

रेलटेल कॉर्पोरेशन ऑफ़ इंडिया लिमिटेड

(रेल मंत्रालय के अधीन नवरत्न सार्वजनिक उपक्रम)



रुचि की अभिव्यक्ति (ईओआई) आमंत्रित करने हेतु नोटिस

NOTICE INVITING EXPRESSION OF INTEREST (EOI)

ई.ओ.आई. नंबर: आर.सी.आई.एल./एन.आर./ई.ओ.आई./ ए.एफ.एस.- बीटीआई/2026-27 दिनांक 01 जून 2026

EOI No.: RCIL/NR /EOI/AFS-BTI/2026-27 dated 01st June, 2026

Expression of Interest (EOI) for “Supply, Installation, Testing, Commissioning cum Execution of OFC laying and other Associated Works (including Maintenance) for Customer of RailTel (CoR)”.

जारीकर्ता:

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(रेल मंत्रालय के अधीन नवरत्न पीएसयू)

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Disclaimer

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

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 time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the EOI further with any party submitting an EOI. No reimbursement of cost of any type will be paid to persons or entities submitting the EOI.

TABLE OF CONTENTS

SR. NO.	DESCRIPTION	PAGE NO.
	EOI Notice, Schedule of Events and Notes	06
1.	About RailTel	9
2.	Background of EOI	9
3.	Scope of Work	10
4.	Eligibility Criteria	12
5.	Proposal Preparation and Submission Cost	17
6.	Amendment to EOI Document	17
7.	Bid Validity Period	17
8.	Right to Terminate the Process	18
9.	Language of Bid	18
10.	Submission of Bid	18
11.	Right to Accept/Reject any or all EOI Response	18
12.	Notification of Award	19
13.	Payment Terms	20
14.	Performance Bank Guarantee (PBG)	21
15.	Details of Commercial Bid/Financial Bid	22
16.	Duration of the Contract Period	23
17.	Delivery	23
18.	Project Plan	24
19.	Restriction of 'Transfer of Agreement'	25
20.	Suspension, Revocation or Termination of Contract/Agreement	25

21.	Dispute Settlement	26
22.	Governing Laws	27
23.	Statutory Compliance	27
24.	Intellectual Property Rights	27
25.	Severability	27
26.	Force Majeure	28
27.	Indemnity	28
28.	Limitation of Liability towards RailTel	29
29.	Confidentiality cum Non-disclosure	29
30.	Assignment	30
31.	Insurance	31
32.	Exit Management	31
33.	Waiver	32
34.	Changes in Contract Agreement	32
35.	Deviations	32
36.	Liquidated Damages & Quantum of LD	33
37.	SERVICE LEVEL AGREEMENTS (SLAs)	34
38.	Contract/Quantity Variation Clause	35
39.	Annexure 01:(EOI COVER LETTER)	36
40.	Annexure 02:(Local Content Compliance)	38
41.	Annexure 03:(Checklist of Documents for Bid Submission)	39
42.	Annexure 04:(Commercial Bid)	40

43.	Annexure 05:(Proforma for Performance Bank Guarantee)	45
44.	Annexure 06:(NON-DISCLOSURE UNDERTAKING)	48
45.	Annexure 07:(Non-Disclosure Agreement)	50
46.	Annexure 08:(Format for Power of Attorney)	60
47.	Annexure 09: (Pre-Bid Agreement)	62
48.	Annexure 10: (Integrity Pact Program)	62
49.	Annexure 11: (Declaration regarding Non-Blacklisting)	62
50.	Appendix1:List of Technical Personnel	64
51.	Appendix 2:Declaration for compliance to Rule under 144(xi) of the General Financial Rule (GFRs)2017	65
52.	Appendix 3:Financial Declaration	66
53.	Appendix 4:Declaration for Dispute/Arbitration	67
54.	Appendix 5:Format For Affidavit To Be Submitted By BA/SI Alongwith the EOI Documents	68
55.	Appendix–6: BID SUBMISSION FORM (IN BIDDING ENTITY’S LETTER HEAD	70
56.	Appendix–7: BANK GUARANTEE FORM (For EMD)	72
57.	Appendix-8: No Deviations Certificate	74
58.	Appendix–9:DETAILS OF BIDDER (IN BIDDING ENTITY’S LETTER HEAD)	75
59.	Appendix-10 Technical Specifications	77
60.	Technical Requirements & Supplement	78
61.	Drawings	85

EOI NOTICE

To,
 GM/Mktg
 RailTel Corporation of India Limited,
 Shastri Park, Delhi-110053

EOI Notice No: RCIL/NR /EOI/AFS-BTI/2026-27 dated 01 June, 2026

RailTel Corporation of India Ltd., (here after referred to as “RailTel”) invites EOIs from RailTel’s Empanelled Partners for “Expression of Interest (EOI) for “Supply, Installation, Testing, Commissioning cum Execution of OFC laying and other Associated Works (including Maintenance) for Customer of RailTel (CoR)”.

