAL RESERVATOR CORRESPONTES AS PACK.		SON ROUTHWENT OF THE WANTERSHAM RANDALLING FARM PROTECTED RECTIONS, BASE EQUIVAINT CONVERT A CRESS CROSS CONVENTY FORMER CARRIES OF THE WASTE AND A CONSTRUCT CARRIES TOWER CARRIES OF THE WASTE WASTE AND ACCESSORIES INCURRENCE AND SACOS, PATCH CORR. DONE STE FULLY ROUTHWEST AND SACOS, PATCH CORR. DONE STE FULLY ROUTHWEST CARLIES OF THOSE WITH SACOS A TRIBUTARY CANDER	20A.1.68P	A TOWAR
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hen Description	192	OPTICAL DITERACE CARD (TO SUPPORT MINIMUM 225 SMS) FOR STALL	TRIBLITARY INTERPACES ELECTRICACIO (MANIMUM 19 NOS)	EDIEDNIT BYTHERACE HVIOTRACET WITH LAVER SOWTICHING DEBY SPITIDS ALES TES CARD,	TABLITARY SYNDRYACTAGGGGGGGGGGGGGGGGGGGGGGGGGGGGGGGGGGG	Systyment Cultures For 8004	NOTE THE EPHONE RISPELLINESS WITH CONE.COMMON SPECIAL LINES & PORTY.	BOH BOURNARY GEN-IA MADN UPTG 5 MEP PROTECTED DIRECTIONS- COMMONCARDS CROSS-CONNECT VONTROL CARDS, OFFICEAL MASS CAUD, PARKER STATEMANDS, POINTROL CARDS, OFFICE HARDWARE A ACCESSORISS GRACHE.	that the	OFTICAL INTRIBACE CARD (TO SCIPCIT NINDRUS) 22 ANG FOR STAN	TRIBUTARY PUBBINGS OF DETERMINE SANOS.	CHEBINET BATERIACE IN 100 BASE? WITH LAYER 2 SMITCHING (MIN BAYER ACES PER CARD)	TERUTARY INTER-ACTIONARY ETHERNET INTERFACES INTERVIEWS WITH LANGEST SERVICES INTERVIEWS.	ETHERNET ENTERFACE TATOR BASET WITH LANGER AWITCHING (NO) BYTERFACES PER CARD) FOR MAND-TENE AND MODILE, THAIR	PIE CONNECTORIZED GPTICAL HIRE PARCH CORRESPONDED AT TACK. OF SURFATCH CONCE	Tatal forwarls Price	per Schedule-7	Total beweets the clashating Type Telecharpes
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* In piles the holder leaves the cell the confirmation of the HSX code and/or GST sate "Mark", the HSX tode and corresponding GST rate indicate. by the flat player that he dwell to be the concentrated by the Builden.



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(SCHEDULE OF RATES AND PRICES)

Bidder's Name and Address (Sole Bidder):

Name

Address :

Contracts Services, 3rd Floor Power Grid Corporation of India Ltd., "Sandamin", Plot No.-2 Sector-29, Gurugram (Haryana) - 122001

