

NOTICE OF INVITING EXPRESSION OF INTEREST

EOI NO. RCIL/SR/ERS/2024-25/EOI/03 DTD 24-05-2024

Expression of Interest (EOI) For

SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND MAINTENANCE OF COMPUTERS HARDWARE, SOFTWARE, NETWORKING, PERIPHERALS AND SERVICES OF THE VARIOUS UNITS OF MALABAR REGIONAL CO-OPERATIVE MILK PRODUCERS' UNION LIMITED UNDER UNION, GOK/GOI SCHEME.



Issued by:

RailTel Corporation of India Ltd
(A Mini Ratna PSU under Ministry of Railways)
Kerala Territory Southern Region
1st Floor Eastern Entry Tower,
Ernakulam Junction Railway Station,
Ernakulam - 682016

Disclaimer

RailTel Corporation of India Ltd. (herein after called the RailTel) has prepared this Expression of Interest (EOI) document solely to assist prospective bidders in making their decision of whether bid or not to bid.

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

EOI NOTICE

RailTel Corporation of India
Kerala Territory Office
1st Floor, Eastern Entry Tower
Ernakulam South Railway Station,
Ernakulam – 682016

EOI NO. RCIL/SR/ERS/2024-25/EOI/03 DTD 24-05-2024

RailTel Corporation of India Ltd., (here after referred to as “RailTel”) invites EOIs for Selection of Partner for “Supply, Installation, Testing, Commissioning and Maintenance of Computers Hardware, Software, Networking, Peripherals and Services of the Various Units Of Malabar Regional Co-Operative Milk Producers’ Union Limited Under Union, GOK/GOI Scheme”, from RailTel Empanelled Business Associates for exclusive TEAMING ARRANGEMENT .

DETAILS OF SCHEDULE IMPORTANT DATES & EVENTS FOR COMPLIANCE

Closing date for Submission of e-Bids	28-05-2024 at 15.30 hours
Date of opening of E-Bids	28-05-2024 at 16.00 hours
Earnest Money Deposit (EMD)	Rs. 1,00,000/-
Cost of Eoi Document	Nil
e-Eoi portal for Submission of Bids	https://railtel.eNivida.com
Place of Opening of Eoi	RailTel Corporation of India limited (A Govt. of India Undertaking under Ministry of Railways) Kerala Territory Office, First Floor, East Entry Tower, Ernakulam Junction Railway Station, Ernakulam-682016
Bid Validity Period	150 days

Note: RailTel reserves the right to change the above dates at its discretion. Bids received after due date and time will be summarily rejected.

Eoi Notice and link for Eoi Document are available on RailTel’s website and e-Eoi portal at <https://railtel.eNivida.com> for download. For online bid submission the bidder will have to necessarily download an official online copy of the Eoi documents from e-Nivida Portal. All future Information viz. corrigendum/addendum/ amendments etc. for this Eoi shall be posted on the RailTel’s website and e-Eoi Portal only. Printed copy of Eoi document will not be sold from RailTel office. Bid will be submitted online on e-Nivida Portal only.

Sd/- (JGM/TERRITORYMANAGER)

RailTel/Kerala Territory/Ernakulam

Earnest Money Deposit (EMD)

- 1) EMD payable: Rs. 1,00,000 /- at the time of submission of EOI in the form of RTGS only
- 2) Remaining amount of EMD : Remaining EMD if any to be submitted by the selected BA in the form of Bank Guarantee/Online Bank Transfer/Fixed Deposit immediately within 24 hrs on advice from RailTel before the submission of the bid to MILMA.
- 3) Validity of the EMD: The EMD shall be valid till the finalization of end customer RFP/Tender i.e award of order and till submission of Performance Guarantee of requisite value with due regards to the validity of the offer.

Bids without EMD will be summarily rejected

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

RailTel Bank Details for Submission of EMD / PBG :

Union Bank of India , Account no. 32730100373007 , IFSC Code: UBIN0805050.

Demand Draft shall be submitted in favor of RailTel Corporation of India Limited payable at Secunderabad. EMD will be forfeited in case of non-submission of remaining EMD and PBG in time. EMD of unsuccessful Bidders will be refunded by Railtel on finalizing the EOI.

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

Contact Details for this EOI:

Level: 1 Contact: Shri. Anish Rehman, Senior Manager /Marketing/Ernakulam Email: arehman@railtelindia.com Contact: +91-9704659404

Level: 2 Contact: Shri. M. Pazhanivelan, Jt. General Manager/Ernakulam Email: pazhani@railtelindia.com Contact: +91-9003144207

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Note to Bidders :

1. The response to EOI is invited from Eligible Empanelled Partners of RailTel only.
2. All the document must be submitted with proper indexing and page nos.
3. This is an exclusive pre-RFP partnership arrangement with empanelled business associate of RailTel for participating in the end customer RFP. Selected partner's authorized signatory has to give an undertaking that they will not submit directly or indirectly their bids and techno- commercial solution/association with any other Organization once selected through this EOI for pre- bid teaming arrangement (before and after submission of bid to prospective customer Organization by RailTel). This undertaking has to be given with this EOI Response.
4. Transfer and Sub-letting: The Business Associate has no right to give, bargain, sell, assign or sublet or otherwise dispose-off the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
5. Bidder has to agree to comply with all OEM technical & financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP as applicable and further issued corrigendum's as mentioned below:

End customer Tender Ref.No.	MRU/MIS_S/83/2024/2
Tender ID	2024_KCMMF_672124
Date of floating	09-05-2024, 09.00 hrs
Closing time & date	31-05-2024, 17.00 hrs.
Floated on portal	09-05-2024, 09.00 hrs

6. Bidder also undertake to submit MAF of major items of the proposed solution and other documents required in the end Customer Organization's tender in favor of RailTel against the proposed products. The selected BA has to provide MAF from the OEM in the name of RailTel for bidding in the concerned tender of MILMA, if their proposed solution is quoted to the customer as applicable and required.
7. The selected bidder will have to accept all Terms & Conditions of MILMA RFP on back-to- back basis, wherever applicable.
8. Any corrigendum(s) issued by MILMA against pertinent tender/RFP shall be the part and scope of this EOI document on back-to-back basis and the BA's shall be on the lookout of corrigendum's issued from time to time by RCIL & MILMA, in the interest of their own Bid.
9. No exemption/relaxation is applicable to MSME/Start-up.
10. Only, the eligibility clause/criteria and marks scoring criteria for SI/BA (Prospective BA/SI) as mentioned in MILMA's RFP is not applicable on the Bidder/BA applying against this EOI. Rest all Terms & Conditions of RFP floated for pertinent tender will be complied by SI/BA/Bidders.
11. However, OEM considered by SI/BA for this project have to mandatorily comply all the eligibility & technical criteria/compliance on back-to-back basis in line with end customer RFP and corrigendum(s) issued thereof.
12. Please refer MILMA RFP Payment terms as this will remain applicable on back-to-back basis on Successful bidders. Payment shall be made only after actual receipt of payment from MILMA on submission of required documents.
13. Bidder may check the price/commercial bid as per BOQ and match the same with FORMATS FOR SUBMISSION OF THE COMMERCIAL BID of MILMA RFP and if found any discrepancy, maybe brought to the notice of RCIL immediately and may modify their financial bid format as per MILMA RFP financial bid document.
14. This is a customer centric bid on back-to-back basis and therefore the benefits of MSME shall not be applicable on this EOI & Work Order.

1. About RailTel (Please visit railtelindia.com for more insight)

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

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

The main Project of RailTel/ERS Territory on hand are KFON, KSWAN, Wi-Fi service at Kerala Govt. Secretariat ,E health Mission ,IOCL VSS Project etc.

2. Background of EOI

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

In this context, RailTel intends to participate in response to the RFP floated by MILMA, as above (hereafter referred to as ‘MILMA’) and accordingly seeks to select a suitable partner for pre-bid arrangement through this Eoi for the work of “Supply, Installation, Testing, Commissioning and maintenance of Computers Hardware, Software,Networking, Peripherals and services of the various Units of Malabar Regional Co-operative Milk Producers’Union Limited under Union, GOK/GOI Scheme.”

Bidder has to agree to comply with all OEM technical & financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP. Bidder also shall undertake to submit MAF of major items of the proposed solution and other documents required in the end Customer Organization tender in favor of RailTel against the proposed products. The selected BA has to provide MAF from the OEM in the name of RailTel for bidding in the concerned tender of MILMA, if their proposed solution is quoted to the customer, wherever applicable.

The details of tender are as below:

Tender Title Supply, Installation, Testing, Commissioning and maintenance of Computers Hardware, Software, Networking, Peripherals and services of the various Units of Malabar Regional Co-operative Milk Producers' Union Limited under Union, GOK/GOI Scheme."

Ref. No.: MRU/MIS_S/83/2024/2 dated 09-05-2024; latest amendment/ Corrigendum / clarifications. Floated on: MALABAR REGIONAL CO-OPERATIVE MILK PRODUCERS UNION LTD E tenders portal (<https://etenders.kerala.gov.in>)

Method of Quoting

System Integrator (SI)/BA shall quote for OEM/ make and model for each item description, subject to the confirmation of the given specification equivalence. The make and model shall be clearly mentioned in the proposal. However the subsistence/subcomponents offered shall be compatible with inter-operability to the main system, if different makes/models offered. Deviation to be this will not be accepted/shall be summarily rejected, Wherever applicable.

3. Scope of Work & Partner Selection

The scope of work will be as mentioned in the pertinent end Customer organization RFP/Tender for "Supply, Installation, Testing, Commissioning and maintenance of Computers Hardware, Software, Networking, Peripherals and services of the various Units of Malabar Regional Co-operative Milk Producers' Union Limited under Union, GOK/GOI Scheme." Vid e Ref No:

MRU/MIS_S/83/2024/2 dated 09-05-2024 on the website <https://etenders.kerala.gov.in/> with all latest amendment/Corrigendum/ clarifications

All materials that propose to use with the work shall be approved by the Employer / Engineer-in-charge. The scope of work is subject to addition / deletion by the Employer

The following is the broad scope of work however, this list is only indicate and not exhaustive , rather to serve as broad guidelines only. The RFP of the tenderer as enclosed is taken into cognizance for submitting EOI as per MILMA Tender MRU/MIS_S/83/2024/2 dated 09-05-2024.on the website <https://etenders.kerala.gov.in/> with all latest amendment/Corrigendum/ clarifications.

The scope of work includes

Scope of the tender shall include supply, installation, testing, commissioning and maintenance of all components and materials as detailed in the technical particulars under single source of responsibility (including warranty period) with continued Annual Maintenance Contract (AMC) after expiry of warranty. The tenderer shall quote the rates for Annual Maintenance Contract (AMC) after the expiry of warranty period separately (in Price BOQ1). The successful tenderer shall be bound to provide the AMC at the quoted rates after the warranty period.

All accessories necessary for the commissioning, operation and maintenance of all components and materials as detailed in the technical particulars, in various Units of the Malabar Regional Cooperative Milk Producers Union Ltd., at different locations in Malabar region, are also deemed to

be included in the scope of supply, installation, testing, commissioning and maintenance of all components and materials as detailed in the technical particulars without any additional cost to the Malabar Regional Co- operative Milk Producers Union Ltd.

Maintenance Liability

Annual Maintenance Contract (AMC): - Rates (annual) for the AMC after the expiry or warranty period shall be quoted in the BOQ1 / Price bid. This will be considered as a part of the tender. Tenders quoted without the maintenance charges are liable to be summarily rejected. The tenderer should clearly indicate yearly AMC charges 1st, 2nd, 3rd year separately in the BOQ1 for the hardware items. AMC shall include the deployment of necessary manpower and inventory for the maintenance of the system as above.

3.1 ON SITE WARANTEE

The onsite warrantee will be applicable for the equipment's and service for three years from the date of Signing off the completion of the project by MILMA .The warranty shall continue to be in force even if the location of equipment is changed.

3.2 Warrant Support

This shall be applicable as per RFP/Tender terms and conditions. Warranty period is applicable from the date of insulation and not from the date of supply.

3.3 Quality of Service, Service Level Agreement and penalty

This shall be applicable as on the Milma tender as per the conditions of the tender of the end use.

3.4 Purpose of EOI

Detailed as above

3.5 Solution provider/BA need to manage the hardware, software and oversee the overall functioning of the organization's network infrastructure, including planning, design, implementation, and maintenance with failure free environment and without any downtime in operations of MILMA. SLA shall be applied as per MILMA's tender document and corrigendum released, if any on back- to-back basis

3.6 Bidder may submit their response in the prescribed form of duly signed and stamped for techno-commercial bid through Online mode via <https://railtel.eNivida.com>, with in the stipulated date and time, as mentioned in this EOI document.

The Bidder shall accompany necessary documents as prescribed in the EoI.

