

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

EOI Notice No: RailTel/SR/SC/Mktg/SWR-Eoi-VOIP-SIP

Dated 14.12.2021

Expression of Interest (Eoi) for SWR Tender No: SG-SWR-P- MPLS-VSS-EX-TCCS- "Design, Planning, Supply, installation, fixing, configuration, integration and commissioning of a secure, reliable, scalable, manageable VOIP Based Train Control Communication System (TCCS) and SIP exchanges in Hubballi Division, Bengaluru Division, Mysuru Division over SWR as per the description and specifications as per the SWR Tender No: SG-SWR-P- MPLS-VSS-EX-TCCS The Broad Scope of Service Partner against the SWR's VOIP sub-component is considered in this EOI.

Supply, Installation, testing, commissioning, Integration and Maintenance of SWR VOIP based Train Control Communication System (TCCS) and SIP based IP Server Exchanges over Bengaluru, Mysuru & Hubballi divisions, thereby improving the quality of speech and reliability. Also, Integration with existing VoIP based TCCS and SIP based Exchanges. Detail of the existing TCCS and SIP exchanges and scope of the work is as per the SWR Tender No: SG-SWR-P- MPLS-VSS-EX-TCCS

EOI NOTICE

RailTel Corporation of India Limited
1-10-39 to 44, 6A, 6th floor, Gumidelli Towers, Begumpet Airport Road,
Opp. Shopper Stop, Begumpet, Hyderabad – 500 016.

EOI Notice No: RailTel/SR/SC/Mktg/SWR-Eol-VOIP-SIP

Dated 14.12.2021

RailTel Corporation of India Ltd., (hereinafter after referred to as “RailTel”) invites EOIs from RailTel’s **Empaneled Business Associates(BA)/ Business Partners (BP)/ IT-ICT Business Partners** for the selection suitable partner for bidding in **SWR Tender No. HCC/IS-12/PT-175/2020-21 for “Expression of Interest (Eol) for SWR Tender No: SG-SWR-P- MPLS-VSS-EX-TCCS- “Design, Planning, Supply, installation, fixing, configuration, integration and commissioning of a secure, reliable, scalable, manageable VOIP Based Train Control Communication System (TCCS) and SIP exchanges in Hubballi Division, Bengaluru Division, Mysuru Division over SWR as per the description and specifications as per the SWR Tender No: SG-SWR-P- MPLS-VSS-EX-TCCS The Broad Scope of Service Partner against the SWR’s VOIP sub-component is considered in this EOI”**”.

The reference SWR Tender documents are as follows:

SN	Document Description	Document Name of SWR IREPS Portal	Document Type
1	Notice inviting tender details	Tendernotice_1.pdf	NIT
2	Statement of credentials	Statement_credentials.xls	Tender Documents
3	Price bid	BOQ_143506.xls	Annexure - I of EOI
4	Retail Outlets list	RO_18000_ListFinal.pdf	Tender Documents
5	Tender-Acceptance-Format	Tender-Acceptance-Format.pdf	Additional Document
6	FAQs-SWR-Online-EMD	FAQs-SWR-Online-EMD.pdf	Additional Document
7	Special_Instructions_to_the_Bidders_20200717	Special_Instructions_to_the_Bidders_20200717.pdf	Additional Document
8	GCC	GCC-Safety-GDN.pdf	Tender Document
9	Technical bid.pdf	Technical bid	Tender Document
10	SWR clarifications to Prebid queries	Prebid Clarifications	Clarifications

Kindly Note: All the Documents related to SWR are updated up to last update on 03.12.2021. Bidders are requested to download the above mentioned documents from SWR e-Tendering portal www.ireps.gov.in vide Tender No: **SG/SWR/P//VSS/MPLS/EX/TCCS dated 14.10.2021**, All these documents and the documents uploaded/published up to the last date of bid submission against SWR tender be part of this EOI and bidders are required to go through the same for compliance against their scope.

The EOI is uploaded in the RailTel’s website www.railtelindia.com For any Amendments/Corrigendum’s the bidders are requested to go through the Website from time to time.

The EOI schedule and other details are as under:

1	Availability of EOI through website	From 12:00 Hrs. of 15.12.2021
2	Bid Submission Start Date	From 12:00 Hrs. of 15.12.2021
3	Last date for submission of Techno-Commercial offer by bidders	19.12.2021 before 14:00 Hrs to the mail id: swreoi.voiptech@railtelindia.com
4	Opening of Bidder's Techno-Commercial offer	14:30 Hrs of 19.12.2021
5	Opening of Bidder's EOIs Financial Bid	Should reach by 19:00 hrs of 20.12.2021 to the mail id: swreoi.voipprice@railtelindia.com by all the bidders participated in the Techno-Commercial part of the EOI. The offers will be opened by 19:30 hrs of 20.12.2021
6	Earnest Money deposit.	Nil. However, Bidder will submit the BID SECURITY DECLARATION in line with SWR tender and in favour of RailTel Corporation of India Limited.

For any clarification following designated officials may be contacted:

1st Level

Shailender Dusa
Asst.General Manager/Mktg-Tech
Email: sdusa @railtelindia.com
Contact: 9866327886

2nd Level

B.Vishwanath
General Manager /EB & Procurement
Email: bvishwanath69@railtelindia.com
Contact: 9701528882.

Note:

1. The EOI response is invited from all eligible **Empaneled Business Associates (BA) Business Partner (BP)/ IT-ICT Business Partners of RailTel only.**
2. All the future corrigendum/ addendum/clarification will be published on the RailTel Portal only.
3. All the documents must be submitted with proper indexing and page numbers.

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1. Introduction about RailTel

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

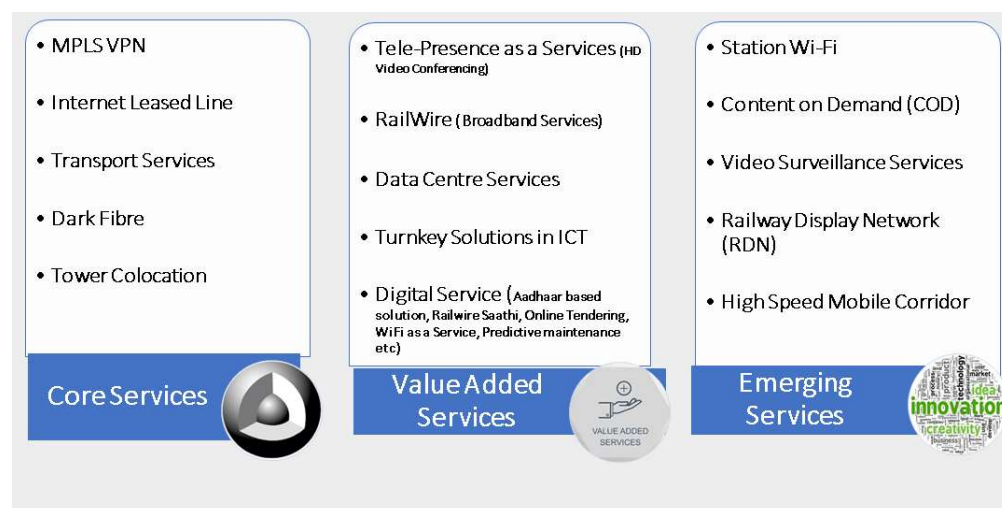
RailTel has approximately 60000 Kms of OFC along the protected Railway tracks. The transport network is built on high capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon and Secunderabad hosting / collocating 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):

a) 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:



b) CARRIER SERVICES

1. 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
2. Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above
3. Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
4. Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

c) ENTERPRISE SERVICES

1. Managed Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above
2. MPLS VPN: Layer-2 & Layer-3 VPN available for granularities from 64 Kbps to nx64 Kbps, 2 Mbps & above
3. Dedicated Internet Bandwidth: Experience the "Always ON" internet connectivity at your fingertips in granularities 2mbps to 155mbps

d) RETAIL SERVICES

Rail wire: Triple Play Broadband Services for the Masses. It is a pilot project undertaken by RailTel and currently services are offered out of Bangalore and nearby places.