Local Transportation, in-transit insurance, loading and unitoading

apees.	, j	ding			Included	Included	Included	Included	included	brchided	Included
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Timit			25		E.A.	EA	SET	£Α	SET	ЕА	EA
Description			#	· · · · · · · · · · · · · · · · · · ·	SDH EQUIPMENT (STM-16 MADM UPTO 5 MSP PROTECTED DIRECTIONS)- BASEEQUIPMENT (COMMON CARDS, CROSS CONNECT/CONTROL CARDS, OFTICAL BASECARDS, POWER SUPPLY CARDS, POWER CABLING, OTHER HARDWARE ANDACCESSORIES INCLUDING SUB RACKS, PATCH CORD, DDF ETC. FULLY EQUIPEDEXCLUDING OPTICAL. INTERFACE. & TRIBUTARY CARDS	S16.1 SFP	TRIBUTARY INTERFACE ET INTERFACE (MINIMUM 16 NOS.)	ETHERNET INTERFACE 10/100 BASE T WITH LAYER-2 SWITCHING (MIN SINTERFACES PER CARD)	TRIBUTARY INTERFACE-GICABIT ETHERNET INTERFACES 16/100 MBPS WITH LAYER-2 SWITCHING (MINIMIM 2 NGS.)	ETHERNET INTERFACE 10/100 BASE T WITH LAYER-2 SWITCHING (MIN) SINTERFACES PER CARD) FOR MAKE-TEJAS AND MODEL-TJ1400	Equipment Cabinets For SDH
Material Code Description			5		& 1000031367	& 1000018706	& 1000031374	\$ 1000034950	& 1000031381	& 1000074848	& 1000026228
Activity Description			***	FOTE & Ethernet Cards in SR41 :	Supply AGC FOTE & Ethernet Card SR-1	E .	TE.	те	Supply AGC FOTE & Ethernet Card SR-1	Supply AGC FOTE & Ethernet Card 5R-1	Supply AGC FOTE & Ethernet Card SR-1
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All Prices are in Indian Rupees.	Total Freight,	tartainst insurance, loading & unloading Charges		8=6×7	Ircluded	Included	Included	facluded	Included	Included	Included		Included	Included	included	Included	Included	Included
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Description	:				SOH EQUEMENT (SIM-16 MADIM UPTO 5 MSP PROTECTED DIRECTIONS) COMMONCARDS, CROSS-CONNECT/CONTROL CARDS, OPTICAL BASE CARD, POWER SUPPLYCARDS, POWER CABLING, OTHER HARDWARE & ACCESSORIES (EACH).	516.1 SF?	TRIBUTARY INTERFACE- EI INTERFACE (MINIMUM 16 NOS.)	ETHERNET INTERFACE 10/100 BASE T WITH LAYER-2 SWITCHING (MIN 8DYTERFACES PER CARD)	TRIBUTARY INTERFACE-CICABIT ETHERNET INTERFACES 10/100 MBPS WITH LAYER-2 SWITCHING (MINIMUM 2 NOS.)	ETHERNET INTERFACE 10/100 BASE T WITH LAYER-2 SWITCHING (MEN SINTERFACES PER CARD) FOR MAKE-TEJAS AND MODEL. 171400	PRE CONNECTORIZED OFTICAL FIBER PATCH CORDS(10 MTRS) ac" FACK OF SUPATCH CORDS		SDH EQUIPMENT (STM-16 MADM UPTO 5 MSP PROTECTED DIRECTIONS) BASEEQUIPMENT (COMMON CARDS, CROSS CONNECT/CONTROL CARDS, OPTICAL BASECARDS, POWER SUPPLY CARDS, POWER CABLING, OTHER HARDWARE ANDACCESSORIES INCLUDING SUB RACKS, PATCH CORD, DDF ETC FULLY EQUIPEDEXCLUDING OPTICAL INTERFACE & TRIBUTARY CARDS	S16.1 SFP	TRIBUTARY INTERFACE- EI INTERFACE (MINIMUM 16 NOS.)	ETHERNET INTERFACE 10/100 BASE T WITH LAYER-2 SWITCHING (MIN SINTERFACES PER CARD)	TRIBUTARY INTERFACE-GICABIT ETHERNET INTERFACES 10/100 MBPS WITH LAYER-2 SWITCHING (MINIMUM 2 NOS.)	ETHERNET INTERFACE 10/100 BÅSE T WITH LAYER? SWITCHING (MIN) SINTERFACES PER CARD) FOR MAKE-TEJAS AND MODEL-1]1400
Material Code Description			4	0.00000	æ 100001369	& 1000018706	& 1000031374	& 1000034950	& 1000031381	& 1000074848	& 1000031398		& 1000031367	& 1000018706	& 1000031374			& 1000074848
Activity Description			*		SR-1	Spare AGC FOTE & Ethernet Card SR-1	Spare AGC FOTE & Ethernet Card SR-1	Spare AGC FOTE & Ethernet Card SR-1	Spare AGC FOTE & Ethernet Card SR-1	Spare AGC FOTE & Ethernet Card SR-1	OTE 1		Supply AGC FOTE & Ethernet Card SR-2	Supply AGC FOTE & Ethernet Card SR-2	Supply AGC FOTE & Ethernet Card SR-2		FOTE R-2	Supply AGC FOTE & Ethernet Card SR-2
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7000029737	737 10	Supply AGC FOTE & Ethernet Card SR-2	& 1000026228	Equipment Cabinets For SDH	EA	21		Included
7000029745	7.45 10	Supply AGC FOTE & Ethernet Card SR-2	& 1000031386	NETWORK MANAGER & ELEMENT MANAGER SYSTEM - HARDWARE	ias	-		included
7000029746	746 10	Supply AGC FOTE & Ethernet Card SR-2	& 1000031387	NETWORK MANAGER & ELEMENT MANACER SYSTEM - 90FTWARE	SET	H:		Included
7000029747	747 10	POTE SR-2	& 1000031380	FURNITURE FOR NMS HARDWARE	SET	-		Included
7000029738		Spare AGC FOJE & Ethernet Card SR-2	& 1000031369	SDH EQUIPMENT (STM-16 MADM UPTO 5 MSP PROTECTED DIRECTIONS)-COMMONCARDS, CROSS-CONNECT/CONTROL CARDS, OPTICAL BASE CARD, POWER SUPPLYCARDS, POWER CABLING, OTHER HARDWARE & ACCESSORIES (EACH).	SET			included
7000029739	1	12	& 1000018706	\$16.1 SFP	EA	-		Included
7000029740		AGC FOTE et Card SR-2	& 1000031374	TRIBUTARY INTERFACE. EI INTERFACE (MINIMUM 16 NOS.)	SET	H		Included
7000029741	741 10	FOTE SR-2	& 1000034950	ETHERNET INTERFACE 10/100 BASE T WITH LAYER-2 SWITCHING (MIN SINTERFACES PER CARD)	EA	ы		Included
7000029742	}	11	& 1000031381.	TRIBUTARY INTERFACE-GIGABIT ETHERNET INTERFACES 10/100 MBPS WITH LAYER-2 SWITCHING (MINIMUM 2 NOS.)	SET	-		kriuded
7000029743	743 10	E	& 1000074848	ETHERNET INTERFACE 10/100 BASE I WITH LAYER-2 SWITCHING (MIN SINTERFACES PER CARD) FOR MAKE-TEJAS AND MODEL-TJ400	¥E	-		Included
7000029744	744 10		& 1000031398	PRE CONNECTORIZED OFTICAL FIBER PATCH CORDS(10 MTRS) ac" PACK OF SIXPATCH CORDS	LES.			Included
Addi	OTEatva	Addi FOTE at var ISTS nodesin ER-1						
7000029768	30	Supply Addl FOTE at ISTS 1060075630 Node ER-1	1000075630	HIGH DENSITY CROSS CONNECT CARD INCLUDING FSU AND FTU (SUPPORTSSXSTM-16 MSP AND 2XSTM-64 MSP (10-STM16+4-STM64); U2 NOS AT EACH NODE(CXC-2, PSU-2 & FTU-1 NOS) AND ASSOCIATED CABLES INCLUDING PATCH CORDSAND POWER CABLES	EA			included
7000029769		Supply Add FOTE at ISTS 1000075629 Node ER-1	1000075629	S64.1 SFP	ЕА	-		Included
/ADA(52)	01	Suppy Addi FUI E at ISTS 1000075627 Node ER-1	1000075627	L66.1 SFP	EA			Included