3.7. Partners may note that this is a single stage, single Packet Bid Interested

3.8. Only those bids shall be opened, which have been submitted within the stipulated time as mentioned in this EOI document with required credentials and EMD.

3.9. Technical Bid contains following :-

i. Eligibility Criteria

SL.NO	Type	Description	Document Required
1	Existence/ Origin	The company must be registered in India.	Certificate of Incorporation
2	General	The company must have: i. Valid PAN card.	i. Copy of PAN Card.

		II. Been registered with GST. III. has paid ITR for last 3 financial year ending 31 st March 2024.	Copy GST registration certificate. Copy of ITR filed.
3	General	The company should not be blacklisted by any Government institution/ Government PSU	Self-declaration, in case this is discovered to be otherwise, the bidder will be declared ineligible at any stage of the tender.
4	Turnover	The bidder must have total annual turnover at least Rs. 5 Crores in the last five financial year ending 31st March 2024	Audited Balance Sheet & CA certificate
5	Net Worth	The bidder must have positive net worth in last 5 FY's ending 31 st March 2024.	Audited Balance Sheet & CA certificate
6	Experience	One similar work in single contract valuing more than Rs 2.64 Crores. Two similar work in single contract valuing more than Rs 1.76 Crores. Three similar work in single contract valuing more than Rs 1.32 Crores.	Order & completion Certificate issued by customer /PO issuing authority. If a project is ongoing, a certificate to that effect
7	Empanelment	Bidder must be empaneled with RailTel as Business associate.	Copy of Empanelment letter, Empanelment PBG submitted, if any

i. Scope of work will be Supply, Installation, Testing, Commissioning and maintenance of Computers Hardware, Software, Networking, Peripherals and services of the various Units of Malabar Regional Co-operative Milk Producers' union Limited.

ii. The Technical Compliance of the Scope of Work. However, format may be modified by bidder as per their choice, but item must be marked with OEM/Vendors Name, MAF provided or not and Data Sheet attached, wherever applicable.

iii. The Technical Compliance sheet provided with Hard Copy of Technical Specs and products/services/processes/protocols, wherever applicable.

iv. Price quote in the attached format (Annexure 8).

v. Compliance of OEM/Vendors with their MAF's and all mandatory documents asked by MILMA from OEM/Vendors.

vi. Unconditional Acceptance of contents the Tender document of MILMA and any Other/General Document of MILMA Tender RFP along with corrigendum and addendum.

vii. Acceptance Letter of EoI

viii. Annexure Formats as mentioned in this EOI.

ix. All documents mentioned in checklist and annexures of this EOI.

x. The BA Shall undertake Warranty, Maintenance contract for a minimum period as per MILMA. Undertaking in this regard is to be submitted along with the technical bid.

- xi. Contract Period Undertaking – As per pertinent tender floated by MILMA. Supply, Installation, Testing, Commissioning and maintenance of Computers Hardware, Software, Networking, Peripherals and services of the various Units of Malabar Regional Co-operative Milk Producers' for 5 years from the date of issue of Work Order and subjected to the fulfillment of SLA conditions referred above.
- xii. The bid should be duly signed and submitted by Authorized Signatory. The bidder has to submit notarized of non-judicial stamp paper of appropriate value Power of Attorney having authorized signatory's nomination along with board resolution in favour of power of attorney.
- xiii. The bidder has to mandatorily submit notarized Annexure-11 on non- judicial stamp paper of requisite value of Rs. 200, else bid shall be summarily rejected.
- 3.10. Prospective bidder's bid evaluation will be done based on above mentioned documents. Bids of those Bidders who submit Technical Documents without OEM/Vendor Name, Make and Model, technical Compliance, and unconditional acceptance of the MILMA hard Copies, will be summarily rejected
- 3.11. Based on evaluation of outcome against 3.9, whoever may qualify as per 3.9.i and further complying technical requirement with supporting documents of OEM/Vendor MAF, datasheets, BOQ/BOM (wherever applicable) may be treated as technically qualified partner for Stage-1.
- 3.12. Bidders selected as per Para 3.11 above will be treated as eligible for financial bid opening

3.13 Financial Bid:

The Annexure 8 of for financial quote to be submitted for evaluation

3.14 Selection of Bidder: as per outcome of Clause 3.9 above

The bidder will be selected on the **lowest quote (L-1)** basis for complete 'Scope of Work' as

mentioned in the EOI document and Physical documents of technical specifications of MILMA, subject to the respective overall bid is in compliance to the requirements of this EOI. The partner selected will be termed as 'Commercially Suitable Partner (hereafter referred to as 'CSP')'. It is ascertained, that the final selection of CSP will be on the L-1 basis only. Further, RailTel reserves the right to have negotiation with the CSP if required. However RailTel reserves the right to select any Bidder irrespective of the ranking in the Bid list without assigning any reasons.

3.15 The partner selected through this EOI shall be deemed to be responsible for delivering of complete 'Scope of Work' as mentioned in the MILMA's tender document and subsequent corrigendum. However, RailTel at its discern, may take- up a certain portion / percentage of 'Scope of Work' by communicating to the CSP at any point of time during the engagement period. (The day at which 'CSP' is declared, will mark the start of engagement period. The period will be valid till final outcome of this tender as announced by MILMA. In case, RailTel comes out to be winner of the MILMA tender, then the engagement period will get auto-extended to the period RailTel serves MILMA for the concerned tender, unless terminated earlier by RailTel as per terms and conditions mentioned in this EOI document). In this scenario, commercial engagement with the CSP will be for that portion / percentage only, which has not been taken by RailTel. Accordingly, resultant value of work will be derived on the basis of negotiated (in case) commercial bid of the CSP.

3.16 RailTel on the basis of inputs / factors available to it from various resources, past experiences of its ICT projects and on the basis of negotiated (in case) commercial bid of the CSP, will endeavor to place best techno-commercial bid in response to the pertinent MILMA's tender. Further relationship with CSP will be based on the outcome pertinent MILMA's tender.

4 General Requirements and Eligibility Criteria for Bidders

- 4.1. The interested bidder should be an Empanelled Partner with RailTel on the last date of bid submission of EOI & has to provide relevant documents to qualify as per relevant Clause of this EOI.
- 4.2. The interested bidder should submit Earnest Money Deposit (EMD) if applicable, in the format as mentioned in this EOI document along with the bid.
- 4.3. The interested bidder should be in compliance to insertion of Rule 144(xi) in the GFR, 2017 vide office OM no. 6/18/2019-PPD dated 23-July-2020 issued by Ministry of Finance, Government of India, including revisions.
- 4.4. The interested bidder should submit an undertaking for maintaining of 'Local Content Compliance' and shall submit a certificate mentioning the 'Local Content Percentage' duly signed and stamped by statutory auditor or cost auditor or authorized signatory of the interested partner. This will not be a binding clause in cases where end customer has not asked Local Content Clause/Make in India Clause in their Current RFP.
The bidder has to mandatorily provide all Annexures of this EOI and corrigendum(s) thereof.
- 4.6. The interested bidder should not be backlisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body on the last date of submission of EOI.
- 4.7. There should not be any ongoing or past, arbitration case(s) between 'RailTel or Organizations under Indian Railways' and 'Interested Bidder' on the last date of submission of EOI.
- 4.8. The interested bidder shall not have a conflict of interest with one or more bidding parties.
Participation of interested bidder(s) with a conflict-of-interest situation will result in the disqualification of all bids in which it is involved. A bidder may be in a conflict of interest with one or more parties if including but not limited to:
 - a. Have controlling shareholders as his/her family members viz. spouse, son, daughter, father, mother or brother etc. in common or;
 - b. Have a relationship with each other directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another interested partner.
- 4.9. The interested bidder should not be seeking/extending/exploring similar arrangements /engagements with any other organization except RailTel, for the MILMA tender.
- 4.10. The interested partner should have a valid Goods and Service Tax Identification Number (GSTIN), as on the last date of submission of EOI.
- 4.11. In addition to above clauses, bid of interested bidder should be in compliance to terms and conditions and technical requirements of the pertinent MILMA tender as referred above.

Note: The interested bidder should submit duly signed and stamped EOI cover letter as per the format mentioned at Annexure-02 of this EOI document, as unconditional submission of meeting the clauses mentioned above, from Clause 4.1. to Clause 4.11

5. Resources to be Deployed

- i. The bidder shall carry out all necessary activities during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.
- ii. Adequate training, required to carry out the activities mentioned in the scope of work above, shall be provided by Bidder to all deployed resources.
- iii. Boarding, lodging, transportation, and all other expenses of the deployed resources are to be borne by bidder,
- iv. The Authority shall be at liberty to object to and require the bidder to remove from the works any person who in his opinion misconducts himself or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Authority to be undesirable. Such person shall not be employed again at works site without the written permission of the Authority and the persons so removed shall be replaced within a week's time by competent substitutes.

- v. The Authority has agreement with the bidder only, it is the responsibility of the bidder to ensure all due diligence is carried out for background verification of resources deployed. And in any case, the Authority will not be responsible for the violation of due diligence or offence committed by the bidder or any of its resources.

6 Proposal Preparation and Submission Cost

- 6.1. The interested partner is responsible for all costs incurred in connection with participation in this EOI process, including, but not limited to, cost incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by RailTel to facilitate the evaluation process or all such activities related to the bid process. RailTel will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. This EOI document does not commit to award a contract or to engage in negotiations.

7 Amendment to EOI Document

- 7.1. At any time prior to the deadline for submission of bids, RailTel, may, for any reason can modify the EOI document by an amendment. All the amendments made in the document would be informed by displaying on RailTel's (www.railtelindia.com) website only. The interested bidders are advised to visit the RailTel website on regular basis for checking necessary updates. RailTel also reserves the rights to amend the dates mentioned in this EOI for bid process. RailTel may, at its discretion, extend the last date for receipt of EOI response Individual advices in this connection is not treated as mandatory.

8 Bid, PBG and SD Validity Period

- 8.1. Bid of Interested partners shall remain valid for the period of 150 days from the date of opening the price bid.
- 8.2. RailTel may request for an extension of the period of validity. The validity of the 'EMD', should also be suitably extended if called upon to do so by RailTel. The request and the responses thereto shall be made in writing through e-mail communication only. Further, whenever the bid validity extension is submitted by the interested partner, it should be ensured by interested partner that their PBG (Performance bank Guarantee) and Security Deposit (SD) related to the empanelment should have minimum validity of 120 days from the last date of extended completion period.

9 Right to Terminate the Process

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

10 Language of Bid

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

English, translation of the same in English language is to be duly attested by the Authorised Signatory of the interested partner.

11 Submission of Bid and monitoring the Corrigendum to the EOI,

- 11.1. The Bidder should take into account any Corrigendum to this EOI document that may have been published before submitting their EOI response. The bid is to be submitted in the mode as mentioned in this EOI document. EOI response submitted in any other mode will not be entertained.
- 11.2. Bidders in their own interest are advised to submit the EOI response well in time before the last date and hence to avoid any inconvenience at the last moment.
- 11.3. An Organization / Bidder can submit only 'One EOI Response'. Submission of multiple EOI Response by bidder(s) may lead to rejection of all of its bid.
- 11.4 Submission of Bids only through online process is mandatory for this EOI. E-EOI is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-EOI mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic EOI, RailTel has decided to use the portal <https://railtel.eNivida.com>.
- 11.5. Bidders are advised to visit the E-Nivida Portal for details related to E-EOI i.e., Registration, FAQ, Helpdesk, Learning Center etc.

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

- 12.5. RailTel reserves the right to accept or reject any EOI Response, and to annul the bidding process and reject all Bids at any time prior to award of the Contract, without thereby incurring any liability to the affected interested bidder(s), or any obligation to inform the affected Bidders of the ground for RailTel's action.

13. Payment Terms

Back-to-back basis as per MILMA RFP No. MRU/MIS_S/83/2024/2 dated 09-05-2024 and as per Payment terms below:

1. The payment cycle for the Successful Bidder would start from the date of signing of contract or deployment of resources whichever is later. The payment to be made to the Successful Bidder shall be subject to the SLAs (Service Level Agreements) to be signed by the bidder post issuance of work order.
2. **Payment against Supply** : 70% of the invoice value against the item supplied will be paid within 15 days on receipt of the items
3. **Payment against Installation** : 20% of the invoice value will be released after completion of installation and submission
4. **Payment against Testing and commissioning**: 10% of the invoice value will be released after testing and commissioning.
5. The RCIL shall scrutinize and certify the bill to be submitted for payment to MILMA within 30 days of submission of the correct bill by the BA.

However, detailed measurements shall be jointly recorded by the contractor in the presence of the representative of the Engineer in charge for reconciliation of quantities and records. Payment towards all interim bills shall be made by RCIL through direct beneficiary transfer mechanism to the designated Bank / Treasury account of the BA on the bills certified and forwarded by the authorized as per RCIL practice.