2. Project Background and Objective of EOI

RailTel intends to participate in the Tender No. SG/SWR/P//VSS/MPLS/EX/TCCS dated 14.10.2021, floated by SWR for - " Design, Planning, Supply, Installation, Configuration, Integration and commissioning of a secure, reliable, scalable and converged communication systems for 230+ stations over SWR consisting of IP-MPLS(internet Protocol-Multiprotocol Label Switching) backbone interconnecting VIOP (voice over Internet Protocol) based Train Control Communication System (TCCS), SIP (Session Initiation Protocol) based Exchange Communication and VSS (Video Surveillance system) and integrating with Existing SIP Exchanges, VoIP based TCCS and VSS".

SWR Tender comprises of following components/Sub-works

1	Provision of Multiprotocol Level Switching / Internet Protocol based Technology over Bengaluru, Mysuru & Hubballi divisions.
2	Provision of SIP based IP Server Exchanges
3	Provision of Video Surveillance System at 228 Stations over SWR
4	Provision of VOIP based Train Control Communication System (TCCS) over Bengaluru, Mysuru & Hubballi divisions

Eol is for two sub-components

- i. Provision of SIP based IP Server Exchanges
- ii. Provision of VOIP based Train Control Communication System (TCCS) over Bengaluru, Mysuru & Hubballi divisions

RailTel invites EOIs from RailTel's **Empaneled Business Associates(BA)/ Business Partners (BP)/ IT-ICT Business Partners** for the SWR Tender No: SG-SWR-P- MPLS-VSS-EX-TCCS- "Design, Planning, Supply, installation, fixing, configuration, integration and commissioning of a secure, reliable, scalable, manageable VOIP Based Train Control Communication System (TCCS) and SIP exchanges in Hubballi Division, Bengaluru Division, Mysuru Division over SWR as per the description and specifications as per the SWR Tender The Broad Scope of Service Partner against the SWR's VOIP sub-component is considered in this EOI"

3. Scope of Work

"Design, Planning, Supply, installation, fixing, configuration, integration and commissioning of a secure, reliable, scalable, manageable VOIP Based Train Control Communication System (TCCS) and SIP exchanges in Hubballi Division, Bengaluru Division, Mysuru Division over SWR as per the description and specifications as per the SWR Tender No: SG-SWR-P- MPLS-VSS-EX-TCCS.

Broad Scope of Service Partner against the SWR's VOIP sub-component of work- Supply installation, commission, configuration, integration, commissioning, and upgradation of VOIP TCCS and SIP Exchanges is considered in this Eol

Core items of VOIP TCCS and SIP Exchanges with Accessories are considered in this EoL, like various IP Telephones, SIP Based Video phones, Gateways, Monitors, Controller Console, Test Room Console, License of TCCS, NMS Device License, SIP Exchange & Trunk Perpetual Licenses, Horizontal Cabling, Racks, Training etc. Detail requirement of Eol is specified in Schedule of requirement at Annexure-I

RailTel will provide required Servers with preloaded Operating system and Storage as per the SWR Tender specification. Successful bidder should physically install at locations specified in the SWR Tender, configure the server & storage as per the functionality, load the required licences confirming to the specification and functionalities of the SWR Tender.

3.1 Schedule of Requirement (At Annexure-I)

Note: Successful bidder of this EOI i.e. "Managed Service Partner", at his own cost, is required to participate in PoC of SWR during RailTel's bid evaluation by SWR if required. For this purpose all the required hardware/software/support will be provided by the successful bidder to RailTel team with no cost to RailTel.

For detailed scope of work, may please refer to website www.ireps.gov.in vide Tender No: SG/SWR/P//VSS/MPLS/EX/TCCS dated 14.10.2021 including all latest Corrigendum's, Addendums & clarifications.

RailTel intend to select a partner who is willing to accept all terms & conditions on back to back basis for their scope and portion of work.

In case of any discrepancy or ambiguity in any clause/ specification pertaining to scope of work area, the Tender released by end Customer (i.e. SWR) shall supersede and will be considered sacrosanct.

(All associated clarifications, responses to queries, revisions, addendum and corrigendum, associated Prime Service Agreement (PSA)/ MSA/ SLA also included).

4. Response to EOI guidelines

4.1 Language of Proposals

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

4.2 RailTel's Right to Accept/Reject responses

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

4.3 EOI response Document

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

All pages of the documents shall be signed in ink by the bidder including the closing page in token of his having studied the EOI document and should be submitted along with the bid. A copy of signed EOI along with its all Corrigendum/Addendum is required to be submitted through RailTel portal duly signed digitally.

4.4 Period of Validity of bids and Bid Currency

Bids shall remain valid for a period of Six Months from the date of opening of Tender No. SG/SWR/P//VSS/MPLS/EX/TCCS dated 14.10.2021 of SWR. If any extension is required by customer, then the same will be extended for further period.

4.5 Negotiation:

RailTel reserves the right to negotiate with the bidder in order to make the bid competitive. The tenderer/s shall not increase his/their quoted rates including payment terms in case the RailTel Administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawals of the original offer and the rates originally quoted will be binding on the tenderer/s.

4.6 All offers in the prescribed forms should be submitted before the time and at fixed for the receipt of the offers. In case the schedule of requirement quoted by tenderer is incomplete with reference to tender document, the offer is liable to be rejected.

4.7 **ATTESTATION OF ALTERATION:** No scribbling is permissible in the tender documents. Tender containing erasures and alterations in the tender documents are liable to be rejected. Any corrections made by the tenderer/ tenderers in his /their entries must be signed and stamp (Not initiated) by him/them.

- 4.8 The tenderer shall submit the Techno-Commercial offer to the mail id **swreoi.voiptech@railtelindia.com** on or before 14:00 hrs of 19.12.2021. The offer should be complete in all aspects.
- 4.9 The Price Bid shall be submitted by all the bidders who have submitted the Techno-commercial, to email address **swreoi.voipprice@railtelindia.com** on or before 19:00 hrs of 20.12.2021. The bidders are advised to submit their financial offer irrespective of their status of the Techno-Commercial offer. However RailTel will consider the financial bids of the firms who have qualified in the Techno-Commercial Offer.
- 4.10 The bidder should submit along with all the applicable documents as per the EOI
- 4.11 Information to Bidder
- 4.12 Guidelines for preparations of response to this EOI - Bidder are requested to follow the below guidelines while preparing the response to EOI.
- a. The price bid should be in format provided in the Annexure-I, any bid not found responsive to the details mentioned in this document may be rejected.
 - b. The bidder is requested to review the response before submission as the submitted responses shall be considered final and revisions may not be permitted, unless there are genuine reasons for such revisions.
 - c. Bidder should download the document and sign each page & fill the bid sheet (Annexure-I) attach all documents as required for this EOI document and submit the complete bid as explained in the EOI document. Late and Delayed response to this EOI shall not be considered.
- 4.13 Bid Earnest Money (EMD): Exempted. In line with SWR Tender, EMD for this EOI has been waived off against requirement of submission of Bid Security Declaration in lieu of EMD. All bidders must submit Bid Security Declaration as per format attached as 'Annexure-III' in favor of RailTel. All the conditions for Bid Security Declaration as defined in SWR tender will be applicable in this EOI also on back to back basis.
- 4.14 Security Deposit / Performance Bank Guarantee (PBG) per SWR Tender No. SG/SWR/P/VSS/MPLS/EX/TCCS dated 14.10.2021
- 4.14.1 The selected Partner shall have to submit a Bank Guarantee against Security Deposit in proportion to the ordered value to RailTel as back to back arrangements for the Bid. The rate and value of SD/PBG shall be as per Tender No. SG/SWR/P/VSS/MPLS/EX/TCCS dated 14.10.2021 of SWR.
 - 4.14.2 In the case the bid is successful the PBG also will have to be submitted to RailTel on back to back basis.
 - 4.14.3 In case work share arrangements are mutually agreed between RailTel and managed services Partner then the PBG will be proportionately decided.
- 4.15 Last date & time for Submission of EOI response

EOI response should be submitted to RailTel as explained in EOI document. The bids submitted after the specified date and time mentioned in the EOI will be summarily rejected.