All Prices are in Indian Rupees.	Total Freight,	loading & unloading Charges		8=6×7 Included		memaea	Included	Included	Included	Included	Included	brchuded	paprqua	Included	Included	Included	included	. 3.3 of 38.
All Prices an	transit Incorance			L														Schedule-2/ Page 33 of 38
	Cualiti			۰ .		9	12	14	14	7	1		1	F-M	-	1	H	3
	Ĭ			EA	EA		EA	TES.	EA	SET	EA	¥3	EA	EA	EA	EA	EA	3
Description			V V	L64.2 SFP	STM-64 OLIC TO SUPPORT 150 KMS		SIM-64 OLIC TO SUPPORT 175 KMS	TRIBUTARY INTERFACE. EI INTERFACE (MINIMUM 16 NOS.)	ETHERNET INTERFACE 10/100 BASE T WITH LAYER-2 SWITCHING (MIN SINTERFACES ZER CARD)	TRIBUTARY INTERFACE-GICABIT ETHERNET INTERFACES 10/100 MBPS WITH LAYER-25WITCHING (MINIMUM 2 NOS.)	Equipment Cabinets For 5DH	HIGH DENSITY CROSS CONNECT CARD INCLUDING FSU AND FTU (SUPPORTSSXSTM-16 MSP AND 2XSTM-64 MSP (10-STM16+4-STM64); 02 NOS ATTEACH NODE(CXC-2, PSU-2, & FTU-1, NOS), AND ASSOCIATED CABLES UNCLUDING PATCH CORDSAND POWER CABLES	S64.1 SFP	L64.1 SFP	L64.2 SFP	STM-64 OLIC TO SUPPORT 150 KMS	STM-64 OLIC TO SUPPORT 175 KMS	
Material Code Description			ιν	000075628	000075631		.000075632	000031374	000034950	00031381	000026228	ļ		000075627	000075628	000073631	000075632	
Activity Description			Ŧ	Supply Add! FOTE at ISTS 1000075628 Node ER-1	Supply Addl FOTE at 151S 1000075631	Node ER-1	Supply Addl FOTE at 15TS 1000075632 Node ER-1	Supply Addl FOTE at 1515 1000031374 Node ER-1	Supply Add! POTE at 15TS 1000034950 Node ER-1	Supply Addi FOTE at ETS 1000031381 Node ER-1	Suppy Addl FOTE at ISTS 1900026228 Node ER-1	Speres Addi FOTE at ESTS 1000075630 Node ER-1	Spares Addi FOTE at 1375 1000073629 Node ER-1	Spares Addi FOIE at ISIS 1000075627 Node ER-1	Spares Addl FOTE at ISTS 1000075628 Node ER-1	Spares Addl FOTE at ISTS 1000075631 Node ER-1	Spares Addl FOTE at ISTS 1000075632 Node ER:1	
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Description					TRIBUTARY INTERFACE. EI INTERFACE (MINIMUM 16 NOS.)	ETHERNET INTERPACE 19/100 BASE 1 WITH LAYER-2 SWITCHING (MIN SINTERFACES PER CARD)	TRIBUTARY INTERFACE-CIGABIT ETHERNET INTERFACES 10/100 MBPS WITH LAYER-2 SWITCHING (MINUM 2 NOS.)	PRE CONNECTORIZED OFFICAL FIBER PAICH CORDS(10 MTRS) &FF PACK OF SIXPATCH CORDS		HIGH DENSITY CROSS CONNECT CARD INCLUDING 1931 AND FTU (SUPPORTSSXSTM-16 MSP AND 2XSTM-64 MSP (10-STM1644-STM64); 02 NOS AT EACH NODE(CXC-2, PSU-2, & FTU-1, NOS), AND ASSOCIATED CABLES INCLUDING PATCH CORDSAND POWER CABLES	964.1 SFP	L64.1 SFP	L64.2 SFP	STM-64 OLIC TO SUPPORT 150 KMS	SIM-64 OLIC TO SUPPORT 175 RMS	TRIBUTARY INTERFACE, EI INTERFACE (MINIMUM 16 NOS.)	ETHERNET INTERFACE 10/100 BASE T WITH LAYER-2 SWITCHING (MIN SINTERFACES PER CARD)	TRBUTARY INTERFACE-GIGABIT ETHERNET INTERFACES 10/100 MBPS WITH LAYER-2 SWITCHING (MINIMUM 2 NOS.)	شيو
Material Code Description				S	000031374	000034950	000031381	000031398		000075630		000075627	1		000075632	JOO081374			
Activity Description				8	Spares Add FOIE at 1515 1 Node ER-1	Spares Addi FOTE at ISTS 1000034930 Node ER-1	Spares Addi FOTE at 1515 1000031381 Node ER-1	Spares Addi FOTE at 15T5/1000031398 Node ER-1	Addl FOTE at var ISTS nodes in EK-2	Supply Addl FOTE at 1575 1000075630 Node ER-2	Supply Addl FOTE at 1575 1000075629 Node ER-2	Supply Addl FOTE at ISTS 1000075627 Node ER-2	Supply Addl FOTE at ISIS 1000075628 Node ER-2	Supply Addl FOTE at 1575 1000075631 Node ER-2	Supply Addl FOTE at 1575 1000075632 Node ER-2	Supply Addl FOTE at ISTS 1000031374 Node ER-2	Supply Addi FOTE at 15TS 1000034950 Node ER-2	Supply Addl POTE at 1575 1000031383 Node ER-2	