The details are as under:

SCHEDULE OF EVENTS

1	Date of EOI Floating	01 st June,2026 at 15:00 Hours (T)
2	Last date for submission of Bids against EOI	08 th Jun, 2026 at 15:00 Hours (Through e-nivida portal) (T+7 days)
3	Opening of Bids received against EOI	08 th Jun, 2026 at 15:30 Hours
4	Bidding Stage	Single Stage (Two Packet System)
5	EOI document cost inclusive tax (Non- refundable)	₹ 5,900/-
6	EOI processing fee exclusive tax (Non- refundable)	As per e-Nivida Portal
7	Estimated amount of bid/EOI	Rs. 1,13,53,713 /-(incl. GST)

8	Earnest Money Deposit	EMD - 1% of estimated value (Rupees 1,13,550/-) through online mode along with EOI proposal. Payment Mode: Online Bank Transfer/Demand Draft in favour of "RailTel" Corporation of India Limited, New Delhi" issued by any scheduled commercial bank/Nationalized Bank, valid till the finalization of EOI/RFP/Tender i.e. award of order and till submission of Performance Guarantee of requisite value. EMD deposited by online mode shall not bear any interest.
9	Bid Submission Mode	Online

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

Earnest Money Deposit (EMD)

1. EMD shall be deposited in the form of Online Bank Transfer/Demand Draft only.
2. Bidder needs to share the online payment transfer details like UTR No. date and Bank along with the proposal.
 - i. EMD can be submitted in any of the following form:
 - NEFT/ RTGS: Account Name: RailTel NR Collection Account Bank Name: Union Bank of India Branch Name: Connaught Place Delhi Account Number: 307801010917906 IFSC Code: UBIN0530786 MICR Code: 110026006
 - or
 - Demand Draft: In favour of RailTel Corporation of India Limited payable at New Delhi.
1. Offers not accompanied with EMD shall be summarily rejected.
2. The EMD may be forfeited if a bidder withdraws or amends its/his EoI or impairs or derogates from the EoI in any respect within the period of validity of the EoI or in the case of a successful bidder, if the bidder fails to accept the Purchase order/LOA or fails to furnish performance bank guarantee.

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:

1. Sh. Ankur Mehta, Assistant General Manager/Marketing
Email: ankur.mehta@railtelindia.com
2. Sh. Pushpender Kumar, GM/Marketing
Email: pushpenderkumar@railtelindia.com

Note:

1. The EOI response is invited from eligible Empanelled Partners of RailTel only.
2. All the document must be submitted with proper indexing and page no duly signed and stamped at each page as a token of acceptance of EOI by authorized signatory of the Bidder/Partner.
3. This is an exclusive partnership arrangement with empanelled business associate of RailTel for execution of CoR work as per scope of EOI.
4. Transfer and Sub-letting : The Business Associate has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
5. The selected bidder will have to accept all Terms & Conditions of EOI.
6. No exemption/relaxation is applicable to MSME/Startups.
7. OEM considered by SI for this project have to mandatorily comply all the technical criteria/compliance of EOI and corrigendum(s) issued thereof.
8. Bidder may check the price/commercial bid as per Annexure 4 and if any discrepancy is found, same may be brought in the notice of RCIL immediately.
9. EMD of unsuccessful bidders shall be returned within 10 days from award of work to L-1 bidder. In case of EOI cancellation by RailTel due to administrative reasons, the EMD of all participating bidders shall be returned within 10 days of EOI cancellation by RailTel. EMD of successful bidder (to whom the work shall be awarded) shall be returned within 10 days post submission of PBG (as per EOI terms).

1. About RailTel

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

Equipped with an ISO 9001, 20000-1:2011 & 27000 certification, RailTel offers a wide gamut of managed telecom services to Indian Telecom market including Managed lease lines, Tower 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 "Navratna (Category-I)" PSU is steaming ahead in the enterprise segment with the launch of various services coupled with capacity augmentation in its Core network.