4.16 Modification and/or Withdrawal of EOI response

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

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

The successful bidder will not be allowed to withdraw or back out from the response commitments. In case of withdrawal or back out by the successful bidder, the Earnest Money Deposit shall be forfeited, and all interests/claims of such managed services Partner shall be deemed as foreclosed. In addition, if selected partner withdraws its offer then the managed services Partner may be blacklisted.

4.17 Details of Financial bid for the above referred tender

The final bid for the tender will be prepared jointly with the selected **managed services Partner** for its respective portion so that RailTel puts in an optimal bid with a good chance of winning the Tender. Moreover, RailTel reserves the right for further negotiation and deduction in prices from the selected Service Partner to keep the RailTel's bid in winning position in SWR Tender.

4.18 Clarification of EOI Response

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

4.19 Period of Association/Validity of Agreement

RailTel may enter into a pre-bid agreement with selected partner with detailed back to back Terms and conditions for respective selected portion of scope in each of the packages prior to submission of RailTel bid against SWR Tender No. SG/SWR /P/ /VSS /MPLS/EX/TCCS dated 14.10.2021.

5. Eligibility Criteria for Partners:

The bidders must comply with the following conditions for their eligibility in the participation for the EOI. Submit necessary declarations/certifications as per Tender Terms and Conditions:

S No.	Parameter	Eligibility Criteria	Supporting Documents to be Submitted	Compliance (Y/N)
A)	Association with RailTel	The Bidder Should be RailTel's Empaneled Empaneled Business Associates(BA)/ Business Partners (BP)/ IT-ICT Business Partners with validity of association atleast upto the last date of submission of this bid. This is the primary and mandatory eligibility criteria, however the bidder is also	Copy of LOI/Agreement.	

S No.	Parameter	Eligibility Criteria	Supporting Documents to be Submitted	Compliance (Y/N)
		required to meet other eligibility criteria of this EOI.		
B)	Financial Conditions			
i)	Company Registration	Should be registered under Companies Act, 1956 or Companies Act 2013 or as amended and should have at least 3 years of operations in India as on bid submission date.	1.Certificate of Incorporation 2. GST Registration 3. PAN Card	
ii)	Cumulative Turnover	Should have a cumulative annual turnover Rs.19,06,52,635 /- for the last three years (FY 2018-19, FY 2019-20, and FY 20-21) from ICT/IT/Telecom/EPC Projects.	Turnover Certificate- Certificate issued by the Statutory Auditors along with copy of the CA audited financial statements for the last three financial years (FY 2018-19, FY 2019-20, and FY 20-21) to be submitted.	
iii)	Positive Net worth	Bidder should also have a positive net worth in the last 3 financial years (FY 2018-19, FY 2019-20, and FY 20-21).	Positive Net Worth Certificate issued by the Statutory Auditors partner along with copy of the CA audited financial statements for the last three financial years (FY 2018-19, FY 2019-20, and FY 20-21)	
C)	Technical Conditions			
		For composite works (e.g. works involving more than one distinct component, tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited: Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender. Note: This EOI is floated for VOIP services	To this extent necessary PO copies/agreement copies and completion certificates. The information should also be submitted in the Annexure-XI	

S No.	Parameter	Eligibility Criteria	Supporting Documents to be Submitted	Compliance (Y/N)
		with a total value of Rs.12,71,01,757/-. The Similar nature of work is as below network- Design, supply, configuration, installation and commissioning of TCCS on VOIP and SIP exchanges as per the SWR Tender document, spread over geographically dispersed, remote sites /locations spanning multiple towns/cities		
(i)	MAF	The bidder needs to submit the documents required under MAF from the respective OEMs (edge device solution for hardware and software) as part of the solution mentioning Back to Back arrangement, TAC support, End of Support.	MAF as per the Tender Document of SWR Tender No. SG/SWR /P/ /VSS /MPLS /EX/ TCCS dated 14.10.2021. The bidder is required to submit two number of MAFs as mentioned below: (i) The first MAF is required to be addressed to RailTel referring this subject EOI in favour of Bidder. (ii) The Second MAF is required to be addressed to SWR referring SWR tender and in favour of RailTel.	
(ii)	PPLC - Purchase Preference Policy (linked with Local Content)	Only Class- I local supplier shall be eligible to bid for the Tender. Bidder shall comply with the clauses as per the Tender Document and the bidder has to submit the compliance certificate for the same as per the format given in the Tender Document	If OEM participating directly against this EOI, Declaration and undertaking regarding PPLC as per the format provided in SWR Tender No. SG/ SWR /P/VSS/ MPLS/EX/TCCS dated 14.10.2021. are required to be submitted by bidder as per annexure-VIII.	
D)	Annexures			
(i)	Annexure-IV	Covering Letter	Duly filled and signed by the authorized signatory	

S No.	Parameter	Eligibility Criteria	Supporting Documents to be Submitted	Compliance (Y/N)
(ii)	Annexure -V	The Bidder should agree to abide by all the technical /commercial/financial, conditions of the SWR Tender No. SG/SWR /P/ /VSS /MPLS /EX/TCCS dated 14.10.2021. pertaining to the portion against which the bidder has quoted in this EOI. Bidder is also required to abide by all technical/ commercial/ financial condition of this EOI.	Self-certification duly signed by authorized signatory on company letter head.	
(iii)	Annexure- VI	Undertaking for not Being Blacklisted/Debarred. The Bidder should not have been blacklisted/debarred by any Governmental/Non-Governmental Organization in India as on bid submission date.	An undertaking signed by the Authorized Signatory of the company to be provided on Non – judicial stamp paper of INR 100/- and document duly attested by notary public. For The Bidder should not have been blacklisted/debarred by any Governmental/ Non-Governmental Organization in India as on bid submission date.	
(iv)		The partner should comply with all OEM compliances and documentation required end to end as per SWR Tender No. SG/SWR /P/ /VSS/MPLS /EX/TCCS dated 14.10.2021. requirements.	The partner should comply with all OEM compliances and documentation required end to end as per SWR Tender No. SG/ SWR/P/VSS/MPLS / EX/TCCS dated 14.10.2021. requirements.	
(v)		The partner needs to submit the arrangement of OEMs against each of the BOQ item quoted as mentioned in this EOI .	The partner needs to submit the arrangement of OEMs against each of the BOQ item quoted as mentioned in this EOI .	
(vi)	Annexure -VII :	Undertaking duly signed by authorized signatory on company letter head, that they will setup a local office in India within 1 month from the date of execution of the contract, if awarded by RailTel after being successful in SWR Tender No.	Undertaking duly signed by authorized signatory on company letter head, that they will setup a local office in India within 1 month from the date of execution of the contract, if awarded by RailTel after being	

S No.	Parameter	Eligibility Criteria	Supporting Documents to be Submitted	Compliance (Y/N)
		SG/SWR /P/ /VSS /MPLS/ EX/ TCCS dated 14.10.2021.	successful in SWR Tender No. SG/SWR /P/ /VSS /MPLS/EX/TCCS dated 14.10.2021.	
(vii)	Annexure-VIII	Comply with PMA order 2017, guidelines notified by DPIIT and DoT and to submit Affidavit of Self Certificate signed by authorised signatory as per the format provided as per Annexure-VIII	Comply with PMA order 2017, guidelines notified by DPIIT and DoT and to submit Affidavit of Self Certificate signed by authorised signatory as per the format provided as per Annexure-VIII	
(viii)	Annexure-IX	Self-certification duly signed by authorized signatory on company letter head that they will sign MOU/Agreement, Non-Disclosure Agreement on a non-judicial stamp paper of Rs. 100/- in the prescribed Format. The selected bidder shall have to sign MOU/ agreement & non-disclosure agreements with RailTel.	Self-certification duly signed by authorized signatory on company letter head that they will sign MOU/Agreement, Non-Disclosure Agreement on a non-judicial stamp paper of Rs. 100/- in the prescribed Format. The selected bidder shall have to sign MOU/ agreement & non-disclosure agreements with RailTel.	
(x)	Annexure -X	Past Performance details	Past Performance details	
(xi)	Power of Attorney	Power of Attorney/Board Resolution in favour of one of its employees who will sign the Bid Documents (also digitally).	Power of Attorney/Board Resolution in favour of one of its employees who will sign the Bid Documents (also digitally).	