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Description		· · · · · · · · · · · · · · · · · · ·		Equipment Cabinets For SDH	The state of the s	NETWORK MANAGER & ELEMENY MANAGER SYSTEM - HARDWARE	NETWORK MANAGER & ELEMENT MANAGER SYSTEM - SOFTWARE	FURNITURE FOR NMS HARDWARE		HIGH DENSITY CROSS CONNECT CARD INCLUDING PSU AND FTU (SUPPORIESKSTM-16 MSP AND 2XSTM-64 MSP (10-STM16+4-STM64); 02 NOS AT EACH NODE(CXC-2, PSU-2, & FTU-1, NOS), AND ASSOCIATED CABLES INCLUDING PATCH CORDSAND POWER CABLES	S64.1 SFP	L64.1 SFP	L64.2 SFP	SIM-64 OLIC TO SUPPORT 150 KMS	SIN-64 OLIC TO SUFFORT 175 KMS	TRIBUTARY INTERFACE- EI INTERFACE (MINIMUM 16 NOS.)	ETHERNET INTERFACE 10/100 BASE T WITH LAYER-2 SWITCHING (MIN SINTERFACES PER CARD)	TRIBUTARY INTERFACE-GIGABIT ETHERNET INTERFACES 10/100 MRPS WITH LAYER-2 SWITCHING (MINIMUM 2 NOS.)	PRE CONNECTORIZED OFTICAL HBER PATCH CORDS(10 MTRS) 46" PACK OF SIXPATCH CORDS	
Material Code Des			2	Г			00031387	<u> </u>												
Activity Description N			ţ	Supply Addi FOTE at ISTS 1000026228	Node ER-2	Supply Addl FOTE at ISTS 1000031386 Node ER-2	Supply Addi FOTE at ISTS 1000031387 Node ER-2	Supply Addl FOTE at 1STS 1000031380	Node ER-2	Spares Addl FOIE at ISIS 1000075639 Node ER-2	Spares Addl FOTE at 18TS 1000075629 Node ER-2	Spares Addl FOTE at 18T5 1000075627 Node ER-2	Spares Addi FOTE at 1STS 1000075628 Node ER-2	Spares Addi FOTE at ISTS 1000075631 Node ER-2	Spares Addi FOTE at ISTS 1000075632 Node ER-2	Spares Addl FOTE at 1575 1000031374 Node ER-2	Spares Addl FOTE at 1575 1000034950 Node ER-2	Spares Addl FOTE at 15TS 1000031381 Node ER-2	Spares Addl FOTE at 1575 1000031398 Node ER-2	raggi
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Description					ECTEDDIRECT NECT/CONTRC DS. POWER LUDING SUB	516.1 SFP	OPTICAL INTERFACE CARD (TO SUPPORT MINIMUM 22S KMS) FOR STM-4		TRIBUTARY INTERFACE. E1 INTERFACE (MINIMUM 16 NOS.)	ETHERNET INTERFACE 10/100 BASE T WITH LAYER-2 SWITCHING (MIN SINTERFACES PER CARD)	TRIBUTARY INTERFACE-GIGABIT ETHERNET INTERFACES 10/100 MBPS WITH LAYER-2 SWITCHING (MINIMUM 2 NOS.)	Equipment Cabinets For SDH	VOIP TELEPHONE INSTRUMENT WITH ONE COMMON SWITCH (MIN. 8 PORT)	SDH EQUIPMENT (STM-16 MADM UPTO S MSP PROTECTED DIRECTIONS)-COMMONCARDS, CROSS-CONNECT/CONTROL CARDS, OFFICAL BASE CARD, POWER SUPPLYCARDS, POWER CABLING, OTHER HARDWARE & ACCESSORIES (EACH).	S16.1 SFP	OPTICAL INTERFACE CARD (TO SUPPORT MINIMUM 225 KMS) FOR STM4	TRIBUTARY INTERFACE. E1 INTERFACE (MINIMUM 16 NOS.)
Material Code Description			5	at 1000076775		at 1000018706	at 1000031407		at 1000031374	at 1000034950	at 1000031381	at 1000026228	at 1000034998].	. "-		
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Bidders to note that the firm description under various schedules are through unique material ID for enspective items under SAP ERP System and therefore, identical item description appears in schedule-1(Ea-worlds) & schedule-2(EA). However, the prices to be quoted in Price Schedule-2(EA) shall be towned . Local Transportation, Insurance and other incidental Services only in line with clause ITB 11.4(b).