6. The payment cycle for the Successful Bidder would start from the date of signing of contract or deployment of resources whichever is later. The payment to be made to the Successful Bidder shall be subject to the SLAs (Service Level Agreements) to be signed by the bidder post issuance of work order.

7. The RCIL shall scrutinize and certify the bill to be submitted for payment to MILMA on receipt of the same for BA in proper order.

However, detailed measurements shall be jointly recorded by the contractor in the presence of the representative of the Engineer in charge for reconciliation of quantities and records. Payment towards all interim bills shall be made by RCIL through direct beneficiary transfer mechanism to the designated Bank of the BA on the bills certified and forwarded by the authorized as per RCIL practice.

13.1. Payment will be processed after receiving the GST invoice for the work / services and after RailTel has received the necessary payment based on certification and acceptance from MILMA for the same work / services. Any deduction /Penalties levied by MILMA will be carried back-to-back and will be deducted from SI/BA/CSP's invoices/Subject to the cause to deduction / penalty is due to deviation in terms and conditions of service standards by the CSP.

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

- Valid Tax Invoice (in Triplicate, where supply is Involved)
- Delivery Challan and e way bill
- Factory Test Report
- QA& COQ inspection certificate duly signed by OEM.
- FAT Inspection Certificate or Approval of waiver for the same.
- Packaging List
- Purchaser's Inspection certificate
- Consignee receipt
- Warranty certificate of OEM
- Insurance certificate
- A certificate duly signed by the firm certifying that equipment/ materials being delivered are new and conform to technical specification.
- A certificate duly signed by the firm certifying that the equipment/ materials being delivered are complete in all respect for the concerned items for which the payment is being released.

All payments shall be released after sign-off by the MILMA.

14. VALUATION AND PAYMENT

Records and measurement

Methods of Measurement:

Except where any general or detailed description of the work in Quantities expressly shows to the contrary, Schedule of quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the Schedule of Rates/Specification notwithstanding any provision in the relevant Standard Method of Measurement or any general or local

custom. In the case of items which are not covered by the Schedule of Rates/Specification, measurements shall be taken in accordance with the relevant Standard Method of Measurement issued by the Bureau of Indian Standards.

Payment on Account:

Interim bills shall be submitted by the Contractor for on account of payment. The Engineer-in-Charge shall then arrange to have the bill verified by taking or causing to be taken where necessary, the requisite measurements of the work.

Payment on account for amount admissible shall be made on the Engineer-in-Charge certifying the sum to which the Contractor is considered entitled by way of interim payment for the following.

Income Tax Recovery

Before releasing payment to the Contractor, income tax recovery shall be made from the Contractor's bill at the rate as applicable during that time. For payment towards advances, no income tax recovery shall be made and advances shall be recovered as per terms and conditions.

Overpayments and Underpayments:

Wherever any claim for the payment of a sum of money to RCIL/MILMA arises out of or under this contract against the Contractor the same may be deducted by RCIL/MILMA from any sum then due or which at any time thereafter may become due to the Contractor under this contract and failing that under any other contract with RCIL/MILMA or from any other sum due to the Contractor from RCIL/MILMA which may be available with RCIL/MILMA or from his security deposit; or he shall pay the claim on demand.

RCIL/MILMA reserve the right to carry out post-payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc., RCIL/MILMA further reserve the right to enforce recovery of any over-payment when detected notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under condition 57 of this Contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.

If as a result of such audit and technical examination of any overpayment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the contract, it shall be recovered by RCIL/MILMA from the Contractor by any or all of the methods prescribed above or if any underpayment is discovered the amount shall be duly paid to the Contractor by MILMA/ RCIL. Provided that the aforesaid right of RCIL/MILMA to adjust overpayments against amount due to the Contractor under any other Contract with RCIL/MILMA shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the Contractor.

Any amount due to the Contractor under this Contract for underpayment may be adjusted against any amount then due to which may at any time thereafter become due before payment is made to the Contractor, from him to RCIL/MMILMA on any other Contract or account whatsoever.

15. ARBITRATION AND LAWS

Arbitration

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim right,

matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions to otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the Arbitrator appointed as per the provision of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the appointing authority for arbitrator as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

Case where the amount of the claim in dispute is Rs.50,000 (Rupees fifty thousand) and above, the arbitrator shall give reasons for the award.

Subject as aforesaid the provision of the Arbitration Act, 1996, or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party invoking arbitration shall specify the dispute or dispute to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.

The work under the Contract shall, continue during the arbitration proceedings and no payment due or payable to the Contracts shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.

The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

The award of the arbitrator shall be final, conclusive and binding all parties to this contract.

All further disputes which may arise under this contract will have to be filed before the Principal Sub Court Ernakulam, where the head quarter of the RCIL/CIAL is located.

This contract shall be governed by the Indian Law's for the time being in force.

16. Performance Bank Guarantee (PBG)

- 1) Value of Performance C: The performance guarantee will be equivalent to 5% of the total accepted value of the work awarded to the BA
- 2) Submission: This can be submitted in the form of Bank Guarantee/Online Bank Transfer/Fixed Deposit of Nationalized bank/Scheduled /Govt treasury
- 3) Validity: The Performance Guarantee shall be valid/extended for a period of 120 days in addition to the successful completion period of the work in total.
- 4) The conditions of PBG on back to back basis as per MILMA RFP

The PBG shall be discharged / returned by RailTel upon being satisfied that there has been due performance of the obligations of the CSP under the contract. However, no interest shall be payable on the PBG. In the event, CSP being unable to service the contract for whatsoever reason, RailTel

would invoke the PBG at its discern. Notwithstanding and without prejudice to any rights whatsoever of RailTel under the contract in the matter, the proceeds of the PBG shall be payable to RailTel as compensation for any loss resulting from the CSP's failure to complete its obligations under the contract. RailTel shall notify the CSP in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the CSP is in default. **The NON submission of Performance Guarantee within the prescribed period will attract penalty and thereafter the Termination of the contract as per the GCCA**

14.5. RailTel shall also be entitled to make recoveries from the CSP's bills, PBG or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

14.6. If the service period / contract value undergo variation PBG also shall be varied accordingly

14.7. During the contract period, RailTel may issue Purchase Order(s) for the additional services ordered by MILMA (in case) to RailTel. In such scenario(s) also, Clause No. 13.1. to Clause No. 13.4. are to be followed by the CSP.

14.8. In case the MILMA has sought PBG of the contract in the terms of Indemnity Bond from RailTel, the selected bidder has to provide the equivalent value PBG from scheduled Bank to RailTel. No Indemnity Bond from Selected Bidder will be accepted in lieu of PBG from Scheduled Bank.

14.7. In case MILMA has sought any other types of PBG, at present or in future or else Integrity Pact PBG (presently or in future), same remain applicable on selected Bidder. The Said PBG will be issued by Selected Bidder from Scheduled Bank favouring RailTel Corporation of India Limited. No Indemnity Bond in lieu of such PBG will be accepted by RailTel.

14.8 Integrity pact in the format if any, as per MILMA to be provided by the Bidder.

17. Security Deposit

The security deposit shall be 5 % of contract value, the EMD amount will be adjusted towards the security deposit and 10% of each bill would be deducted as security deposit till it reaches 10% of the total project cost. This amount would be released only after the completion of the warranty and AMC period. The same may be released against an equivalent unconditional, irrevocable bank guarantee valid up to 90 days after the end of the AMC period. But releasing of security deposit against bank guarantee would be the sole discretion of MILMA/ RCIL.

18. Details of Commercial Bid / Financial Bid

18.1. Partner should submit commercial bid strictly as per the format mentioned by MILMA or in subsequent corrigendum's (if any).

18.2. The commercial bid should clearly bring out the cost of the services with detailed break-up of taxes.

18.3. The rates mentioned in the commercial bid of the CSP will form basis of commercial transaction between RailTel and bidder.

18.4. The quantity of 'Line Items' may vary at the time of placing of Purchase Order or during the Contract Period, as communicated by MILMA (in case) to RailTel. In such scenarios, the 'Per Unit' cost will be considered to arrive on contractual amount between RailTel and CSP.

18.5. It is also possible that MILMA may surrender / increase, some or all of the quantities of service items ordered to RailTel during the contract period and accordingly the contractual amount between RailTel and CSP shall be considered, at sole discern of RailTel.

18.6. It is also possible that during the contract period, MILMA may raise Purchase Order to RailTel for the line items (and respective quantities) which are not mentioned in the pertinent tender

of MILMA. In such scenario, RailTel at its sole discretion, may extend the scope of the contract with CSP by placing order to MILMA, on back-to-back basis.

- 18.7. In addition to the Payment Terms, all other Contractual Terms will also be on 'back-to-back' basis between RailTel and CSP, as mentioned in the pertinent MILMA's tender. MAF (Manufacturer's Authorization Form) in the name of RailTel and another MAF in Bidders Name (separately with reference to this EOI) from the OEMs, whose product is mentioned in commercial bid format, should also be ensured by the partner. The MAF format and required content should be in-line with MILMA's tender, if specifically asked by MILMA in a particular format.

19. Delivery Period

The materials shall be supplied, installed and commissioned as per the conditions of the contract. The supply, installation and commissioning of all the equipment shall be completed within 3 months from the date of the supply order.

20. Restrictions on 'Transfer of Agreement'

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

21. Suspension, Revocation or Termination of Contract / Agreement

21.1. RailTel reserves the right to suspend the operation of the contract / agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities, in such a situation, RailTel shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the contract / agreement will not be a cause or ground for extension of the period of the contract / agreement and suspension period will be taken as period spent. During this period, no charges for the use of the facility of the CSP shall be payable by RailTel.

21.2. RailTel may, without prejudice to any other remedy available for the breach of any conditions of agreements, by a written notice as per GCCA of contract or as per MILMA tender condition whichever is issued to the CSP. RailTel shall terminate/or suspend the contract / agreement under any of the following circumstances:

- a) The CSP failing to perform any obligation(s) under the contract / agreement.
- b) The CSP failing to rectify, within the time prescribed, any defect as may be pointed out by RailTel.
- c) Non adherence to Service Level Agreements (SLA) which RailTel has committed to MILMA
- d) The CSP going into liquidation or ordered to be wound up by competent authority
- e) If the CSP is wound up or goes into liquidation, it shall immediately (and not more than three days) inform about occurrence of such event to RailTel in writing.

In such case, the written notice can be modified by RailTel as deemed fit under the circumstances. RailTel may either decide to issue a termination notice or to continue the agreement by suitably modifying the conditions, as deemed fit.

It shall be the responsibility of the CSP to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of contract / agreement is pending and if the Quality

of Performance of Solution is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of which CSP's PBG related to contract / agreement along with PBG related to the Empanelment Agreement with RailTel shall be forfeited, without any further notice.

- f) Breach of non-fulfilment of contract / agreement conditions may come to the notice of RailTel through complaints or as a result of the regular monitoring. Wherever considered appropriate RailTel may conduct an inquiry either Suo- moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the successful bidder or not. The CSP shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry. In case of default by the CSP in successful implementation and thereafter maintenance of services / works as per the conditions mentioned in this EOI document, the PBG(s) of CSP available with RailTel can be forfeited.

22. Dispute Settlement

- 22.1 In case of any dispute concerning the contract / agreement, both the CSP and RailTel shall try to settle the same amicably through mutual discussion / negotiations. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and Conciliation 1996 or any amendment thereof. Place of Arbitration shall be New Delhi.
- 22.2 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.
- 22.3 All arbitration proceedings shall be conducted in English.

23. 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.

24. Statutory Compliance

- 24.1. During the tenure of this Contract nothing shall be done by CSP in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof and shall keep RailTel indemnified in this regard.
- 24.2. The Bidder shall comply and ensure strict compliance by his/her employees and agents of all applicable Central, State, Municipal and Local laws and Regulations and undertake to indemnify RailTel, from and against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule, including but not limited to the claims against RailTel or its Customer under Employees Compensation Act, 1923, The Employees Provident Fund and Miscellaneous Provisions Act, 1952, The Contract Labour (Abolition and Regulation) Act 1970, Factories Act, 1948, Minimum Wages Act and Regulations, Shop and Establishment Act and Labour Laws which would be amended/modified or any new act if it comes in force whatsoever, and all actions claim and demand arising therefrom and/or related thereto.

25. Intellectual Property Rights

- 25.1. Each party i.e., RailTel and CSP, acknowledges and agree that the other party retains exclusive ownership and rights in its trade secrets, inventions, copyrights, and other intellectual property and any hardware provided by such party in relation to this contract / agreement.
- 25.2. 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.