A Copy of Purchase/ Work Order & its Commissioning Certificate issued by Work Awarding Organization is to be submitted with EOI. Also, contact Details of concerned person i.e. Name / Designation / Contact Number/ Official Email ID, of the Work Awarding Organization needs to be mentioned.

For On-going projects, proof of satisfactory laying/ part completion certificate for the desired quantity issued & signed by the competent authority of the client entity along with the supporting documents such as work order/purchase order clearly highlighting the scope of work, bill of material and value of the contract/ order.

6. Bidder's profile

The bidder shall provide the information in the below table:

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

7. Schedule of Rates (SOR): The bidder should quote as per the enclosed annexure- I

8. Evaluation Criteria

- 8.1 The **managed services Partner** who fulfills the Eligibility criteria shall be further evaluated against the criteria mentioned in Annexure- II as applicable.
- 8.2 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.
- 8.3 The RailTel evaluation committee will determine whether the proposal/ information are complete in all respects and the decision of the evaluation committee shall be final.

9 Payment terms

- 9.1 All payments shall be paid on back to back basis. RailTel shall make payment to selected managed services Partner after receiving payment from Customer as per the Payment terms defined in the SWR tender. In case of any penalty or deduction made by customer, same shall be passed on to partner if attributed to the managed services Partner's portion of Scope.
- 9.2 For payment terms of SWR, bidders are advised to go the respective section of SWR Tender No. SG/SWR /P/ /VSS /MPLS/EX/TCCS dated 14.10.2021 and all it's associated corrigendum/ addendum/clarifications.

10 Service Level Agreement

The selected bidder will be required to adhere to the SLA matrix as defined in the SWR Tender No. SG/SWR /P/ /VSS /MPLS/EX/TCCS dated 14.10.2021 for his scope of work and the SLA breach penalty will be applicable proportionately on the selected bidder, as specified in the Tender. The SLA scoring and penalty deduction mechanism for in-scope of work area shall be followed as specified in the SWR Tender. Refer to for payment terms of SWR, bidders are advised to go the respective section of SWR Tender No. SG/SWR /P/ /VSS /MPLS/EX/TCCS dated 14.10.2021 and all it's associated corrigendum/ addendum/clarifications. Any deduction

by Customer from RailTel payments on account of SLA breach which is attributable to Partner will be passed on to the Partner proportionately based on the its scope of work.

11 Roles and Responsibility of the BA/SI Partner

The BA/SI will be responsible for the work” Supply, Installation, testing, commissioning, Integration and Maintenance of SWR VOIP based Train Control Communication System (TCCS) and SIP based IP Server Exchanges over Bengaluru, Mysuru & Hubballi divisions, thereby improving the quality of speech and reliability. Also, Integration with existing VoIP based TCCS and SIP based Exchanges. Detail of the existing TCCS and SIP exchanges and scope of the work is as per the SWR Tender No: SG-SWR-P- MPLS-VSS-EX-TCCS.

The BA/SI should tightly integrate with OEM's solution providers and will provide manpower resources of this work. BA/SI should have sufficient backup support required for liasoning, meetings, coordination to meet the timelines of the project and its successful completion. The BA/SI shall nominate technical SPOC and account manager for this project.

The BA/SI should thoroughly study the RFP and Corrigendum floated by SWR for compliance (enclosed).

A. Documentation: BA/SI shall prepare High Level Design doc(HLD) and Low Level Design doc (LLD) as part of implementation of the project under Eol.

Bidder shall be responsible for all the documentation/ reports required at various stages of project during the currency of the project.

B. Compliances: BA/SI shall be responsible for all the regulatory compliances related to fulfilment of delivery of this project under this Eol during its currency.

Above requirements are only indicative in nature and are only guidance of the bidder to assess the quantum of work. The BA/SI is required to apply their expertise to fulfil the required objective. In case of any discrepancy/typo-graphical error mentioned in this Eol then the conditions/specifications mentioned in the RFP & Corrigendum floated by SWR, will prevail.

C. Governance Framework:

- RailTel will setup a governance team comprising of RailTel & BA/SI. The team will have minimum of 2 member each from RailTel and BA/SI lead by GM/RailTel/SC. The team size may increase if required based on approval of Competent Authority of RailTel.
- BA/SI shall deploy competent & experiences persons to be part of the governance team.
- The BA/SI shall comply with all the ITIL processes and shall be responsible for its implementation across the various activities and deliverables against the scope of the project.
- The BA/SI shall adhere to the governance framework put in by RailTel for the project deliverables.
- The Governance team among the other things will monitor the performance of the project and take corrective measures as required for successful delivery of the project.

The Governance Team shall be overseeing the coordination, periodical reviews, escalations, billing, documentation, customer interactions etc.

12. Arbitration

The parties through respective signatories shall settle any dispute or disagreement with respect to performance, non-performance or defective performance of respective obligation

amicably. In the event of disputes remaining unresolved, the parties shall refer the matter to a single arbitrator under arbitration law that may be applicable, whose appointment shall be done by CMD, RailTel Corporation of India Limited. The place of arbitration shall be New Delhi and the language used shall be English

13. Force Majeure Clause

If at any time, during the continuance of this contract, the performance, in whole or part, by either party, of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, Civil Commotion, Sabotage, Fires, Floods, Earthquakes, explosions, strikes, epidemics, quarantine restrictions, lockouts, any statute, statutory rules/regulations, order of requisitions issued by any Government Department or Competent Authority of acts of God (here-in-after referred to as event) then provided notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this Contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance, and the obligations under the Contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, provide further that if the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event beyond a period as mutually agreed to by the RailTel and the Contractor or after any event or 60 days in the absence of such an agreement whichever is more, either party may at its option terminate the Contract provided also that if the contract is so terminated under this clause the RailTel may at the time of such termination take over from the Contractor at prices as provided for in the contract, all works executed or works under execution.

Annexure – I : Schedule of Requirement

Schedule of Requirement for EoI for VOIP								
EoI Sl. No	SWR Tender Item No	SWR Schedule No	Description of Item	Unit	Qty	Rate	Amount (Rs)	Quoted percentage (below/ Par/above)
1	10_521(a)	C1	Transportation of Signalling Materials by Road as Per the Instructions of Railway Representative at Site. The Work also includes Loading and Unloading of the Materials. a)Transportation up to 100 kms	MT-Km	300	18.2	5,460	
2	10_521(b)	C1	Transportation of Signalling Materials by Road as Per the Instructions of Railway Representative at Site. The Work also includes Loading and Unloading of the Materials. b)Transportation more than 100 kms	MT-Km	2700	11.13	30,051	
3	1	C2	Supply and Installation of Control IP Telephones with Hands Free and Gooseneck Operation for Way Side Station as Per Clause 11 of RDSO/SPN/TC/99/2012 Rev.2 or latest(Detailed Spec in Tender Document). Inspection RDSO	Numbers	347	23500	81,54,500	
4	01	C2	Supply and installation of SIP Based Basic IP Phone with 128x64 Pixel Graphical LCD as per Specification. Inspection RITES	Numbers	370	5500	20,35,000	
5	3	C2	Supply of SIP Based Medium IP Phone with 240X120 Pixel or better Graphical LCDwith Backlight, Minimum 8 No of One Touch line key as per Specification.Inspection RITES	Numbers	620	13314	82,54,680	
6	4	C2	Supply of SIP Based Video Phones 7 " Capacitive Adjustable Touch Screen,LCD screen, 720p 30 HD video should run on latest Android along with POE injector or better as per specification. Inspection RITES	Numbers	164	54460	89,31,440	