2. Background of EOI

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

RailTel seeks to select a suitable partner for execution of the outdoor Underground OFC laying and other associated works in order to deliver CoR links/business.

RailTel invites bids from RailTel's Empanelled Partners (BA/DSP/SI) for the selection of suitable partner for execution of above-mentioned work for the agreed scope work. The empanelled partner is expected to have excellent execution capability and good understanding of the customer local environment. All bidders are supposed to get familiar themselves for the working environment/practices for execution of the said work

3. Scope of Work

Scope of Work shall be Supply, Installation, Testing and Commissioning including warranty and AMC of OFC, LIU, HDPE Pipe, Joint Enclosers, Route Markers etc. (as per Schedule of items given in commercial bid) for Implementation of a Turnkey Project for Providing connectivity to CoR. Bidder can participate only as a sole bidder and must be RailTel's empanelled partner and will be responsible for all the conditions mentioned in the scope of work.

The bidder shall be responsible for the maintenance of the executed OFC network awarded to the firm for an initial period of 1 year (w.e.f the date of commissioning of work/OFC) which can be further extended based on CoR/RailTel requirements. This shall include but not limited to undertake all required preventive measures of the OFC route, rectification of faults and restoration jobs required for achieving the OFC link availability of highest order. Restoration for OFC cuts shall lie with the bidder at no cost to RailTel for the end-to-end restoration of the network traffic/service.

Preventive Maintenance for Cable Protection not limited to:

Regular patrolling and surveillance of OFC route to have pro-active check to prevent OFC link disruptions. It will be done by dedicated and exclusive team who will not be assigned any other work. Monitoring of jobs undertaken by other agencies in the vicinity of RailTel's fiber network to ensure the safety of RailTel's OFC cable shall also be done by assigned agents of the bidder. Attending to / safe-guarding against any signs of damage or potential damage of RailTel's OFC network, which come to light during patrolling.

Collecting information & accordingly coordinate with other agencies before the execution of work, who shall carry out any work in the vicinity of RailTel's OFC route, to safe-guard against the damages to RailTel's OFC cable. The bidder shall effectively co-ordinate with other agencies associated with CoR working along the RailTel's OFC route to prevent damage to OFC link and the bidder will be held responsible for any cut of the link.

Drains, pipes, cables, overhead wires and similar services encountered in the course of the works shall be guarded by the bidder at his own cost, so that they may continue in full and uninterrupted use to the satisfaction of the owners thereof.

Should any damage be done by the bidder to any AC Power mains, utility pipelines cables or lines (whether above or below ground etc) whether or not shown on the drawings, the bidder must make good or bear the cost of making good the same without delay to the satisfaction of the Engineer.

Bidder shall have at all times during the performance of the work, a competent supervisor on the site. Any instruction given to such Supervisor shall be considered as having been given to the bidder.

The bidder shall employ as many personnel as required to comply with the local rules and administrative orders governing the Working Hours of Employment the contractor shall be responsible for compliance with all statutory requirements including personnel related matters.

Night Work: The contractor shall also work during night time (if allowed by CoR) and is required to complete the work in all respects within the stipulated time. Sufficient lighting arrangements and precautionary steps shall be provided to safeguard the workmen, public and the Railway/CoR/Urban Local Body assets and to afford adequate facilities for properly placing and inspecting the material and the work when the night work is in progress.

In case of any discrepancy or ambiguity in any clause / specification pertaining to scope of work area, the same may be referred to appropriate authorities of EOI in writing.

Special Note: RailTel may retain some portion of the work mentioned in the EOI at any stage as per the written directions of competent authority, where RailTel has competence so that overall work execution may be done on a faster pace to meet customer delivery requirements.

Stage-I : Technical Bid :

All documents like proposed methodology, MAF of major/all components(if asked in EOI), Technical Compliance Documents, Technical Solution Proposed and Eligibility criteria documents shall be covered in this stage

Stage-II: Financial Bid:

- i. The bids should be strictly as per Annexure-IV of EOI for financial quote

- ii. For the opened bid as per outcome of Technical bid, the bidder will be selected on the lowest quote (L-1) basis for complete 'Scope of Work as per SOR' as mentioned in the EOI document and Physical documents of technical specifications , subject to the respective overall bid is in compliance to the requirements of this EOI. The so selected partner will be termed as 'Commercially Suitable Partner (hereafter referred to as 'CSP')'. It is re-mentioned, that the final selection of CSP will be on the L-1 basis only. Further, RailTel reserves the right to have negotiation with the CSP.