26. Severability

As per in the end customer tender document

27. Force Majeure

The successful tenderer shall not be liable or deemed to be default of any delay or failure in performance stated herein resulting directly or indirectly from causes beyond his reasonable control. If the successful tenderer is prevented from performing their function under the instrument for a period longer than six months due to fire, theft, earthquake, flood, accidents, riots, natural calamities, etc., the successful tenderer's liability ceases. Then both the parties shall discuss the course of action to be taken afterwards.

28. Indemnity

As per in the end customer tender document

29. Limitation of Liability towards RailTel

- 29.1. The CSP (SI/BA) liability under the contract shall be determined as per the Law in force for the time being. The CSP shall be liable to RailTel for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the CSP and its employees (direct or indirect), including loss caused to RailTel on account of defect in goods or deficiency in services on the part of CSP or his agents or any person / persons claiming through under said CSP, However, such liability of the CSP shall not exceed the total value of the contract.
- 29.2. This limit shall not apply to damages for bodily injury (including death) and damage to real estate property and tangible personal property for which the CSP is legally liable.

30. Confidentiality cum Non-disclosure

- 30.1. 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.
- 30.2. Notwithstanding the foregoing, neither Party shall have any obligations regarding non- use or non-disclosure of any confidential information which:
- 30.2.1. Is already known to the receiving Party at the time of disclosure:
- 30.2.2. Is or becomes part of the public domain without violation of the terms hereof;
- 30.2.3. Is shown by conclusive documentary evidence to have been developed independently by the Receiving Party without violation of the terms hereof:
- 30.2.4. Is received from a third party without similar restrictions and without violation of this or a similar contract.
- 30.3 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.

- 30.4 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.
- 30.5 This Confidentiality and Non- Disclosure clause shall survive even after the expiry or termination of this contract.

31 Assignment

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

32. Insurance

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

33. Exit Management

33.1 Exit Management Purpose

- 33.1.1 This clause sets out the provision, which will apply during Exit Management period. The parties shall ensure that their respective associated entities carry out their respective obligation set out in this Exit Management Clause.

- 33.1.2 The exit management period starts, in case of expiry of contract, at least 03 months prior to the date when the contract comes to an end or in case of termination contract on the date when the notice of termination is sent to the CSP. The exit management period ends on the date agreed upon by RailTel or Three (03) months after the beginning of the exit management period, whichever is earlier.

33.2 Confidential Information, Security and Data:

CSP will promptly, on the commencement of the exit management period, supply to RailTel or its nominated agencies the following (if asked by RailTel in writing):

- 33.2.1 Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to the project, project's customized source code (if any); any other data and confidential information created as part of or is related to this contract;
- 33.2.2 All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RailTel and its nominated agencies, or its replacing vendor to carry out due diligence in order to transition the provision of the services to RailTel or its nominated agencies, or its replacing vendor (as the case may be).
- 33.3 Employees : Promptly on reasonable request at any time during the exit management period, the CSP shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide RailTel a list of all employees (with job titles and communication address), dedicated to providing the services at the commencement of the exit management period. To the extent that any Transfer Regulation does not apply to any

employee of the CSP, RailTel or the replacing vendor may make an offer of contract for services to such employees of the CSP and the CSP shall not enforce or impose any contractual provision that would prevent any such employee from being hired by RailTel or any replacing vendor.

- 33.4 Rights of Access to Information: Besides during the contract period, during the exit management period also, if asked by RailTel in writing, the CSP shall be obliged to provide an access of information to RailTel and / or any Replacing Vendor in order to make an inventory of the Assets (including hardware / software / active / passive), documentations, manuals, catalogues, archive data, Live data, policy documents or any other related material.

Note: RailTel at its sole discern may not enforce any or all clauses / sub-clauses under the

'Exit Management' clause due to administrative convenience or any other reasons as deemed fit.

34. Waiver

- 34.1. 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.

35. Changes in Contract Agreement

- 35.1. No modification of the terms and conditions of the Contract Agreement shall be made except by written amendments signed by the both CSP and RailTel

ANNEXURE 1
FORMAT FOR PROJECT EXPERIENCE CITATIONS

Sl. No.	Item	Bidder's Response
1	Name of Bidder entity	
2	Assignment Name	
3	Name & Address of Client	
4	Approximate Value of the Contract (in Crores)	
5	Duration of Assignment (months)	
6	Start Date (month/year)	
7	Completion Date (month/year)	
8	Narrative description of the project	
9	Details of Work that defines the scope relevant to the	
10	Documentary Evidence attached	

ANNEXURE – 02**EOI COVER LETTER
(On Organization Letter Head)**

EOI Ref No.:

Date:

To,
The Joint General Manager (ERS),
RailTel Corporation of India Limited,
Kerala Territory Office, 1st Floor,
Eastern Entry Tower,
Ernakulam South Railway Station,
Ernakulam 682016

MILMA Tender Ref. No MRU/MIS_S/83/2024/2 dated 09.05.2024 on
<https://etenders.kerala.gov.in> portal

Dear Sir/Madam,

1. I, the undersigned, on behalf of M/s, having carefully examined the referred EOI offer to participate in the same, in full conformity with the said EOI and all the terms and conditions thereof, including corrigendum issued till last date of submission of EOI. It is also undertaken and submitted that we are in abidance of Clause 4 (from Clause 4.1 to Clause 4.11) of EOI.
2. I agree to abide by this Proposal, consisting of this letter, our Pre-qualification, Technical and Commercial Proposals, for a period of 90 days from the date fixed for submission of Proposals as stipulated in the EOI and modifications resulting from contract negotiations, and it shall remain binding upon us and maybe accepted by you at any time before the expiration of that period.
3. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Commercially Suitable Partner (CSP) for there for said Service, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
4. I undertake, if our Bid is accepted, to commence our services as per scope of work as specified in the contract document.
5. Until a formal Purchase Order or Contract is prepared and executed, this Bid and supplement / additional documents submitted (if any), together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. I hereby undertake and give unconditional acceptance for compliance of all terms & conditions of MILMA/RFP issued vide ref no. MRU/MIS_S/83/2024/2 dated 09.05.2024 on <https://etenders.kerala.gov.in> portal, against this EOI based customer's requirement.

7. I hereby undertake that there will be no deviation from the Terms and Conditions of EOI and MILMA's RFP issued vide ref no MRU/MIS_S/83/2024/2 dated 09.05.2024 on <https://etenders.kerala.gov.inportal>.

Signature of Authorized

Date:

Signatory

Name & Designation

ANNEXURE - 03**LOCAL CONTENT COMPLIANCE
(On Organization Letter Head)**

Eol Ref No.:

Date:

Joint General Manager (ERS),
RailTel Corporation of India Limited,
Kerala Territory Office, 1st Floor,
Eastern Entry Tower,
Ernakulam South Railway Station
Ernakulam 682016

MILMA Tender Ref. No MRU/MIS_S/83/2024/2 dated 09.05.2024 on
<https://etenders.kerala.gov.in> portal

Dear Sir/Ma'am,

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

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

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

Name Designation

ANNEXURE – 04
CHECKLIST OF DOCUMENTS FOR BID SUBMISSION

MILMA Tender Ref. No MRU/MIS_S/83/2024/2 dated 09.05.2024 on <https://etenders.kerala.gov.in> portal

S. No.	Document
1	EOI Cover Letter (Annexure-02)
2	Technical compliance sheet
3	Price bid
4	Local Content Compliance & Percentage Amount (ure-03)
5	TECHNICAL BID COVER LETTER
6	COMMERCIAL BID COVER LETTER
7	EMD as per EOI document
8	This EOI copy duly Signed and Stamped by the Authorized Signatory of Bidder
9	All Annexure/ Appendices/Formats/ Declarations as per MILMA Tender Ref. No MRU/MIS_S/83/2024/2 dated 09.05.2024 addressing to RailTel.
10	Compliance of eligibility criteria related documents as per Clause 3
11	Any relevant document found suitable by bidder

Note:

1. The technical bid should have a 'Index' at the starting and all pages of bid should be serially numbered and should be traceable as per the 'Index'.
2. All the submitted documents should be duly stamped and signed by the Authorized Signatory at each page.
3. The above checklist is indicative only. RailTel may ask for additional documents from the bidders, as per the requirement.

(ANNEXURE 5)**FORMAT FOR TECHNICAL BID COVER LETTER**

(On Company Letter Head)

To,

Joint General Manager (ERS),
RailTel Corporation of India Limited,
Kerala Territory Office, 1st Floor,
Eastern Entry Tower,
Ernakulam South Railway Station, Ernakulam 682016

Sub: Submission of the response to the Tender No. <<tender id>>. Request for Proposal for Supply, Install, Test & Commission of ISP hardware and Software of Kerala Fibre Optic Network We, the undersigned, offer to provide services for Request for Proposal for Supply of

ISP hardware and Software of Kerala Fibre Optic Network for MILMA in response to the request for proposal dated <insert date> and tender reference no <> "Request for Proposal Supply, Installation, Testing, Commissioning And Maintenance Of Computers Hardware, Software, Networking, Peripherals And Services Of The Various Units Of Malabar Regional Co-Operative Milk Producers' Union Limited Under Union, Gok/Goi Scheme. We are hereby submitting our proposal online, which includes the pre-qualification, technical bid, and commercial bid.

We hereby declare that all the information and statements made in this technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification. We undertake, if our proposal is accepted, to initiate the implementation services related to the assignment not later than the date indicated in this tender.

We agree to abide by all the terms and conditions of the RfP and related corrigendum(s)/ addendum(s). We would hold the terms of our bid valid for 6 months from the date of opening of the commercial bid as stipulated in the RfP. We hereby declare that as per RfP requirement, we have not been black listed/ debarred by any Central/ State Government and we are not the subject of legal proceedings for any of the foregoing.

We understand you are not bound to accept any proposal you receive. Signature of

Bidder.....

Name

(ANNEXURE 6)**FORMAT FOR COMMERCIAL BID COVER LETTER**

To,

The Joint General Manager (ERS),
RailTel Corporation of India Limited,
Kerala Territory Office, 1st Floor,
Eastern Entry Tower,
Ernakulam South Railway Station,
Ernakulam 682016

Dear Sir,

We, the undersigned Bidder, having read and examined in detail all the tender documents with respect to Request for Proposal **MILMA Tender Ref. No MRU/MIS_S/83/2024/2 dated 09.05.2024**, do hereby propose to provide services as specified in the tender reference No.

Price and Validity

- a. All the prices mentioned in our bid are in accordance with the terms & conditions as specified in the RFP. The validity of bid is 150 day from the date of opening of the commercial bid.
- b. We are an Indian firm and do hereby confirm that our prices are inclusive of all duties, levies etc., excluding GST.
- c. We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on income tax, professional and any other corporate tax is altered under the law, we shall pay the same.

Unit rates: We have indicated in the relevant schedules enclosed, the unit monthly rates for the purpose of accounting of payments as well as for price adjustment in case of any increase / decrease from the scope of work under the contract.

Deviations:

We declare that all the services shall be performed strictly in accordance with the RFP irrespective of whatever has been stated to the contrary anywhere else in our bid. Further, we agree that additional conditions, if any, found in our bid documents, shall not be given effect to.

We had remitted an EMD as specified in the tender document terms.

Tender pricing: we further confirm that the prices stated in our bid are in accordance with your instruction to bidders included in tender documents.

Qualifying data: we confirm having submitted the information as required by you in your instruction to bidders. In case you require any other further information/ documentary proof in this regard before evaluation of our tender, we agree to furnish the same in time to your satisfaction.

Bid price: we declare that our bid price is for the entire scope of the work as specified in the RFP. These prices are indicated in annexure-commercial bid format attached with our tender as part of the tender.

Performance bank guarantee and Security Deposit: we hereby declare that in case the contract is awarded to us, we shall submit the performance bank guarantee. We hereby declare that our tender is made in good faith, without collusion or fraud and the information contained in the tender is true and correct to the best of our knowledge and belief. We understand that our tender is binding on us and that you are not bound to accept a tender you receive.

Signature of Bidder

Name.....

Place:

(ANNEXURE 7)**TECHNICAL COMPLIANCE SHEET**

The Service/OEM/MAKE specified are based on the existing network requirement for the present scope of work. This shall be followed as per the special condition of contract as per the relevant conditions of special conditions of contract as appended as per annexure 13 and 14.

ANNEXURE-8**PRICE BID
(On Organization Letter Head)**

To be uploaded as pdf EOI NO. RCIL/SR/ERS/2024-25/EOI/3 Dtd 24-05-2024

TO
The Joint General Manager (ERS),
RailTel Corporation of India Limited,
Kerala Territory Office, 1st Floor,
Eastern Entry Tower,
Ernakulam South Railway Station,
Ernakulam 682016

[Validate](#) [Print](#) [Help](#)

[Item Wise BoQ](#)

The RFP published by MILMA for the work vide MILMA Tender Ref. No MRU/MIS_S/83/2024/2 dated 09.05.2024 as circulated May please be referred for any clarifications.