Date: Place:

Printed Name 1

Designation:

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Schedule - 3

Contrarts Services, Med Floor
Power Grid Corporation of India Litt,
Standardin't Floor No. 2
Section 3.
Georgean (Maryana) - 12207

CCINTAM: COXIMIDOXINABI(ZV) 8897

Commonication Equipment Lackage COTE-OF Communication transposent (VDA) Supply and Architectum package for Communications 3, bennes approved to 20th NCT

ISTHUBBLEDSICATES AND PRICES

Bidder's Name and Address (Sole Bidder)

Neme : Address :

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Quamtin 3 hi Arlaban Conger Description

Unit Erection Total Erection
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(SCHEDULEO) RATES AND PRICES.)

Bidder's Name and Address (Sole Bidder):

Name

Purser Grid Corporation of India Lid., "Southerin", Flat Na.-2 Sector-29, Gurggam (Heryseu) - 12001 Contracts Services, 3rd Floor

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Communication Equipment Tackage FOTE-0% Communication Equipment (SOM) Supply and Transflation package for Caraman allow Schools approved in 24th NCT

to Commissioner Teachers Co. Teachers Co. Section Co.

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* To case the hidder leaves for online confirmation of the SAC cooline GST rate "Nizale", the SAC endeaverpreding GST not indicated by the Indicated by the Ingleton until the denoted to be the concombinant by the Didder.