7	5	C2	Wiring and Termination for IP Phones up to last point (includes configuring, fixing of I/O box, Drawing of UTP/OF Cable, Fixing of PVC Pipe /Casing capping. All miscellaneous materials required for fixing to be supplied by Contractor as per site requirement)	Lumpsum	4	50000	2,00,000	
8	6	C3	Supply, Installation and Commissioning Event Notification Gateway as per Clause 12.3 of RDSO/SPN/TC/99/2012 Rev.2 or latest (Detailed Spec in Tender Document). Inspection RDSO	Numbers	5	310000	15,50,000	
9	9	C3	Supply and installation 55-inch full HD Monitor (with 3 Years Warranty). [Detailed Specification in Technical Document] Inspection Consignee	Numbers	6	54579.2	3,27,475	
10	10	C3	Supply, Installation and Commissioning of Controller Console as Per Clause 9 of RDSO/SPN/TC/99/2012 Rev.2 or latest. (Detailed Spec in Tender Document). Inspection RDSO	Numbers	24	420906	1,01,01,744	
11	11	C3	Supply, Installation and Commissioning of Test Room Console as Per Clause 10 of RDSO/SPN/TC/99/2012 Rev.2 or latest. (Detailed Spec in Tender Document). Inspection RDSO	Numbers	5	469286	23,46,430	
12	12	C3	Supply, Installation and Commissioning for 4 Port Gateway to support 4 Port Concurrent Emergency Communication at HQ/Way station to support 4 wire ports/ 4 Port Gateway with built in 2 wires to 4 wire Hybrid convertor to support 4 wire output as Per Clause 13 of RDSO/SPN/TC/99/2012 Rev.2 or latest. (Detailed Spec in Tender Document). Inspection RDSO	Numbers	317	19470	61,71,990	
13	13	C3	Supply and Installation of Station License of TCCS Communication Server of 1+2 Configuration as per RDSO/SPN/TC/99/2012 Rev.2. Inspection RDSO	Numbers	332	18290	60,72,280	

14	14	C3	Supply and Installation of Port License of TCCS Communication Server in 1+2 Configuration as per RDSO/SPN/TC/99/2012 Rev.2. Inspection RDSO	Numbers	332	2360	7,83,520	
15	15	C3	Supply and Installation of Conference Room License of TCCS Cum Server of 1:4 Room in 1+2 Configuration as per RDSO/SPN/TC/99/2012 Rev.2. Inspection RDSO	Numbers	12	41300	4,95,600	
16	16	C3	Supply and Installation of TCCS VoIP Voice Logger Board License as per RDSO/SPN/TC/99/2012 Rev.2. Inspection RDSO	Numbers	12	102660	12,31,920	
17	17	C3	Supply and Installation of NMS Device License of TCCS VoIP NMS Server 100 Device Pack as per RDSO/SPN/TC/99/2012 Rev.2. Inspection RDSO	Numbers	11	116820	12,85,020	
18	18	C3	Supply and Installation of Event Notification Gateway License of TCCS VoIP NMS Server of 100 Device Pack as per RDSO/SPN/TC/99/2012 Rev.2. Inspection RDSO	Numbers	11	59000	6,49,000	
19	20	C3	Supply of Fully Non-Blocking 19" Rack Mountable IP Based Server Architecture Supporting Virtualization and should be able to Integrate both Analog/ISDN Gateways. Unified Communication Server Solution in Active-Active Cluster Mode. Perpetual license for MAIN Server. Inspection RITES.	Numbers	1	55569.2	55,569	
20	21	C3	Supply of Perpetual license for STAND BY server of above MAIN server. Inspection RITES	Numbers	1	48321	48,321	
21	22	C3	Supply of IP Endpoint Perpetual Licenses (any SIP Phone) for above Server. Inspection RITES	Numbers	620	5556.91	34,45,284	
22	23	C3	Supply of Gateway User Perpetual Licenses (Analog Users) for above Server. Inspection RITES	Numbers	3750	1932.84	72,48,150	
23	24	C3	Supply of SIP Trunk Perpetual Licenses (for PRI Gateways & SIP Trunk) for above Server. Inspection RITES	Numbers	270	1691.23	4,56,632	
24	25	C3	Supply of Mobility Perpetual License for above Server. Inspection Consignee	Numbers	254	2258.52	5,73,664	

25	26	C3	Supply of Softphone Perpetual License, PC based and Android Based for above server. Inspection Consignee	Numbers	60	1758	1,05,480	
26	28	C3	Supply of fully non-Blocking 19" Rack Mountable IP based Server Architecture Supporting Virtualization and should be able to Integrate both Analog/ISDN Gateways for GM, DRMUBL, DRM MYS Intercom. Unified Communication Server Solution in Active- Active Cluster Mode MAIN SERVER Perpetual License. Inspection RITES	Numbers	3	55569.2	1,66,707	
27	29	C3	Supply of Perpetual license for STAND BY server of above MAIN server. Inspection RITES	Numbers	3	48321	1,44,963	
28	30	C3	Intercom Server and Perpetual License Supply of fully non-Blocking Supply of IP Endpoint Licenses (any SIP phone) for above intercom server. Inspection RITES	Numbers	350	5557	19,44,950	
29	32	C3	Supply of SIP Trunk Perpetual Licenses for above intercom server. Inspection: RITES	Numbers	70	1691.23	1,18,386	
30	34	C3	Upgrading of Existing Bengaluru Aeonix Server with Additional SIP Trunk License- 30 for DRM Intercom to cater for Bengaluru Cant CAO Office. Inspection Consignee	Numbers	30	1691.23	50,737	
31	36	C3	Installation and Commissioning Charges as per Site Requirement at HQ, UBL and MYS	Job	6	82600	4,95,600	
32	38	C3	Supply and Installation of Mobile Application for Event Notification Gateway and NMS as per scope of work as Per RDSO/SPN/TC/99/2012 Rev.2. (Detailed Spec in Tender Document). Inspection RDSO	Numbers	25	13701	3,42,525	
33	39	C3	Supply of Call/Communication (SIP) Server dual DC power supply [Detailed Specification in Technical Document] Inspection RITES	Numbers	2	512356	10,24,712	
34	40	C3	Gateway User Licenses (Analog users). Inspection RITES.	Numbers	10	1932.84	19,328	
35	41	C3	Supply of call/Communication (SIP) Server For HQ, UBL and MYS. Inspection RITES.	Numbers	6	206500	12,39,000	

36	42	C3	Installation and Commissioning Charges as per Site requirement at Bengaluru and Bengaluru Cant(Upgrading the existing server/Integration with new one)	Job	2	59000	1,18,000	
37	43	C3	Upgrading of Existing Aeonix Server/Integration of new server with old server at Bengaluru with Additional SIP Licenses-80, Sip Trunk License-30 for DRM Intercom to cater for Bengaluru Cant CAO Office. IP Endpoint Licenses to Existing Server/ new server including Technical Support Charges. Inspection Consignee	Numbers	80	5557	4,44,560	
38	1	C4	Supply of 96 Port Rack Mountable FXS Gateway Chassis or higher with 4*24 FXSGateway cards or any combination along with patch panel/krone module for termination . (Redundant Dual DC power supply) and Dual input ports(Fiber/Ethernet)including mounting kit and all the accessories. [Detailed Specification in Technical Document] Inspection RITES.	Numbers	58	236647	1,37,25,526	
39	4	C4	Supply of 96 Port Rack Mountable FXS Gateway Chassis or higher with 2*24 FXSGateway cards or any combination along with patch panel/krone module for termination. (Redundant Dual DC power supply) and Dual input ports(Fiber/Ethernet)including mounting kit and all the accessories [Detailed Specification in Technical Document] Inspection RITES.	Numbers	39	178840	69,74,760	
40	5	C4	Supply of 24 Port FXS Gateway 19" Rack Mountable along with Patch Panel/krone module for termination (DC or AC based as per site requirement) and Dual input ports(Fiber/Ethernet) including mounting kit and all the accessories. [Detailed Specification in Technical Document] Inspection RITES.	Numbers	22	52455	11,54,010	