The submission of EMD, PBG, SD and Agreement with RCIL Non-Judicial paper by the selected Bidder will be sacrosanct selected Bidder.

Item Wise BOQ

Tender Inviting Authority :

Name of Work:

Contract No:

Name of the bidder/
bidding firm/ company :

PRICE SCHEDULE

(This BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the bidder name and values only)

Number r	Text	Number	Text	Number	Number	Number	Number	Number	Number	Number	Number	Number	Text
SL.NO	ITEM DESCRIPTION	QUANTI TY	Units	BASIC RATE in Figures To be entered by	GST%	GST Amoun t	Another other Taxes/D uties/Lev	AMC 1st year without tax	AMC 2nd year without tax	AMC 3rd year without tax	TOTAL AMOUNT Without Taxes in	TOTAL AMOUN T with Taxes in	Total Amount in Words
1	2	4	5	13	21	22	23	26	27	28	53	54	55
1	Desktop computers (tiny	45	Nos								0	0	INR Zero Only
2	Desktop computers (tiny	25	Nos								0	0	INR Zero Only
3	Workstation Computer (Core	1	Nos								0	0	INR Zero Only
4	Laptop Computer Core i5	13	Nos								0	0	INR Zero Only
5	Laaptop workstation Core	2	Nos								0	0	INR Zero Only
6	Server Type I	4	Nos								0	0	INR Zero
7	Server Type II	4	Nos								0	0	INR Zero
8	SAN Storage Type - I with Replication Support / License	4	Nos								0	0	INR Zero Only
9	SAN Storage Type - II with Replication Support / License	1	Nos								0	0	INR Zero Only
10	SAN Network Switch TYPE I	4	Nos								0	0	INR Zero Only
11	SAN Network Switch TYPE II	2	Nos								0	0	INR Zero Only
12	OFC Patch Cord LC-LC Multimode	40	Nos								0	0	INR Zero Only
13	OFC Patch Cord LC-LC Multimode	12	Nos								0	0	INR Zero Only
14	AIO Inktank	25	Nos								0	0	INR Zero
15	Multi- Function A3 Ink Tank Printer	5	Nos								0	0	INR Zero Only
16	Flatbed Scanner	14	Nos								0	0	INR Zero
17	A4 Duplex Mono NW Printer	5	Nos								0	0	INR Zero Only
18	A4 Duplex Mono AIO NW Printer	2	Nos								0	0	INR Zero Only
19	42U Server Rack	1	Nos								0	0	INR Zero
20	17" Foldable	1	Nos								0	0	INR Zero
21	8 Port KVM Switch	1	Nos								0	0	INR Zero
22	Switch Type I (Core Switch)	4	Nos								0	0	INR Zero Only
23	Switch Type II (Core Switch)	9	Nos								0	0	INR Zero Only
24	Switch Type III (Core Switch)	9	Nos								0	0	INR Zero Only
25	MM Tranceivers For TYPE I Switch (CORE SWITCH)	16	Nos								0	0	INR Zero Only
26	DAC Cable	2	Nos								0	0	INR Zero
27	Portable Monitor	2	Nos								0	0	INR Zero
28	Book Scanner	1	Nos								0	0	INR Zero
29	Rack Automatic Transfer Switch	8	Nos								0	0	INR Zero Only
30	Microsoft Window Server	400	Nos								0	0	INR Zero Only
31	Adobe Photoshop Pro for Teams	5	Nos								0	0	INR Zero Only
32	Adobe Acrobat Pro for Teams	8	Nos								0	0	INR Zero Only
33	vMIX Software- Perpetual License	2	Nos								0	0	INR Zero Only
34	Recovery Software with 3Years Subscription	1	Nos								0	0	INR Zero Only
35	Design & Development of	3	Nos								0	0	INR Zero Only
36	Development of Pvt Cloud Files Services Solution for Backup Data	1	Nos								0	0	INR Zero Only
Total in Figures											0	0	INR Zero Only
Quoted Rate in Figures			Select	%							0	0	0
Quoted Rate in Figures		INR Zero Only											

	BA: Signature..... Name
	Designation.....Company Seal

*Detailed sheet with split up of taxes to be enclosed by the bidder

Any software /hardware other than above, to achieve the objective of cited work shall be facilitated by the prospective BA/SI without additional financial implication.

ANNEXURE – 9**PROFORMA FOR PERFORMANCE BANK GUARANTEE
(On Stamp Paper of ₹ Two Hundred/requisite value)**

To,
The Joint General Manager (ERS),
RailTel Corporation of India Limited,
Kerala Territory Office, 1st Floor,
Eastern Entry Tower,
Ernakulam South Railway Station ,
Ernakulam 682016

MILMA Tender Ref. No MRU/MIS_S/83/2024/2 dated 09.05.2024 on <https://etenders.kerala.gov.in> portal

1. In consideration of the RailTel Corporation of India Limited (CIN: L64202DL2000GOI107905), having its registered office at Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi – 110023 (herein after called “RailTel”) having agreed to exempt (CIN :) having its registered office at (here in after called “the said Contractor”) from the demand, under the terms and conditions of Purchase Order No dated made between RailTel and.....for (hereinafter called “the said Agreement”) of security deposit for the due fulfilment by the said Contractor of the terms and condition contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs..... Only). We (indicate the name and address and other particulars of the Bank) (hereinafter referred to as ‘the Bank’) at the request of.....contractor do hereby undertake to pay RailTel an amount not exceeding Rs. (RsOnly) against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Agreement.

2. We, the Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage by the said Contractor of any of terms or conditions contained in the said Agreement by reason of the Contractor’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs(Rs Only).

3. We, the Bank undertake to pay the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

4. We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid an its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges this Guarantee. Unless a demand or claim under the

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

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

This Guarantee will not be discharge due to the change in the constitution of the Bank or the Contract or.

(..... indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of RailTel in writing.

Dated the Day of 2024 for (Name of Bank)

In the presence of Witnesses:

1. Signature With Date Name

2. Signature With Date Name

Encl: SFMS PBG Report

ANNEXURE-10**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (this "Agreement") is made and entered into on this day of , 2021 (the "Effective Date") at By and between RailTel Corporation of India Limited, (CIN: L64202DL2000GOI107905), a Public Sector Undertaking under Ministry of Railways, Govt. of India, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower -2, East Kidwai Nagar, New Delhi-110023 & Southern Region office at 1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road, Opp. Shoppers Stop, Hyderabad- 500016, (hereinafter referred to as 'RailTel'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of the ONE PART, An d) (CIN:), a company duly incorporated under the provisions of Companies Act, having its registered office at , (hereinafter referred to as ' '), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of OTHER PART RailTel and shall be individually referred to as "Party" and jointly as "Parties"

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

WHEREAS, the Parties have initiated discussions regarding a possible business relationship for WHEREAS, each Party accordingly desires to disclose certain Information (each Party, in such disclosing capacity, the "Disclosing Party") to the other Party (each Party, in such receiving capacity, the "Receiving Party") subject to the terms and conditions of this Agreement.

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

1. Permitted Use.

(a) Receiving Party shall:

(i) hold all Information received from Disclosing Party in confidence;

(ii) use such Information for the purpose of evaluating the possibility of entering into a commercial arrangement between the Parties concerning such Information; and

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

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

- (i) is wholly and independently developed by Receiving Party without the use of Information of Disclosing Party;
- (ii) at the time of disclosure to Receiving Party, was either (A) in the public domain, or (B) known to Receiving Party;
- (iii) is approved for release by written authorization of Disclosing Party; or

(iv) is disclosed in response to a valid order of a court or other governmental body in the India or any political subdivision thereof, but only to the extent of, and for the purposes set forth in, such order; provided, however, that Receiving Party shall first and immediately notify Disclosing Party in writing of the order and permit Disclosing Party to seek an appropriate protective order.

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

2. Designation.

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

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

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

4. Ownership of Information. All Information remains the property of Disclosing Party and no license or other rights to such Information is granted or implied hereby. Notwithstanding the foregoing, Disclosing Party understands that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Information of the Disclosing Party. Notwithstanding anything to the contrary, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop products, or have products developed for it, that, without violation of this Agreement, compete with the products or systems contemplated by Disclosing Party's Information.

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

6.Return or Destruction of Information.

(a) All Information shall remain the sole property of Disclosing Party and all materials containing any such Information (including all copies made by Receiving Party) and its Representatives shall be returned or destroyed by Receiving Party immediately upon the earlier of:

- (i) termination of this Agreement;
- (ii) expiration of this Agreement; or
- (iii) Receiving Party's determination that it no longer has a need for such Information.

(b) Upon request of Disclosing Party, Receiving Party shall certify in writing that all Information received by Receiving Party (including all copies thereof) and all materials containing such Information (including all copies thereof) have been destroyed.

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

8. Notice.

(a) Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated:

(i) by personal delivery, when delivered personally;

(ii) by overnight courier, upon written verification of receipt; or

(iii) by certified or registered mail with return receipt requested, upon verification of receipt.

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

RailTel Corporation of India limited:

Attn:

Address:

Phone:

Email

9. Term, Termination and Survivability.

(a) Unless terminated earlier in accordance with the provisions of this agreement, this Agreement shall be in full force and effect for a period of _____ years from the effective date hereof.

(b) Each party reserves the right in its sole and absolute discretion to terminate this Agreement by giving the other party not less than 30 days' written notice of such termination.

(c) Notwithstanding the foregoing clause 9(a) and 9 (b) , Receiving Party agrees that its obligations, shall:

(i) In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and

(ii) not apply to any materials or information disclosed to it thereafter.

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

11. Counterparts. This agreement is executed in duplicate, each of which shall be deemed to be the original and both when taken together shall be deemed to form a single agreement

12. No Definitive Transaction. The Parties hereto understand and agree that no contractor agreement with respect to any aspect of a potential transaction between the Parties shall be deemed to exist unless and until a definitive written agreement providing for such aspect of the transaction has been executed by a duly authorized representative of each Party and duly delivered to the other Party (a "Final Agreement"), and the Parties hereby waive, in advance, any claims in connection with a possible transaction unless and until the Parties have entered into a Final Agreement.

13. Settlement of Disputes:

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

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

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

15. CONFIDENTIALITY OF NEGOTIATIONS

Without the Disclosing Party's prior written consent, the Receiving Party shall not disclose to any Person who is not a Representative of the Receiving Party the fact that Confidential Information has been made available to the Receiving Party or that it has inspected any portion of the Confidential Information or that discussions between the Parties may be taking place.

16. REPRESENTATION

The Receiving Party acknowledges that the Disclosing Party makes no representation or warranty as to the accuracy or completeness of any of the Confidential Information furnished by or on its behalf. Nothing in this clause operates to limit or exclude any liability for fraudulent misrepresentation.

17.ASSIGNMENT

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

18. EMPLOYEES AND OTHERS

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

19. NO LICENSE

Nothing in this Agreement is intended to grant any rights to under any patent, copyright, or other intellectual property right of the Disclosing Party, nor will this Agreement grant

the Receiving Party any rights in or to the Confidential Information of the Disclosing Party, except as expressly set forth in this Agreement.

20. RELATIONSHIP BETWEEN PARTIES:

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

21. UNPUBLISHED PRICE SENSITIVE INFORMATION (UPSI)

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

22. MISCELLANEOUS.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth above.

RailTel Corporation of India Limited:

By Name:

Title:

Witnesses

By Name:

Title:

ANNEXURE 11 PRE-BID AGREEMENT

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

This Pre-Bid Agreement (the "Agreement") is made at New Delhi on this Day of (month) 2022.

BETWEEN

M/s. RailTel Corporation Of India Limited, (CIN: L64202DL2000GOI107905) a company registered under the Companies Act 1956, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower-2, East Kidwai Nagar, New Delhi India – 110 023 and Southern Regional office at 1-10-

39 to 44, 6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road, Opp. Shoppers Stop, Hyderabad-500 016 (hereinafter referred to as "RailTel" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the FIRSTPART. AND

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

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

And collectively as "Parties."

Whereas,

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

B) (DETAILS OF SECOND PART)

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

D) RailTel is in the process of participating in the tender issued by end customer, complete details of which have deliberately not been shared with XXXX and XXXX has waived its right to get the RFP

document of end customer owing to confidentiality concern raised by the end customer. However, a limited scope of work on 'need to know basis' and as detailed in clause 1.7 below, which will be carried out by XXXX has been shared with XXXX and based on the representation of "XXXX" that "XXXX" has read the said limited Scope of Work and has understood the contents thereof and that "XXXX" has sufficient experience to execute the said limited and defined scope of work, the Parties have mutually decided to form a "Business association" wherein RailTel shall act as the "Bidder" and "XXXX" shall act as the "business associate" in terms of the said Tender and in accordance to the terms agreed hereunder;

E) RailTel shall submit Rupees YYYY as BG against pre integrity pact at the time of submission of bid as an Integrity Pact bank guarantee to end customer and accordingly "XXXX" shall submit Rupees ZZZZ as BG of pre integrity paction back to back

basis to RailTel before final submission of the said bid to end customer. (This is applicable on cases to case basis as per MILMA requirement. May please read in conjunction of the current RFP.)