(SUMMARY OF TAXES & DUTIES APPLICABLE ON PLANT & FQUIPMENT)

Bidder's Name and Address (Sole Bidder):

To:

Name : Address : Contracts Services, 3rd Floor

Power Grid Corporation of India Ltd.,

"Saudamini", Plot No.-2

Sector-29,

Gurugram (Haryana) - 122001

SL No.	Item Nos.	Total Price (INR)
1	TOTAL GST ON GOODS	COLUMN TO SERVE SERVICE
	Total CST for Supply of Goods (inter-alia including Type Test Charges) between the Contractor and the Employer (identified in Schedule 1') which are not included in the Ex-works price as per the provision of the Bidding Documents, as applicable.	0.00
2	TOTAL GST ON SERVICES	
	Total GST on Installation Services (Schedule-3), Training to be imparted in India (Schedule-4a) and Maintenance Charges during and after Defect Liability Period (Schedule-4b)	0.00
	GRAND 10 TAL [1+2]	

Date : -

Printed Name :

Place :

Designation :

Par

(GRAND SUMMARY)

Bidder's Name and Address (Sole Bidder):

To:

Contracts Services, 3rd Floor

Name : Address : Power Grid Corporation of India Ltd

"Saudamini", Plot No.-2

Sector-29,

Gurugram (Haryana) - 122001

SI. No.	Description	Total Price (INR)
1	TOTAL SCHEDULE NO. 1	0.00
	Ex-works price of Plant and Equipment including Type Test Charges	
2	TOTAL SCHEDULE NO. 2	0.00
5	Local Transportation, In-transit Insurance, loading & unloading	
3	TOTAL SCHEDULE NO. 3	0.00
	Installation Charges	
4a	TOTAL SCHEDULE NO. 4a	0.00
	Training Charges	
4b	TOTAL SCHEDULE NO. 46	0.00
	Maintenance Charges during & after Defect Liability Period	
5	TOTAL SCHEDULE NO. 5	0.00
	Taxes and Duties	
6	TOTAL SCHEDULE NO. 7	



(GRAND SUMMARY)

Bidder's Name and Address (Sole Bidder):

To:

Contracts Services, 3rd Floor

Name : Address : Power Grid Corporation of India Ltd

"Saudamini", Plot No.-2

Sector-29,

Gurugram (Haryana) - 122001

Sl. No.	Description	Total Price (INR)		
	Type Test Charges [Total of this Schedule is included in Schedule - 1 above.]			
1	GRAND TOTAL [1+2+3+4+5]	0.00		

Date : --

Printed Name:

Place :

Designation:

(GRAND SUMMARY)

Bidder's Name and Address (Sole Bidder):

To:

Contracts Services, 3rd Floor

Power Grid Corporation of India Ltd

Address: "Saudamini", Plot No.-2

Sector-29,

Gurugram (Haryana) - 122001

Description	Total Price (INR)
TOTAL SCHEDULE NO. 1	0.00
Ex-works price of Plant and Equipment including Type Test Charges	
TOTAL SCHEDULE NO. 2	0.00
Local Transportation, In-transit Insurance, loading & unloading	
TOTAL SCHEDULE NO. 3	0.00
Installation Charges	
TOTAL SCHEDULE NO. 4a	0.00
Training Charges	
TOTAL SCHEDULE NO. 46	0.00
Maintenance Charges during & after Defect Liability Period	
TOTAL SCHEDULE NO. 5	0.00
Taxes and Duties	
TOTAL SCHEDULE NO. 7	
Type Test Charges [Total of this Schedule is included in Schedule - 1 above.]	
GRAND TOTAL [1+2+3+4+5]	0.00
	Ex-works price of Plant and Equipment including Type Test Charges TOTAL SCHEDULE NO. 2 Local Transportation, In-transit Insurance, loading & unloading TOTAL SCHEDULE NO. 3 Installation Charges TOTAL SCHEDULE NO. 4a Training Charges TOTAL SCHEDULE NO. 4b Maintenance Charges during & after Defect Liability Period TOTAL SCHEDULE NO. 5 Taxes and Duties TOTAL SCHEDULE NO. 7 Type Test Charges [Total of this Schedule is included in Schedule - 1 above.]





(GRAND SUMMARY)

Bidder's Name and Address (Sole Bidder):

To:

Contracts Services, 3rd Floor

Name : Address : Power Grid Corporation of India Ltd

"Saudamini", Plot No.-2

Sector-29,

Gurugram (Haryana) - 122001

Sl. No. Description Total Price (INR)

Date : -

Printed Name :

Place :

Designation:

JON!