41	6	C4	Supply of 8 Port FXS Gateway (AC based) including mounting kit and all the accessories. [Detailed Specification in Technical Document] Inspection RITES.	Numbers	45	16392	7,37,640	
42	7	C4	Supply of 24 Port FXO Gateway 19" Rack mountable suitable for 96/48 FXSGateway chassis along with patch panel/krone module. (AC or DC based) including mounting kit and all the accessories. [Detailed Specification in Technical Document] Inspection Consignee	Numbers	8	42217	3,37,736	
43	8	C4	Supply of 2 port E1 Gateway (Dual DC based). Inspection Consignee	Numbers	2	155490	3,10,980	
44	9	C4	Supply of Single Mode 1 G SFP-BX (10 Kms) Single Fiber for above Switches supplied in this schedule. [Detailed Specification in Technical Document] Inspection: Consignee	Numbers	90	1180	1,06,200	
45	10	C4	Supply, installations and commissioning of NMS(Network Monitoring Server) and Emergency Room Communication Console detail specification enclosed. Model Reputed make Inspection RITES.	Numbers	3	472000	14,16,000	
46	12	C4	Programming of Servers, Switches, Installation of all Gateways (96,48,24,8 Port) as Per site requirement, installation of Soft Phones, Mobility Phones, Shifting of Materials to Site, with necessary Supply and Termination of 24 Port Jack Panel, Cat-6 Patch Cords, OFC Patch Cord, Extension of DC/AC Power Supply from Charger/UPS to Gateways and Extension of Earth to all Equipments, Termination of PVC Cable in Existing IDF. Testing of lines in all locations. And all the supply and installation of accessories required for installation	Lot	3	1162300	34,86,900	
47	15	C4	Supply of CAT-6 Patch Cord-5mtrs length [Detailed Specification in Technical Document] Inspection: Consignee	Numbers	620	333.82	2,06,968	

48	16	C4	Supply and Installation of Wall Mountable RJ 45 Socket with FacePlate. [Detailed Specification in Technical Document] Inspection Consignee	Numbers	1544	393.6	6,07,718	
49	1	C5	Supply and Termination at Wall/Rack Mountable of 12 Fiber FDMS 12 SC TypeFDMS loaded with SC 'O' DB & Adaptor SC SM Pigtail 1.5 meters all accessories required for installation suitable for splicing and front patching of 12 fiber cable with all accessories and terminating the optical fiber with splicing and front patching in the equipment room or places as required by the Railway representative (OFC patch cord for and all other materials required for the splicing are to be supplied by the contractor.[Detailed Specification in Technical Document] Inspection : RITES	Numbers	329	9841.79	32,37,949	
50	2	C5	Supply of Single Mode Patch Cord length 3 meters (LC-SC/SC-SC/LC-LC/FC-LC) as per site requirement. [Detailed Specification in Technical Document] Inspection Consignee	Numbers	650	175.9	1,14,335	
51	3	C5	Supply & Installation of 19"42U 1200mm Depth Telecom Rack with Standard Accessories (Closed type) with front door Glass type, all doors should be removable type [Detailed Specification in Technical Document] Inspection RITES	Numbers	5	43979.8	2,19,899	
52	4	C5	Supply and installation of covered 19" 42 U racks of size 600mm depth Telecom Rack with Standard Accessories (Closed type Telecom Rack) with front door Glass type, all Doors [Detailed Specification in Technical Document] Inspection RITES	Numbers	187	35231	65,88,197	
53	6	C5	Supply, installation of 19"12 U Rack Wall/Pole Mount, with front Door Glass Door Type, all Doors should be Removable Type with all accessories Like Electrical fitting, Fan Tray ,Patch Panel, Cable Manager, Spike Buster/PDU. [Detailed Specification in Technical Document] Inspection: RITES	Numbers	25	12600	3,15,000	

54	7	C5	Supply and Installation of 19" 9U Rack Wall/Pole Mount, with front Door Glass DoorType, all Doors should be Removable Type with all accessories Like Electrical fitting, Fan Tray,Patch Panel, Cable Manager, Spike Buster/PDU. [Detailed Specification in Technical Document] Inspection: RITES	Numbers	42	9255.23	3,88,720	
55	11	C5	Supply of 12 Core Metal Strengthened Outdoor Unarmored Optic Fiber Cable (ITUTG-652-D) and all the accessories required for installation as per latest TEC/BSNL [DetailedSpecification in Technical Document] Inspection RITES	Metre	13000	12.98	1,68,740	
56	13	C5	Supply of 6 Fiber Armored OFC Cable Single Mode OFC for laying over thePlatform Shed as per latest TEC/BSNL Specification. Inspection Consignee	Metre	300	27.12	8,136	
57	15	C5	Surge Protection Device for 6 LAN Networks. Inspection: Consignee	Numbers	15	2743.4	41,151	
58	16	C5	Supply of CAT 6 UTP Patch Cord-2 Mtrs Inspection: Consignee	Numbers	780	75.99	59,272	
59	19	C5	Supply of Switch Board Cable 50 Pair, 0.5mm annealed tinned copper as perspecification. Inspection: Consignee	Metre	1400	251.91	3,52,674	
60	20	C5	Supply of Switch Board Cable 25 Pair as per Specification. Inspection Consignee	Metre	1000	118	1,18,000	
61	21	C5	Supply of 10 Pair Annealed Tinned Copper Conductor PVC insulated Color Coded Twisted Pair Switchboard Telephone Cable PVC Sheathed with Nylon Ripped Conductor dia of size0.5mm (inspection clause RITES)	Metre	3200	38.06	1,21,792	
62	22	C5	Supply of STP CAT- 6 Cable compliant with latest EIA/TIA-568-C.2 Standard for CAT 6 Cable 305 Mtrs Roll /Bundle. [Detailed Specification in Technical Document] Inspection RITES	Metre	43895	33.2	14,57,314	

63	23	C5	Supply of PVC insulated armored 3 Core 2.5 Sqmm, 14 AWG, 1.1 KV Grade Outdoor Strengthen Copper for UPS Power Supply Distributions per BIS/ISI Standards and all accessories required for installation. [Detailed Specification in Technical Document] Confirming to IS:1554 Part-1. Inspection : RITES	Metre	1900	88.5	1,68,150	
64	24	C5	Blowing / Drawing of OFC 24F/12F/6F Power Cable and CAT Cable (including crimping) through PVC Conduit/Duct/DWC/GI Pipe already installed	Metre	24800	4.72	1,17,056	
65	1	C8	Supply of PVC Conduit Pipe Minimum 35 mm dia ISI Mark with suitable couplers, bends. And fixing on the wall/pole, clamping with all required accessories. [Detailed Specification in Technical Document] Inspection RITES	Metre	27200	32.38	8,80,736	
66	2	C8	Supply and fixing of PVC Trough/Trunking of 50X50 mm with cover of 2 mm thick 2meach. (This includes all materials, clamps etc required for laying, fixing and clamping). [Detailed Specification in Technical Document] Inspection Consignee	Metre	5000	369.1	18,45,500	
67	4	C8	Trenching & laying of HDPE Duct in Normal Soil and Blowing of OFC Cable. [Detailed Specification in Technical Document]	Metre	17800	172.66	30,73,348	
68	5	C8	Breaking of Pucca/Concrete Road, PF Cutting/Wall Cutting, Laying of OFC/Powercable/UTP etc, in Trenches and through all types of protection Viz HDPE/GI/RCC Pipes as the case may be. This includes restoration of the surface and stone paved.	Metre	2860	437.33	12,50,764	
69	7	C8	Supply of Non-Flammable, Anti Rodent DWC Pipes (OD/ID 90/76 mm minimum) as specification IS 16205 with T Joints, sockets/couplers at both ends as per requirements. Supply	Metre	150	118	17,700	

			of non-coupler for 6m of DWC pipe and couplers for 30mm of length free of cost. Inspection-RITES					
70	9	C8	Supply of 10 Way Krone Modules as per specification. Inspection Consignee	Numbers	100	147.5	14,750	
71	10	C8	Training of Staff as per RDSO/SPN/TC/ 99/2012 Rev.2 or Latest	Man-Week	15	23600	3,54,000	
72	11	C8	Training of Personnel over and above the On-Site Training, During the Installation, Maintenance and Supervision period as Detailed in the tender document. Defined in Man-Week i.e. One week training for one personnel or as desired by Railways	Man-Week	12	23600	2,83,200	
73	13	C8	Blowing / drawing of OFC 24F/12F/6F Power Cable and CAT Cable (including crimping) through Duct, DWC, PVC Conduit/Casing Capping, Trough already installed.		36495	4.72	1,72,256	
Total							12,71,01,757	