F) Party hereby acknowledges that RailTel has received Rs.

/(Rs. _____) from M/s XXXX as per the Terms and conditions of EOI no. dated _____.

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

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

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

1.SCOPE OF CO-OPERATION

- 1.1. Parties have agreed to form a "business association" to co-operate with each other on an exclusive basis with respect to execution of the said Project.
- 1.2. It has been further agreed between the Parties that Parties shall not bid individually for the said Project nor shall they enter into any arrangement with other parties for the purpose of bidding for the said Project during the validity of this Agreement.
- 1.3. The Parties also agree that the terms of the said EOI for limited and defined scope of work along with the Corrigendum's issued thereafter shall apply mutatis-mutandis to this Agreement.
- 1.4. The Parties further agree that they shall, enter into a 'Definitive Agreement' containing elaborate terms and conditions, role and responsibilities and respective scope of work of this Agreement after declaration of RailTel as the successful bidder of the said Project.
- 1.5. RailTel shall submit the PBG amounting Rs. XXXXX, earnest money deposit / EMD declaration (whichever is applicable) and performance bank guarantee to End customer and accordingly "XXXX" shall submit to RailTel, BG amounting to Rs. _____ as the earnest money deposit. Further, XXXX shall also pay the performance bank guarantee in proportionate to the extent of its defined scope of work.
- 1.6. RailTel may further retain some portion of the work mentioned in the end organization's RFP, where RailTel has competence so that overall proposal becomes most winnable proposal. XXXX agrees, undertakes and acknowledges that following shall be Scope of Work of XXXX out of the total project work.:

2. Technical Terms – As per MILMA document

3. TERM AND TERMINATION

3.1. This Agreement shall come into force as of the date of signing and shall continue to be in full force and effect till the complete discharge of all obligations, concerning the carrying out of the said Project, except terminated earlier by the Parties in terms of this Agreement or in terms of the said project, whichever is applicable.

3.2. This Agreement can be terminated by either Parties forthwith in the event of happening of the following events:

(a) End customer announces or notifies the cancellation of the said Project and / or withdrawing the said RFP.

(b) The receipt of an official communication that End customer chooses not to proceed with RailTel for the said Project or RailTel is not short listed by End customer.

(c) Material breach of any of the terms and conditions of this Agreement by either of the Parties and the same is not rectified by the defaulting Party beyond 15 (fifteen) days (or a reasonable time period as mentioned under the notice issued by the other Party) from the date of receipt of notice from the other Party to cure the said breach.

3.3. Parties agree and understand that as of the execution of this Agreement they are contractually bound and obligated to perform the services, obligations and the scope of work entrusted, should RailTel be declared as the successful bidder of the said Project. Any Party shall not withdraw its participation subsequent to execution of this Agreement, at any point in time except in case of material breach of any of the terms of the Agreement.

3.4. In case “XXXX” breach the terms of Agreement i.e. defaulting party in such case the balance unsupplied quantity or service shall be completed by RailTel i.e. non-defaulting party and cost for completion of that balance unsupplied quantity or service of such defaulting party shall be executed by RailTel at the risk and cost of such defaulting party.

4. Liability:

It is understood that the parties are entering into this pre-bid teaming agreement for requirement of submission of bid against the RFP floated by end customer for Implementation of Network Security System and Integration for end Customer Organization. Parties acknowledge and agree that “XXXX” shall be completely liable for the successful execution of this project, in relation to its defined scope of work (as detailed in clause

1.7 above), fully complying the end customer requirements . Accordingly, it is agreed that notwithstanding anything contained in the RFP document, “XXXX” shall be liable to RailTel with regard to its obligations and liability to complete the agreed and defined scope of work as detailed in clause 1.7 above.

5. EXCLUSIVITY

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

6. PAYMENT TERMS

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

7. TAXES

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

8. INDEMNIFICATION

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

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

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

9. COMPLIANCES TO STATUTORY OBLIGATIONS

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

10. LEGAL STATUS

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

11. REPRESENTATIONS AND COVENANTS

11.1. Each Party represents and warrants to the other Party as follows:

11.1.1. That it has full capacity, power and authority and has obtained all requisite consents and approvals to, enter into and to observe and perform this Agreement and to consummate the transactions contemplated hereunder. Each of the Persons / personnel executing this Agreement on behalf of the each of the Parties have full capacity and authority to sign and execute this Agreement on behalf of the respective Parties;

11.1.2. The execution, delivery and consummation of, and the performance by it, of this Agreement shall not conflict with, violate, result in or constitute a breach of or a default under, (a) any contract by which it or any of its assets or properties, are bound or affected, and/or (b) its constitutional documents;

11.1.3. This Agreement constitutes its legal, valid and binding obligations, enforceable against it, in accordance with their terms under Applicable Statutory Law(s);

11.1.4. It has the right, authority and title to execute this Agreement;

12 SUBCONTRACTING BETWEEN PARTIES

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

13. GOVERNING LAW AND JURISDICTION

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

14. GOOD FAITH NEGOTIATION AND DISPUTE RESOLUTION

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

In the event of any dispute, difference, conflict or question arising between the parties here to, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator. The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the parties.

15. FORCE MAJEURE

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

No Party shall be liable to the other if, and to the extent, that the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with, due to a Force Majeure Event. The Party affected by Force Majeure Event shall promptly inform the other Party in writing and shall furnish within 30 (thirty) days thereafter, sufficient proof of the occurrence and expected duration of such Force Majeure Event. The Party affected by Force Majeure Event shall also use all reasonable endeavours to mitigate the negative effects of such Force Majeure Event on such Party's ability to perform its contractual obligations. In the event of a Force Majeure Event, the Parties shall immediately consult with each other in order to find an equitable solution and shall use all reasonable endeavours to minimise the consequences of such Force Majeure Event.

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

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

16. INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

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

accuracy and no misrepresentation is being put into use for inducing each other to enter into this agreement.

17. CONFIDENTIALITY

- 17.1. During the term of this agreement, either party may receive or have access to technical information, as well as information about product plans and strategies, promotions, customers and related non-technical business information which the disclosing party considers to be confidential ("Confidential Information as per RFP tender document"). In the event Confidential Information is to be disclosed, the Confidential Information must be marked as confidential at the time of disclosure, or if disclosed orally but stated to be confidential, and be designated as confidential in writing by the disclosing party summarizing the Confidential Information disclosed and sent to the receiving party within thirty (30) days after such oral disclosure.
- 17.2. Confidential Information may be used by the receiving party only with respect to the performance of its obligations under this Agreement, and only by those employees of the receiving party and its subcontractors who have a need to know such information for purposes related to this Agreement, provided that such subcontractors have signed separate agreements containing substantially similar confidentiality provisions. The receiving party must protect the Confidential Information of the disclosing party by using the same degree of care to prevent the unauthorized use, dissemination or publication of such Confidential Information, as the receiving party uses to protect its own confidential information of like nature.
- 17.3. The obligations are not applicable to any information which is:
- 17.3.1. Already known by the receiving party prior to disclosure
 - 17.3.2. Publicly available through no fault of the receiving party;
 - 17.3.3. Rightfully received from a third party without being responsible for its confidentiality;
 - 17.3.4. Disclosed by the disclosing party to a third party without being responsible for its Confidentiality on such third party;
 - 17.3.5. Independently developed by the receiving party prior to or independent of the disclosure;
 - 17.3.6. Disclosed under operation of law;
 - 17.3.7. Disclosed by the receiving party with the disclosing party's prior written approval.
- 17.4 XXXX agrees and acknowledges that XXXX, its Partners, employees, representatives etc., by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall be deemed to be "Connected Persons" within the meaning of SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be bound by the said regulations while dealing with any confidential and/ or price sensitive information of RailTel. XXXX shall always and at all times comply with the obligations and restrictions contained in the said regulations. In terms of the said regulations, XXXX shall abide by the restriction on communication, providing or allowing access to any Unpublished Price Sensitive Information (UPSI) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel
- 17.5 Notwithstanding anything contained in this agreement, XXXX undertakes, agrees and acknowledges that being RailTel's Business Associate, XXXX shall maintain utmost confidentiality in relation to said Project. XXXX further, undertakes that any information relating to said Project which is or will be disclosed/ divulged by RailTel on need to know basis, will be

received and treated by XXXX as strictly confidential and XXXX shall not, without the prior written consent of the RailTel or as expressly permitted herein, disclose or make available to any other person such information.

18. NOTICES

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

To RailTel Corporation Of India Limited
To: RailTel Corporation of India Ltd
Kind Attn: Executive Director / Southern Region
Address: 1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers,
Begumpet Airport Road, Opp. Shoppers Stop, Hyderabad- 500 016
No.: +91-40-27788000

To XX XX
To: XXXX

Kind Attn:
Address:
Mob. No.:
Email:

19. AMENDMENT

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

20. PRIOR UNDERSTANDING

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

21. GENERAL

21.1. Binding Effect:

This Agreement shall be binding upon and inure to the benefit of the Parties here to and their respective legal successors.

21.2. Counterpart:

This Agreement may be executed simultaneously in 2 (two) counterparts, each of which shall be deemed to be original and all of which together shall constitute the same Agreement

21.3. Non-Partnership:

21.3.1. This Agreement shall be on a principal-to-principal basis and shall not create any principal-agent relationship between the Parties.

21.3.2. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties or otherwise entitle either Party to have an authority to bind the other Party for any purpose.

21.4 Severability:

In the event any provision of this agreement is held invalid or un-enforceable by a court of competent jurisdiction, such provision shall be considered separately and such determination shall not invalidate the other provisions of this agreement and annexure/s which will be in full force and effect.

21.5. Waiver:

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

21.6. Time is of essence:

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

22. Miscellaneous

22.1. No Party to this agreement will have any rights or obligations arising from or in relation to this agreement in excess of those rights and obligations expressly declared herein.

22.2. No Party to this agreement is entitled to sell, assign or otherwise transfer any of its rights and/or obligations arising from or in relation to this agreement to any third party, without the prior written consent of the other Party of this agreement.

22.3. Each Party shall be solely responsible for its own actions or failures to act and for its own commitments and undertakings. Neither Party shall present itself as the representative or agent of the other Party, nor shall it have the power or the authority to commit the other Party, unless it receives the other Party's prior written consent.

22.4. No release shall be made by any Party to the news media or the general public relating to this agreement and/or the subject matter thereof without prior written approval of the other Party.

22.5. During the term of this agreement, each party shall refrain from taking any action or attempt to take any action with the intent of impairing or causing prejudice to the business relationship, whether existing or prospective that subsists between the other party and its customers and business partners. Each party shall also desist from inducing or influencing or attempting to induce or influence any customer or business partner, whether existing or prospective of the other party, resulting into prejudice or detriment to business prospects of the other party.

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

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

For RailTel Corporation Of India Limited
Authorised Signatory
Signatory

For XXXX

Authorized

Name:
Designation:

Name:
Designation:

In Presence of witness:
Signature:
Name:
Address:

Signature:
Name:
Address

ANNEXURE 12**FORMAT FOR AFFIDAVIT TO BE UPLOADED BY BA ALONG WITH THE EOI DOCUMENTS**

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 200/- .The paper has to be in the name of the BA) **

I _____ (Name and designation)** appointed as the attorney/authorized signatory of the BA (including its constituents), M/s (hereinafter called the BA) for the purpose of the EOI documents for the work of _____ as per the EOI No. _____ of (RailTel Corporation of India Limited), do hereby solemnly affirm and state on the behalf of the BA including its constituents as under:

1. I/we the BA (s), am/are signing this document after carefully reading the contents.
2. I/we the BA(s) also accept all the conditions of the EOI and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the EOI documents from RailTel website www.railtelindia.com. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the EOI document. In case of any discrepancy noticed at any stage i.e., evaluation of EOI, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the EOI by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of EOI, it shall lead to forfeiture of the EOI EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the BA)** and all my/our constituents understand that my/our constituents understand that my/our offer shall be emd rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

VERIFICATION

DEPONENT

SEAL AND SIGNATURE OF THE BA

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.