(SCHEDULE OF RATES AND PRICES)

Bidder's Name and Address (Sole Bidder):

Name :

Address:

Contracts Services, 3rd Floor

Power Grid Corporation of India Ltd.,

Seudamini", Plot No.-2

Sector-29,

Gurugram (Haryana) - 122001

Type tests Charges:

Total GST as confirmed by Bldder		14
Total Test Charges (Rs.)		13 = 10 x 11
Unit Test Charge	-	12
Quantity		11
Chall		10
Description of Test	100000000000000000000000000000000000000	6
Whether rate of GST in column '4' is confirmed, If not indicate applicable rate of GST*		8
Rate of GST applicable (in %)	-	-
Whether HSN in column '2' is confirmed, If not indicate applicable the HSN code *	-	
HSN Code		6
Š		-
No No		-
S S		
ž Ž	+	1

NOT APPLICABLE

900	00.00
TOTAL TYPE TEST CHARGES	Fotal GST as confirmed by Bidder

Schedule-7/ Page 30 of 39

	Total GSI as confirmed by Bidder
	Total Test Charges (Rs.)
	Utali Test Charge
	Quantity
	đị n
	Description of Test
Whether sate of	GST in column '4' is confirmed. If not indicate applicable rate of GST *
Rate of	GST applicable (in %)
Whether HSN	in column '2' is confirmed. If not indicate applicable the HSN code "
HSN Code	
Line Bern Code	Ñ
I'K NO	
SE NU.	

* In case the biolier leaves the cell for confirmation of the HSN code and/or GST rate "black", the HSN code and corresponding GST rate indicated by the Employer shall be deemed to be the one confirmed by the Biodor,

Date

Place

Note

Bidder should indicate the name of test laboratories where type tasts are proposed to be conducted

Printed Name:

LETTER OF DISCOUNT

To:

Contract Services

Power Grid Corporation of India Ltd.,

"Saudamini", Plot No.-2

Sector-29, (near IFFCO Chowk)

Gurgaon (Haryana) - 122001

Subject :

Communication Equipment Package FOTE-05: Communication Equipment (SDH) Supply and Installation package for Communication Schemes approved in 24th NCT

Dear Sir

With reference to the subject tender, we hereby offer unconditional discount on the prices quoted by us as per details given here below:

1	Discount on lum-sum basis on total price quoted by us v Duties. [The discount shall be proportionately applicable on a the Schdules i.e. Sch-1 (without type test charges), Sch-2, Sch- & Sch-7] In Rs.	ll the items of all			
2	Discount on percent basis on total price quoted by us w Duties. [The discount shall be applicable on all the items of all Sch-1 (without type test charges), Sch-2, Sch-3, Sch-4a, Sch- Percent (%)	the Schdules i.e.			
3	Discount on lum-sum basis on the Schedules as given below: [The discount shall be proportionately applicable on all the relevent items of the respective Schdules.] In Rs.				
	Schedule-1 : Ex works prices	In Rs.			
	Schedule-2: Freight & Insurance	In Rs.	1.50		
	Schedule-3: Erection Charges	In Rs.	7116		
	Schedule-4a: Training Charges	In Rs.	10.F18 E		
	Schedule-4b: Maintenance Charges during and after DLP	In Rs.	V: 100		
	Schedule-7: Type Test Charges	In Rs.	SAIN		
4	Discount on percent basis on the Schedules as given below shall be applicable on all the relevent items of the respective Percent (%)	: [The discount re Schdules.] In	1270) M 1770 (1)		
	Schedule-1 : Ex works prices	In Percent (%)	DE H		





Letter of Discount / Page 32 of 39

Schedule-2 : Freight & Insurance	In Percent (%)
Schedule-3: Erection Charges	In Percent (%)
Schedule-4a: Training Charges	In Percent (%)
Schedule-4b: Maintenance Charges during and after DLP	In Percent (%)
Schedule-7: Type Test Charges	In Percent (%)

Thanking you, we remain,

Yours faithfully,

For and on behalf of

Date: -

Printed Name:

Place :

Designation:

Mor

BID FORM (Second Envelope)

Bid Proposal Ref. No.

Date : -

To:

Contracts Services, 3rd Floor Power Grid Corporation of India Ltd.,

"Saudamini", Plot No.-2

Sector-29,

Gurugram (Haryana) - 122001

Name of Contract:

Communication Equipment Package FOTE-05: Communication Equipment (SDH) Supply and Installation package for Communication Schemes approved in 24th NCT

Dear Ladies and/or Gentlemen,

1.0 In continuation of First Envelope of our Bid, we hereby submit the Second Envelope of the Bid, both of which shall be read together and in conjunction with each other, and shall be construed as an integral part of our Bid. Accordingly, we the undersigned, offer to design, manufacture, test, deliver, install and commission (including carrying out Trial Operation, Performance & Guarantee Test as per provision of Technical Specification) under the above named package in full conformity with the said Bidding Documents for the sum of Rs. 0 or such other sums as may be determined in accordance with the terms and conditions of the Bidding Documents.