Annexure- II : Evaluation Process

- (i) All the bidders who fulfils the minimum eligibility conditions of this EOI shall be further evaluated on the price quoted and the selection of partner will be done on L1 (Lowest bid) basis.
- (ii) The evaluation shall be inclusive of quoted GST rates and bidder will be under obligation for quoting/charging correct rate of tax as prescribed under the respective Tax Laws. "GST rates as applicable, Vendor should furnish break up of GST rate" for items
- (iii) The bidders are required to quote as per the BoQ attached in the tender and upload the same.
- (iv) Blank or omitted items will be considered 'Nil' and treated as having Zero value. However, bidder is bound to provide all items as per the BoQ as per the terms and conditions of this EOI and SWR tender, without any extra cost to RailTel.
- (v) In the annexure – I the bidders are requested to quote above/below/ at par for the percentages for each of the line item. The offer will be considered for all the line items put together as a whole and not as per the individual item wise.
- (vi) Rates quoted against each schedule in above should be inclusive of basic rate, including GST, Freight, Insurance, all taxes and any other charges or cost quoted by the tenderer.
- (vii) The engineer – in – charge can change i.e. add or delete or modify the location/ station/ Quantity/ materials as per the Railway requirement during the execution of the work. Detailed Technical specification are given in the Tender document.
- (viii) The bidders are required to meet all eligibility criteria mentioned in this tender document and financial bids of eligible bidders will be opened.
- (ix) Non- conformities between Figures and Words: If there is a discrepancy between words and figures, the amount in words shall be prevail.
- (x) Priority, if any, for selection of Managed Service partner will be provided as per RailTel's Business Associates policy and Agreed terms of Empanelment LOI/Agreement.

Annexure-III : Bid Security Form

(To be submitted on the Firm Letter Head)

BID SECURITY (EMD) DECLARATION

I/We, M/s am/are aware that I/We have been exempted from submission of Bid Security/Earnest Money Deposit in lieu of this Bid Security Declaration. I/We understand and accept that if I/We withdraw my/our bid within bid validity period or if awarded the tender and on being called upon to submit the Performance Guarantee/Performance Security fail to submit the same within the stipulated time period mentioned in tender documents or on being called upon to sign the contract agreement fail to sign the same within stipulated period mentioned in tender documents, I/We i.e., the bidder shall be banned from submission of bids in any Works/Service Tender issued by RailTel Corporation of India Limited for a period of 12 months from the date of such banning.

Signature of the Bidder and stamp

Annexure IV: Format for COVERING LETTER

COVERING LETTER (To be on company letter head)

Eol Reference No:

Date:

To,

RailTel Corporation of India Ltd.
1-10-39, 6A, 6th floor, Gumidelli Towers
Begumpet Airport road, Opp.Shoppers Stop,
Begumpet – 500016

Dear Sir,

Sub: Participation in the Eol process

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

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

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

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

Authorized Signatory
Name & Designation

Annexure V : Format for Self Certificate & Undertaking

Self Certificate (To be on company letter head)

Eol Reference No:

Date:

To,

RailTel Corporation of India Ltd.
1-10-39, 6A, 6th floor, Gumidelli Towers
Begumpet Airport road, Opp.Shoppers Stop,
Begumpet – 500016

Dear Sir,

Sub: Self Certificate for Tender, Technical & other compliances

- 1) Having examined the various Technical specifications in the EOI, we hereby confirm that we meet all specification.
- 2) We _____ agree to abide by all the technical, commercial & financial conditions of the **SWR Tender No. SG/SWR /P/ /VSS /MPLS/EX/TCCS dated 14.10.2021** pertaining to the portion against which the we have quoted in this EOI on back to back basis. We understand and agree that RailTel shall release the payment to selected partner after the receipt of corresponding payment from end client SWR by RailTel. Further we understand that in case selected partner fails to execute assigned portion of work, then the same shall be executed by RailTel through third party or departmentally at the risk and cost of selected partner.
- 3) We agree to abide by all the technical, commercial & financial conditions of the **SWR Tender No. SG/SWR /P/ /VSS /MPLS/EX/TCCS dated 14.10.2021** pertaining to the portion against which the bidder has quoted in this EOI on back to back basis.
- 4) We hereby agree to comply with all OEM technical & Financial documentation including MAF, Technical certificates/others as per end to end requirement mentioned in the **SWR Tender No. SG/SWR /P/ /VSS /MPLS/EX/TCCS dated 14.10.2021** pertaining to the portion against which the bidder has quoted in this EOI . We are hereby enclosing the arrangement of OEMs against each of the BOQ item quoted as mentioned **SWR Tender No. SG/SWR /P/ /VSS /MPLS/EX/TCCS dated 14.10.2021** pertaining to the portion against which the bidder has quoted in this EOI .
- 5) We hereby undertake to work with RailTel as per SWR tender terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Eligibility Criteria as required in the SWR terms and conditions like technical certificates, OEM compliance documents.

Authorized Signatory
Name & Designation

Annexure-VI: For Undertaking for not Being Blacklisted/Debarred

<To be printed on Non-judicial stamp paper of INR 100/- and duly attested by notary public>

Undertaking for not Being Blacklisted/Debarred

To,

RailTel Corporation of India Ltd.
1-10-39, 6A, 6th floor, Gumidelli Towers
Begumpet Airport road, Opp.Shoppers Stop,
Begumpet – 500016

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

We, Company Name, having its registered office at Address

hereby declares that that the Company has not been blacklisted/debarred by any
Governmental/ Non-Governmental organization in India as on bid submission date.

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Bidder's Company Seal:

Annexure-VII: Undertaking for setting up the Local Office in India

<To be printed on the company letter head>

To,

RailTel Corporation of India Ltd.
1-10-39, 6A, 6th floor, Gumidelli Towers
Begumpet Airport road, Opp.Shoppers Stop,
Begumpet – 500016

Dear Sir,

Sub: Declaration for setting up a local office in Karnataka

I, **<Name>**, **<Designation>** authorized representative of **<Name of the Bidder>**, hereby solemnly confirm that the Company has registered office in **<Address>**. I hereby declare that we do not have local office in India. However, we agree to set up a local office in the state of ABCDEFXX in the event of being declared the successful bidder within 1 month from the Date of execution of the contract.

In the event of not setting up a local office within 1 month, RailTel Corporation of India Ltd. reserves the right to terminate the Contract without any compensation to the Company.

Thanking you,

Yours faithfully,

Sign of Authorized Signatory

Name and Designation of Authorized
Signatory

Company Seal

Place:

Date:

Annexure-VIII :

Annexure-VIII : Format for Self Certification regarding Local Content (LC) for Telecom Product, Services or Works

<To be printed on the company letter head>

Dt :

I -----S/o -----Resident of -----do hereby solemnly affirm and declare as under:

That I agree to abide by the terms and conditions of the Department of Promotion of Industry and Internal Trade (DPIIT), Government of India issued vide Notification No: P-45021/2/2017-PP (BE-II) dated 16-09-2020.