Place:

DEPONENT

Dated:

SEAL AND SIGNATURE OF THE BA

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

ANNEXURE 13 SPECIAL CONDITION OF CONTRACT

1. GENERAL

1. The following special conditions shall be read in conjunction with general conditions of contract and amendments/corrections thereto. If there are provisions in this special condition which are at variance with the provisions in the above-mentioned documents, the provisions in these special conditions shall take precedence.

The work in general shall be carried out as per the nomenclature of the individual items and in the particular specifications

2. For any other item of work, not covered in the above Para, the same shall be done as per the latest relevant BIS codes of practice.

For any other item of work, not covered in the above Para, the same shall be done as per the sound engineering practice as directed/approved by Engineer in charge.

2. BLANK

3. RESTRICTIONS IN WORKING HOURS

Since the work has to be carried out within the operational area of the airport, Contractor should obtain the entry passes from the competent authority. You have to strictly follow the security and other regulations prevailing at Airport. You are required to observe all the safety requirements connected with the works at site.

Necessary passes or entry permits to enter inside the airport and premises are to be obtained in advance. The staff deployed by the Contractor for the work should produce the police clearance certificate from an officer not below the rank of Supt. of Police/Commissioner of Police and obtain the entry permits from the office of the Airport Director.

The Contractor's staff working in the operational area shall obey the instructions of the Airport Officials. The number of hours working in the area might be restricted due to operational reasons and Contractor will not have any claim for extra payment on this account.

The installation shall be done in close co-ordination with other agencies and as directed by Engineer-in-charge

4.

5. N.A.

6.

7.

8. TURNOVER TAXES/WORKS CONTRACT TAXES

Deductions will be made from the bills towards Income tax under Income Tax Act 1961, tax on works contract as per the KVAT Act 2003 and other taxes whichever is applicable.

9. N.A.

10. If on handing over the site or at any time thereafter during the execution of work, the Contractor considers that any drawing or information necessary for the execution of the works has not been provided, he shall inform the Engineer-in-charge in writing giving full details required.

11. Whenever I.S. Codes, IATA standards etc. are referred to particular specifications of equipment, the latest I.S.IATA standards etc. Codes prevalent at the time of tendering shall be followed.

12.

13. CONTRACT DOCUMENTS

The Contract document is confidential and must strictly confine to the Contractor's own use and for the purpose of the contract.

14.

18. BYE-LAWS

The Contractor shall comply with all bye-laws and regulations of local and statutory authorities having jurisdiction over the works and shall be responsible for obtaining prior approval, if any, and payment of all fees and other charges, giving and receiving of all necessary notices and keeping the Engineer-in-Charge informed of the said compliance with the bye-laws, payments made, notices issued and received.

The Contractor shall indemnify MILMA against all claims in respect of royalties, patent rights, design trademarks of name or other protected rights in respect of any plant, machine, work or materials used for or in connection with the work or temporary works and from and against all claims, demands proceedings, costs, charges and expenses whatsoever in respect of or in relation thereto. The Contractor shall defend all actions arising from such claims and shall himself and every sort that may be legally incurred in respect thereof.

The works shall be carried out as per standards/specifications/guidelines. The Contractor shall get the statutory approval if any and safety certificate if required from statutory authorities.

The Contractor shall comply with proper and legal orders and directions of local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which may be liable during the contract period.

19.

20. CO-ORDINATION

The Contractor shall co-operate and co-ordinate with all other agencies working at site, compare plans, specifications and the time schedules and so arrange his work so that there will be no interference. The Contractor shall forward to the Engineer-in-charge all correspondence and drawings exchanged. Failure to do so will render the Contractor responsible for subsequent change found necessary and its cost. However, the Contractor shall arrange necessary facilities to execute the work simultaneously with other agencies. No claim on this account shall be entertained by MILMA.

21.

22.

23. BLANK.

24. INSURANCE FOR STAFF

The Contractor shall also take insurance for all his staff working at site against injury, loss of life etc., and no claims of compensation to the staff/workers will be entertained by the MILMA in this regard. The Contractor shall indemnify the MILMA against all such claims.

25. COMPENSATION FOR DELAY

If the Contractor fails to complete the work and clear the site for any particular phase on or before the stipulated completion time of that respective stage or extended period of completion, he shall, without prejudice to any other right or remedy of MILMA on account of such breach, pay as agreed a compensation of the amount calculated on the basis of General Conditions of Contract.

The Contractor shall maintain in perfect condition all works executed till the completion of the entire works allotted to him. When, phased handing-over is contemplated, the provisions mentioned above will apply to each phase.

26. PHASING OF WORKS

The total period of this contract is 5 years. The work has to be carried out in phases as approved by the Engineer-in-charge from time to time so that the total project work can progress smoothly with least obstruction to the operations of the airport and also works of other Contractors/agencies. The detailed phasing provided in the particular specifications of contract.

27. STRUCTURAL ALTERATIONS TO BUILDINGS

1. No structural member in the building shall be damaged/altered, without prior approval from the Engineer-in-Charge.
2. Structural provisions like openings, pipes if any, provided by MILMA for the work, shall be used. Where these require modifications, such contingent or works shall be carried out by the Contractor, at his cost after the prior approval of Engineer-in-Charge.

28. CONFORMITY TO ACT, RULES AND REGULATIONS

- 28.1 All works shall be carried out in accordance with the provisions of Statutory Rules& regulations prevailing and amended up to date (date of call of tender unless specified otherwise).
- 28.2 The works shall also conform to relevant Indian standard Codes of Practice (COP), and ACI for the type of work involved.

2. IMPORTANT POINTS

1. The contract agreement shall be executed on a non-judicial stamp paper of value not less than Rs.200/-, and the cost of the stamp paper shall be borne by the Contractor.
2. The tender shall be valid for 120 days from the date of opening of price bid.
3. All tools, equipment and man power, including their housing, procurement of food stuff, medical aid etc. are to be arranged by the Contractor. Cost of Transportation of man power and materials shall be borne by the Contractor.
4. In the event of any dispute of any kind related to the works, decisions of the Engineer-in- charge shall be final and binding.

5. The Contractor shall be responsible for any damage resulting from his negligence to existing facilities/installations and will restore, replace or repair any such damages at his cost to the complete satisfaction of the Engineer-in-charge.
6. Contractor has to comply necessary statutory requirements on Contract Labour Regulations and Abolition Act 1970 as well as do comprehensive insurance for his workmen before deploying them on the job.
7. The tenderer has to select the man power meeting the general/technical specifications mentioned in the tender.
8. The airport is fully functional. Work has to be carried out strictly as per the rules and regulations of the airport without causing inconvenience to the day to day operations.
9. The tenderer has to return the original tender document duly signed and stamped in all pages.
10. Tender with incomplete/ambiguous details are liable to be rejected without seeking any further clarifications.
11. Any variation in terms and conditions from general/special condition for payment, security deposit, etc. are not acceptable to MILMA.
12. MILMA shall not be responsible for any postal delay in respect of receipt of tender document, etc. It is the responsibility of the tenderer to make sure that the tender is received in time.
13. The tender document shall be submitted in a sealed cover addressed to The Managing Director, Malabar Regional Cooperative Milk Producers Union Milma Head office Kunnamangalam, Calicut, Super scribing name of work, due date & time.
14. The tenderers printed terms and conditions shall not be considered for evaluation. Hence, no such documents need to be attached.
- 15.
16. Contractor has to bear all the costs incurred in obtaining approvals if any from the statutory authority for the works. No charges will be reimbursed by MILMA on this account.
17. IMPORTANT: MILMA is an operational airport. Hence necessary precautions and measures should be taken by the Contractor for the implementation of project without affecting airport operations. Since the airport is fully functional, detailed plan, phasing, schedule and implementation of the work should be prepared by the Contractor and submitted before commencing the work.

3ADDITIONAL CONDITIONS

i. PARTIES:

- a. The parties to the contract are the Contractor and the Purchaser.

ii. AUTHORITY OF PERSON SIGNING THE CONTRACT ON BEHALF OF THE CONTRACTOR.

A person signing the Tender or any other document in respect of the contract on behalf of the Contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the contract. If it is discovered at any time that the person so signing has no authority to do so, the Managing Director, Cochin International Airport Limited, may without prejudice to any other right or remedy of the purchaser, cancel the contract and make or authorize the making of a purchase of the equipment at the risk and cost of such person and hold such person liable to the purchaser for all costs and damages arising from the cancellation of the contract including any loss which the purchaser may sustain on account of such purchase.

iii. ADDRESS OF THE CONTRACTOR AND NOTICES AND COMMUNICATIONS ON BEHALF OF THE PURCHASER.

For all purpose of the contract, including arbitration there under, the address of the Contractor mentioned in the tender shall be the address to which all communications addressed to the Contractor shall be sent, unless the Contractor has notified a change by a separate letter containing no other communication and sent by registered post acknowledgement due to the Managing

Director, Cochin International Airport Limited. The Contractor shall be solely responsible for the consequence of any omission to notify any change of address in the matter aforesaid.

II. Any communication or notice on behalf of the purchaser, in relation to the Contractor may be issued to the Contractor by purchaser and all such communications and notices may be served on the Contractor at his notified address either by registered post or under certificate of posting or by ordinary post or by hand delivery at the option of the purchaser.

1. PERFORMANCE GUARANTEE:

CONTRACT PERFORMANCE GUARANTEE:

1.1. As contract security, the Contractor shall furnish a Bank Guarantee from a Nationalized Bank to this purchase order in favour of purchaser. The guarantee amount shall be equal to 5% of the gross value of the contract price excluding AMC value and it shall guarantee the faithful performance of the contract in accordance with the terms and conditions specified in this order and specifications. The guarantee shall be valid up to the commissioning of the project. The purchaser has the right to encash this bank guarantee if the performance is not satisfactory. The format of the Performance Guarantee is enclosed in this tender document.

B). contract

2. –BLANK-
3. –BLANK-

4. VARIATION IN PRICES:

Prices quoted are firm and no escalation due to any reason whatsoever will be acceptable.

5. Contractor

6. –BLANK-

7. BLANK-

8. DEDUCTIONS FROM CONTRACT PRICE:

All costs, damages or expenses which the Purchaser may have paid, for which under the contract the Contractor is liable, will be claimed by the Purchaser to the Contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the contractor to properly identify such claims. Such claims shall be paid by the Contractor within fifteen days of the receipt of the corresponding bills and if not paid by the contractor within the said period, the Purchaser may then deduct the amount, from any moneys due or becoming due by him to the contractor under the contract or may be recovered by actions of law or otherwise, if the contractor fails to satisfy the Purchaser of such claims.

9. –BLANK-

10 Contractor

11.TERMINATION OF CONTRACT AT PURCHASER'S INITIATIVE:

11.1. The purchaser reserves the right to terminate the contract either in part or in full due to the reasons other than specified herein. The purchaser shall in such an event give 15 days notice in writing to the Contractor of his decision to do so.

11.2. The contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders

and contracts to the extent they are related to the work terminated and terms satisfactory to the purchaser, stop all further activities related to the work terminated, and assist the purchaser in maintenance, erection, and disposition of the works acquired under the contract by the purchaser.

11.3. In the event of such termination the Contractor shall be paid compensation equitable and reasonable dictated by the circumstances prevalent at the time of termination.

12. –BLANK--

13. DEFECT AND JURISDICTION OF CONTRACT:

13.1. The contract shall be considered as having come into force from the date of issue of letter of award of the contract by the purchaser.

13.2. The Law applicable to this contract shall be the law enforced in India. The courts of Ernakulam shall have exclusive jurisdiction in all matters arising under this contract.

13. BLANK

14. DEFENCE OF SUITS:

If any action in court is brought against the contractor or an officer or agent of the contractor for the failure or neglect on the part of the contractor to perform any acts, matters, covenants or things under the Contract, or for damage or injury caused by the alleged omission or negligence on the part of the contractor, his agent, Contractor, Workman, contract employees, the contractor shall in all such cases indemnify and keep the purchaser, and the purchaser and/or his representative, harmless from all losses damages expenses or decrees arising of such action.

15. TAXES PERMITS & LICENSES:

The contractor shall be liable to pay all non-Indian taxes, duties, levies, octroi, entry taxes etc lawfully assessed against the purchaser or the Contractor in pursuance of the contract. In addition, the contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the contractor for his personal income and property. The purchaser shall have the right to deduct such taxes, duties at source, if liable to do so under any Indian Law.

16. - BLANK -

17. TRANSPORTATION AND INSURANCE:

Transportation & related Insurance charges shall be the responsibility of the Contractor.

18. The conditions published in the Newspaper while inviting tender, specifications, undertaking from the tenderer, information to the tenderer, Proforma for Bank Guarantee for Performance Contract and Equipment Performance and General Terms and Conditions of purchase order shall form part of this contract agreement.