The above amounts are in accordance with the price schedules attached herewith and are made part of this bid,

2.0 Price Schedules

2.1 In line with the requirements of the Bidding documents, we enclose herewith the following Price Schedules, duly filled - in as per your proforma:

Schedule 1 Plant and Equipment (Including Mandatory Spare Parts) to be

supplied, including Type Test Charges.

Schedule 2 Local Transportation, In-transit Insurance, loading and unloading

Schedule 3 Installation Charges.

Schedule 4a Training charges for training to be imparted.





Schedule 4b Maintenance Charges during & after Defect Liability Period.

Schedule 5 Taxes and Duties not included in Schedule 1

Schedule 6 Grand Summary [Schedule 1 to 5]

Schedule 7 Break-up of Type Test Charges for Type Tests to be conducted

(NOT APPLICABLE)

2.2 We are aware that the Price Schedules do not generally give a full description of the Work to be performed under each item and we shall be deemed to have read the Technical Specifications and other sections of the Bidding Documents and Drawings to ascertain the full scope of Work included in each item while filling-in the rates and prices. We agree that the entered rates and prices shall be deemed to include for the full scope as aforesaid, including overheads and profit.

- 2.3 We declare that as specified in Clause 11.5, Section -II:ITB, Vol.-I of the Bidding Documents, prices quoted by us in the Price Schedules in Second Envelope shall be on 'Firm' basis during the entire currency of contract and shall not be subject to price variation, what-so-ever during contract execution.
- 2.4 We understand that in the price schedules, where there are errors between the total of the amounts given under the column for the price Breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly. We further understand that where there are discrepancies between amounts stated in figures and amounts stated in words, the amount stated in words shall prevail. Similarly, any discrepancy in the total bid price and that of the summation of Schedule price (price indicated in a Schedule indicating the total of that schedule), the total bid price shall be corrected to reflect the actual summation of the Schedule prices.
- 2.5 We declare that items left blank in the Schedules will be deemed to have been included in other items. The TOTAL for each Schedule and the TOTAL of Grand Summary shall be deemed to be the total price for executing the Facilities and sections thereof in complete accordance with the Contract, whether or not each individual item has been priced.
- 3.0 We confirm that except as otherwise specifically provided our Bid Prices in this Second Envelope include all taxes, duties, levies and charges as may be assessed on us/our Associate (applicable for Foreign Bidder), our Sub-Contractor/Sub-Vendor or their employees by all municipal, state or national government authorities in connection with the Facilities, in and outside of India.
- 3.1 100% of applicable Taxes and Duties i.e GST which are payable by the Employer under the Contract, shall be reimbursed by the Employer on production of satisfactory documentary evidence by the Contractor in accordance with the provisions of the Bidding Documents.





- 3.2 We further understand that notwithstanding 3.0 above, in case of award on us, you shall also bear and pay/reimburse to us, GST applicable on supplies by us to you, imposed on the Plant & Equipment including Mandatory Spare Parts to be incorporated into the Facilities including Type Test charges for Type test to be conducted specified in Schedule No. 1, Installation Services specified in Schedule No. 3, Charges for Training to be imparted specified in Schedule No. 4a and Maintenance Charges during & after Defect Laibility Period specified in Schedule No. 4b of the Price Schedule in this Second Envelope by the Indian Laws.
- 3.3 We confirm that we have also registered/we shall also get registered in the GST Network with a GSTIN, in all the states where the project is located and the states from which we shall make our supply of goods.
- 4.0 # (For Joint Venture only) We, the partners of Joint Venture submitting this bid, do agree and confirm that in case of Award of Contract on the Joint Venture, we shall be jointly and severally liable and responsible for the execution of the Contract in accordance with Contract terms and conditions.
- 5.0 We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal is in all respects for and in good faith, without collusion or fraud.

Thanking you, we remain,

Yours faithfully,

For and on behalf of

Signature:

Date: -

Printed Name:

Place :

Designation:

Common Seal:

Please provide additional information of the Bidder

Business Address

M

		A	
	1	19.2	谨
Country of Incorporation :	13		
State/Province to be indicated:	181		
Name of Principal Officer :	18		
Address of Principal Officer :			
	120		

Note: Bidders may note that no prescribed proforma has been enclosed for Attachment 2: Power of Attorney. Bidders may use their own proforma for furnishing the required information with the bid.