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertaketo produce relevant records before the procuring entity or any other authority so nominated by the Department of Promotion of Industry and Internal Trade (DPIIT), Government of India for the purpose of assessing the LC.

That in the event of the LC of the Telecom Product/Services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Department of Promotion of Industry and Internal Trade (DPIIT), Government of India and I will be liable as under clause 9 (f) of **Public Procurement (Preference to Make in India) Order 2020**.

I agree to maintain all information regarding my claim for LC in the Company's record and shall make this available for verification to any statutory authorities for minimum two years

1. Name and details of the Local supplier (Registered Office, Manufacturing unit location, nature of legal entity):
2. Date on which this certificate is issued:
3. Telecom Product/Services/Works for which the certificate is produced:
4. Procuring agency to whom the certificate is furnished:
5. Percentage of LC claimed:
6. Name and contact details of the unit of the manufacturer:
7. Total Bill of Material:

For and on behalf of ----- (Name of the firm/entity)

Authorized signatory to be duly signed by Board of directors

Name Designation and Contact Number of the bidder

Annexure-IX: Non-Disclosure Agreement (NDA) Format

CONFIDENTIAL AND MUTUAL NON- DISCLOSURE AGREEMENT

THIS AGREEMENT MADE ON THIS ____ DAY OF ____, 2020 AT

New Delhi

BETWEEN

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

AND

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

WHEREAS

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

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

1) Definition

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

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

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

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

(b) Both parties shall ensure that the said employee(s) and / or the said person(s) shall maintain confidentiality with regard to the disclosed Confidential Information, if any, and shall issue two suitable instructions and/or get two suitable written undertakings or agreements executed to binds its employees and/or the said person(s) to the same obligations of confidence and safeguarding as the parties hereto and to adhere to the confidentiality/ non disclosure terms contained in this Agreement.

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

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

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

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

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

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

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

- 7) Both parties further agree and undertake not to disclose the information marked "Confidential Information" of the other to their agents or contractors without prior written approval from the other and without having first obtained from each agent or contractor a separate written agreement or undertaking binding them to the same obligations of confidence and safeguarding.

- 8) The parties further recognize that it may be necessary or appropriate for COMPANY to disclose Confidential Information to other Group Companies not named herein. For this purpose, COMPANY guarantees the observance and proper performance of other Group Company to whom Confidential Information is disclosed as above, of the terms and conditions of this agreement .
- 9) Both parties further agree to indemnify and keep indemnified each other against all actual loss and damage which the Disclosing Party may suffer as a result of any breach of this agreement by the Recipient Party of the Confidential Information. Provided always that
 - a. the Disclosing Party shall forthwith give written notice to the recipient Party of the loss and damage; and
 - b. the Recipient Party shall be furnished with satisfactory documentary evidence of such actual loss and damage.
- 10) Both parties further agree that upon termination/ expiry of this Agreement or at any time during its currency, at the request of the Disclosing Party the Recipient Party shall promptly (and in any case, within 15 days of request), deliver to the Disclosing Party all copies of the Confidential Information in its possession or under its direct or indirect control or shall destroy all memoranda, notes and other writings prepared by the recipient party or its affiliates, Directors, officers, employees or advisors to the extent the same are based on the confidential information with a written statement to the effect that upon such return the Receiving Party has not knowingly retained in its possession or under its control, either directly or indirectly, any Information or copies of such (other than Confidential Information embedded in the Receiving Party's records).

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

- 11) Both parties acknowledge that the confidential information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties which afford them certain competitive and strategic advantage. Accordingly neither party will use the confidential information or strategies, plans, business activities, methods, process, information, and /or competitive and strategic advantage to the other.
12. Each party understands that the other party may currently or in the future be developing information internally, or receiving information from third parties that may be similar to the "confidential Information" Accordingly, nothing in this agreement will be construed as a representation or inference that either party will not develop products, or have products developed for it, or enter into joint ventures, alliances, or licensing arrangements that, without violation of this agreement, compete with the products or systems embodying the "confidential Information".

13. Except as specifically provided herein, disclosure of confidential information by either party pursuant hereto shall not be deemed to grant to the Recipient party, any rights, interest or property in such confidential information and accordingly both parties agree that they will not directly or indirectly claim or submit any application for grant of any patent, copyright, design right or other intellectual property Rights in, to or on the basis of the confidential information.
14. The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly notwithstanding anything contained in clause 18 hereof, the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach : provided , however, no specification in this confidentiality Agreement of a specific legal or equitable remedy shall be construed as a waiver or prohibition of any other legal or remedies in the event of a breach or threatened breach of this Agreement and the remedies specified herein shall be in addition to all other reliefs and remedies available to the parties under prevailing laws.
15. No failure or delay by either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement of any right, remedy or power preclude any single or partial exercise or enforcement thereof or the exercise or enforcement of any of any other right, remedy or power.
16. Each Party acknowledges that the other Party makes no representation or warranty as to the accuracy or completeness of any of the Information furnished by or on its behalf. Only those representations and warranties which are made in a final definitive agreement relating to the purpose of the disclosure of the Information will have legal effect.

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

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

The parties acknowledge that:

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

17. This agreement will be governed by the laws of India and jurisdiction shall be exclusively vested in the courts at New Delhi, India only.
18. If any matter arises between the parties about this agreement then the parties shall meet to discuss the matter and shall negotiate in good faith to endeavour to resolve the matter arising the matter however.
 - a. If any matter arising has not been resolved by the parties within thirty (30) days after the date the party raising the matter gave notice of it to the other party: then
 - b. the matter shall be submitted by either party to Arbitration. Arbitration shall be held in New Delhi, India. The arbitration shall be conducted as per the provisions of Indian Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof.
 - c. Each party to the dispute shall appoint one Arbitrator each and the two Arbitrators shall appoint the third or the presiding Arbitrator. The arbitration proceedings shall be conducted in the English language. The courts of law at New Delhi, India alone shall have the jurisdiction. The arbitration award shall be final and binding upon the parties and judgement may be entered thereon, upon the application of either party to a court having jurisdiction.
 - d. Each party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the parties unless the award otherwise provides.
19. This agreement shall not be assignable or transferable by either party without the written consent of the other party.
20. No license to a Party hereto, under any trademark, patent, copyright or any other intellectual property right, is either granted or implied by the conveying of Information to such party.
21. This agreement shall remain valid for a period of 3 (three) years from the date of execution of this Agreement which term may be extended by mutual consent in writing of both the parties. This agreement may be terminated by either party by giving 30 (thirty) days notice in writing to the other party without assigning any reason whatsoever. However, the obligations of each party hereunder shall survive the termination or earlier determination or expiry of this Agreement and shall continue and be binding upon the parties irrespective of whether the discussion between the parties materialize into a specific understanding/business relationship or not for a further period of 5 (five) years after termination / expiry of the Agreement.
22. All notices required by this Agreement shall be in writing, and shall be personally delivered, sent by registered post or by commercial courier, addressed as follows:

To Company: Mr/Ms _____

To RAILTEL:

Attn: Mr. J. S. Marwah

RailTel Corporation of India Limited,

Plat-A, 6th Floor, Office Block Tower-

2, East Kidwai Nagar, New Delhi-

110023

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

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

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

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

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

For

For **RailTel Corporation of India Ltd.**

Sign:

Sign:

Name:

Name: **J. S. Marwah**

Title:

Title: **JGM/ Law & CS**

Annexure – X

Sub-Work C: Past Performance details

Sr. No	Description	Details by the tenderer	Remarks, If any
1	Name of the Work		
2	Value of the work		
3	Letter of Award No and Date		
4	Original Period of completion		
5	Extended period of completion		
6	Portion of IP server-based IP- PBX /SIP exchanges done in above work		

Signature of the Bidder