19. Statutory regulation:

The Contractor comply with the provision of Indian Contract Labour (Regulation and Abolition) Act of 1970, Indian Contract Labours (Regulation and Abolition) Central Rules 1971 and Minimum wages & Rules thereof and other related labour laws of Central and State Governments. You are also required to observe all statutory and legal requirements of Central and State Governments and other agencies applicable to the work as well as any local regulations applying to the site.

Contractor shall submit details of the employees deployed for this work at MILMA. Only after receiving the proof of compliance of PF, ESI & Minimum wage Act, for all the staff posted under this contract MILMA would be processing the payment for the works executed in the corresponding month. MILMA would have the right to share these details with the statutory agents if required.

ANNEXURE 14

PARTICULAR CONDITIONS OF CONTRACT

1.0 General

The bidder should note that this is a turnkey project and it is the responsibility of the bidder to Supply, Installation, Testing, Commissioning and maintenance of Computers Hardware, Software, Networking, Peripherals and services of the various Units of Malabar Regional Co-operative Milk Producers' Union Limited under Union, GOK/GOI Scheme and Successful Running and Maintenance of the system and services required for the satisfactory performance of the installation during the entire warranty & AMC period. All the items of hardware, software, packages etc required for the safe and satisfactory operation of the installation should be supplied and installed by the bidder whether such hardware, software, processes, tool etc have been mentioned in the tender or not. This includes the necessary license purchases, software update and patches etc required. Therefore, it shall be the responsibility of the bidder to ensure that all such requirements have been considered while submitting the tender. If there are any items conspicuously missing, the same may be specifically mentioned in the tender document and tender document. The contractor has to provide a

detailed breakup of the items mentioned in the LS category on item rate basis, on request by MILMA. No extra claim during the project period regarding any other item will be entertained. The bidder has to conduct a detailed site study before submitting the bid. This is a comprehensive project. If any items are missing or not specifically mentioned, the contractor has to consider the same and include the same. No modifications/ additional of line items, material after awarding the work will be permitted. The facilities like laptops, PC, Dongles etc should be provided by the contractor to their personnel at site. MILMA will not provide any equipment's.

2.0 BLANK

3.0 Operation & Maintenance Team

The maintenance & support team during warranty and AMC period (maintenance contract period) should consist of only experienced persons. The contractor shall provide sufficient manpower onsite for maintenance as per the tender conditions. The following staff shall be deployed during the warranty and AMC period.

i. In-charge: There shall be minimum 1 In-charge at site during MILMA office hours. The In-charge shall be Degree holder with at least 5 years' experience in hardware Systems. The In-charge shall attend critical complaints at site anytime, irrespective of duty time. Standby arrangement shall be made for the In-charge when he is on leave.

ii. Network Engineer: The contractor shall post a Network Engineer (1 person) during MILMA office hours. The Network Engineer shall be a Degree/ Diploma holder in IT Systems with required OEM certification in the network equipment. In case certification is not taken at the time of appointment, the certification shall be taken within a period of 6 months. The network engineer shall attend critical complaints at site anytime irrespective of duty time. Standby arrangement shall be made for the network Engineer when he is on leave. Other than mentioned above, the following staff shall be posted at site on 365 x 24 x 7 shift basis.

iii. Shift Technicians: Shift Technicians (2 person per shift) shall be available 365x 24 x 7 on 8 hour per shift basis. The contractor shall post a minimum of 8 persons (excluding In-charge & Network Engineer) at site to manage the 24- hour shift. The shift technicians shall be ITI/ Diploma/Degree holder in Electronics/Electrical Systems.

What mentioned above is the minimum requirement. If required, contractor shall increase the manpower accordingly to meet the service level mentioned in this tender. Sufficient staff to manage the 24-hour shift, including shift reliever, shall be arranged by the contractor. The staff shall be

provided with duty mobile phones. The staff shall be posted after getting approval from MILMA. The full biodata of the staff shall be shared with MILMA for getting approval. The contractor shall ensure that there will not be more than two employee replacement per year for the staff posted at MILMA. During any replacement, minimum 2 months onsite hand holding is required to be provided for the new staff to come and get accustomed with the work. The replacement staff shall have same work experience of the relieving staff. The staff should mark their attendance in presence of the engineer in charge. The staff shall be contactable all 24 hrs for all 365 days in the year. Necessary communication equipment like mobile phones and necessary transportation should be provided by the supplier for his service person at site. Manpower shall be ensured at 99.9% availability. Failure of the SLA will result in suitable penalties as per mentioned in the tender. The maintenance & support staff shall be provided with necessary maintenance kit, spare parts & equipments, computer, splicing kit, OTDR machine, OFC Power meter, tone tester, mustimeter, gloves etc for carrying out smooth maintenance of the system. Any replacement staff shall be of same work experience of the relieving staff and shall be provided with same salary of the replacement staff.

iv. Vehicle: The contractor shall arrange their own vehicle (four-wheeler) for movement of staff and equipment for carrying out the maintenance activities at the airside and city side during the warranty and AMC period. The vehicle shall be a new vehicle for carrying staff and material. Necessary airside entry permits and airside driving permits for the vehicles and drivers shall be arranged by the contractor. The vehicle shall comply with the airside vehicle permit guidelines of BCAS.

4.0 Scope of Work

The scope of work includes

Scope of the tender shall include supply, installation, testing, commissioning and maintenance of all components and materials as detailed in the technical particulars under single source of responsibility (including warranty period) with continued Annual Maintenance Contract (AMC) after expiry of warranty. The tenderer shall quote the rates for Annual Maintenance Contract (AMC) after the expiry of warranty period separately (in Price BOQ1). The successful tenderer shall be bound to provide the AMC at the quoted rates after the warranty period.

All accessories necessary for the commissioning, operation and maintenance of all components and materials as detailed in the technical particulars, in various Units of the Malabar Regional Cooperative Milk Producers Union Ltd., at different locations in Malabar region, are also deemed to be included in the scope of supply, installation, testing, commissioning and maintenance of all components and materials as detailed in the technical particulars without any additional cost to the Malabar Regional Co-operative Milk Producers Union Ltd.

5.0 Assumptions

The contractor is not supposed to make any assumptions in the project during its study, design, execution, customization and maintenance of the system. Any clarification required should be made in writing. Cases like 'No response from MILMA' / RCIL would not entitle the contractor in taking his own assumptions. In such cases, the contractor could approach head of department of IT, project leader or Managing Director of RCIL/MILMA for necessary action.

6.0 Training

The contractor has to prepare a detailed presentation regarding the solution implemented and conduct a training session for the MILMA IT team. The training session shall be conducted in multiple sessions based on availability of the staff on shift duty. The training shall cover the following:

- Final layout & architecture of the system,
- Features and specifications of each and every equipment.
- Configuration of different equipments.
- How the system operates.

- Trouble shooting methodologies.

7.0 Blank

8.0 OTHER TERMS & CONDITIONS:

- (i) That he shall pay a nominal license fee of Re.1 per year or part of a year for use and occupation, in respect of each and every separate area or land allotted to him.
- (ii) That such use or occupation shall not confer any right of tenancy of the land to the Contractor.
- (iii) That the Contractor shall be liable to vacate the land on demand by the Engineer-in-Charge.
- (iv) That the Contractor shall have no right to any construction over this land without the written permission of the Engineer-in-Charge. In case, he is allowed to construct any structure he shall have to demolish and clear the same before handing over the completed work unless agreed to the contrary.

The scope of the contract involves periodic maintenance/upkeep/cleaning of the equipment Service Support during contract period

The response time and resolution time shall be categorized based on the following severity level:
Severity – High , Response time : 2 hours, Resolution time : 4 hrs
Severity – Medium , Response time : 4 hours , Resolution time : 12 hrs
Severity – Low , Response time : 6 hours, Resolution time : 48 hours

The severity level shall be classified as follows:

Severity – High , the system is down fully or partially because of the failure of critical equipments and all break down equipment maintenance which seriously affect the operation of the system including critical data loss, operation down time, full or partial system shutdown.

Severity – Medium , only few of the devices are down. All equipment breakdowns which can seriously affect the operation of the system if left unattended.

Severity – Low, only few of the devices are down. All equipment breakdowns which can seriously affect the operation of the system if left unattended.

All the system shall have 99.5% monthly availability.

Suitable penalty as per the tender conditions will be charged for noncompliance with the SLA. This is applicable for all 365 days in the year.

All the cost incurred during the operations and maintenance contract period like labour, materials, transportation, lodging, freight, taxes etc. should be borne by the contractor..

Spares:

All spares, accessories and consumables (except batteries) required for the maintenance work shall be supplied by the firm at no extra cost to RCIL/MILMA during the contract period. This includes periodic cleaning, replacement of faulty components etc required for the proper functioning of the equipment. All necessary spares should be kept in the custody of the contractor at his own responsibility at site for easy availability. The store and spares should be available for checking by RCIL/MILMA Engineer in Charge. The contractor has to share the escalation matrix to RCIL/ MILMA. Also daily issue log to be accessible to RCIL/MILMA.

Tools and plants:

All necessary tools and plants required for the maintenance work should be provided by the firm at no extra cost.

Change in installation:

The firm shall not make any change in the original installation or their specifications without prior approval of Engineer in Charge or his authorised representative.

Security regulations:

The contractor's maintenance staff should abide by all security regulations at the Airport. Formalities for the entry passes for the service personnel should be met by the contractor. All the laws of the land should be abided by the contractor.

Safety Requirements:

The firm has to take care of all the required safety procedures related to the work.

Logbooks & Registers:

Necessary logbooks, Maintenance registers, Snag register etc. are to be properly maintained as per the instruction of Engineers of MILMA. The contractor shall have a tool for recording the complaints and providing the SLA compliance reports to MILMA on a monthly basis. The contractor has to share the escalation matrix to MILMA. Also daily issue log to be accessible to MILMA.

Service report:

The monthly service report shall be submitted to the Engineer in charge.

Payment:

The operations & maintenance charges for each year will be paid in equal monthly installments payable after successful and satisfactory completion of the maintenance contract for that month and submission of required and relevant service reports.

The contractor has to provide the monthly PF, ESI compliance reports for all employees employed at site for releasing the man power charges. If there is any shortcoming in the compliance report, suitable amount including penalty will be deducted while releasing the payment to the contractor.

Security Deposit

The contractor has to submit 10% of the contract amount for each year of the contract as Security Deposit. The same can be submitted as an equivalent, unconditional, irrevocable bank guarantee valid up to 90 days after the yearly contract period.

Penalty for noncompliance with SLA

If the contractor does not perform the duties as per this contract during the contract period, MILMA/RCIL reserves the right to charge necessary penalty to the contractor.

The penalty for non-compliance will be applicable for the entire contract period. As per the tender condition, all high severity complaints/failures/changes etc should be rectified within 4 hrs after receiving the complaint call, all medium severity complaints should be rectified or not exceeding 12 hrs after receiving the complaint call and all low severity complaints should be rectified not exceeding 24 hrs after receiving the complaint call.

For complaints/changes that fails to meet the tender terms and conditions during the contract period, MILMA/RCIL will be charging suitable penalty @ 0.1% of the Security Deposit per unresolved additional hour of the failure, provided that the total amount of penalty to be paid during the warranty period under this condition shall not exceed the Security Deposit. If the security deposit is in the form of bank guarantee, MILMA /RCIL reserves the right to encash the bank guarantee and return the balance amount, without any interest amount, after deducting the penalty amount. The unresolved day will be calculated on the basis of calendar date, including holidays, from the time of reporting of complaint rather than 24 hours from the time of reporting of complaint.

The System shall have 99.9% monthly availability.

For services which are not meeting the % availability during the contract period, MILMA will be charging suitable penalty @ 1% of Security Deposit for every 1% deviation from the acceptable % availability, provided that the total amount of penalty to be paid under this condition shall not exceed the Security Deposit (eg: if the % availability required is 99.9% and the actual availability is 95%, then MILMA/RCIL will charge penalty of 4.9% of the Security Deposit)

The contractor will be solely responsible for any malicious activity carried out by its employees or personnel engaged by them. MILMA/RCIL reserves the right to recover the damages due to the malicious activities from the contractor in case of such an event.

10.0 Liability limitation

If a third party claims that the deliverable materials provided to MILMA/RCIL by the contractor infringe the third party's copy right or patent right, the contractor should defend MILMA against that claim at its

expense and pay all costs, damages, court charges etc that a court finally awards or that included in a settlement.

Notwithstanding anything to contrary in the tender, contractor's aggregate liability for direct damages under this contract shall not exceed the charges paid by MILMA/RCIL to contractor during the total contract period. This limit shall not apply to damages for bodily injury (including death), and damage to real property and tangible personal property for which contractor is legally liable. The Contractor shall in no event be liable for indirect and consequential damages, loss of /damage to data and third party claims except as provided in this contract. MILMA shall provide prompt notice of any third party claim and permit contractor to have sole control of the defense of such third party claim