4. Eligibility Criteria for Interested Bidders

SN	Eligibility Criteria	Documentary Proof
1	The interested Bidder/Partner should be an Empanelled Partner with RailTel on the last date of bid submission of EOI.	a) Copy of Empanelment letter/Empanelment Renewal issued by RailTel.
2	The Bidder/Partner should be: a) A company incorporated in India under the Companies Act, 1956 / 2013, and subsequent amendments thereto or any constitution of the firm as applicable. b) Registered with GST Authorities in India. c) Should have been operating in India till/up to the date of online submission of bid (including name change / impact of mergers or acquisitions).	Following documents shall be furnished by the Bidder/Partner duly signed by its authorized signatory: - Copy of Certificates of Incorporation/Business Transfer Agreement/Merger Documents (If Applicable). - Power of Attorney/Board Resolution to Authorize Signatory as per Annexure-08. - Copy of PAN and Copy of Registration Certificates with GST Authorities.

3	1. The Minimum Cumulative Turnover of the firm should be atleast 150% of estimated value of EOI ,during the last three consecutive financial years (2022-23, 2023-24 & 2024-25). 2. The Bidder must have a positive net worth.	Following documents shall be furnished by the Bidder/Partner: 1. Chartered Accountant (CA) Certificate along with UDIN number clearly specifying the Cumulative Annual Turnover & Net worth for the last 03 Financial Years (i.e. 2022- 23, 2023-24 & 2024-25). 2. Audited Balance Sheet and Profit/Loss Account of Financial Years FYs 2022- 23, 2023-24 & 2024-25 should also be enclosed.
4	The Tenderer/bidder must have successfully completed any one of the following categories of work(s) in India during last 03 (three) financial years, ending last day of month previous to the one in which tender is invited: (i) Three similar works each costing not less than the amount equal to 15% of advertised estimated EOI value or (ii) Two similar works each costing not less than the amount equal to 20% of advertised estimated EOI value, or (iii) One similar work each costing not less than the amount equal to 35% of advertised estimated EOI value. Similar Work Definition: Any work/project in connection with: • OFC laying project. - or • Any IT/ITeS/Telecom Work.	Following documents shall be furnished by the Bidder: a) Copy of Relevant Work Order. b) Completion Certificate from client on client's letter head duly signed by client in the name of the bidder. c) If client is a private company and end customer is State/UT/Central Govt. department/PSUs - Client certificate (Private Company) clearly mentioning end customer name and address, scope of work and cost of work. RailTel/CoR has the right to verify the credentials from end customer. Note: - The PO/ Work order/ contracts / letter that shall be considered should be in the name of the bidder and clearly mentioning the scope of work. Project should have been successfully completed (as per definition of completion below) in the last three financial years and including current Financial Year in India from the date of online submission of bid i.e., Completion certificate date showing Project is implemented/installed/Go-Live/Commissioned (as per definition of completion below) must be within the last Three financial years and including current Financial Year counted backwards from date of online submission of bid irrespective of the date of Purchase/Work Order/Agreement. Completion means: Project should have been successfully completed or ongoing having Go-LIVE or successful commissioned.

5	EOI fee and EMD shall be deposited by the bidder.	1. Proof EOI Fee & EMD submission 2. BG Format for EMD is mentioned at Appendix-7
6	Bidder/Partner should not have been blacklisted by RAILTEL or any State/UT/Central Govt. department or its agencies, autonomous bodies, PSUs, reputed organizations at the time of bidding.	Self-Certified letter (As per Non- Blacklisting "Annexure – 11") duly signed by authorised signatory
7	Every document in the technical bid should be duly stamped with signature by the Bidder/Partner.	Bidder/Partner to ensure the same
8	i) The interested bidder should not be seeking / extending / exploring similar arrangements / engagements with any other organization except RailTel. ii) If bidder does not execute the work within a period of 4 months from allotment of work and post ROW clearances/permissions from civic authorities, it may be blacklisted and barred from any participation in Future EOIs of RCIL. However, for any specific issue/constraint beyond the purview/control of bidder, appropriate D.O.C extension may be granted by RCIL considering merit of situation.	Undertaking on letterhead to be submitted.
9	The interested Bidder/Partner should submit undertaking that they are 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.	Undertaking on letterhead to be submitted as per Appendix-2

10	The interested Bidder/Partner should submit undertaking that there is not any ongoing or past, arbitration case(s) between 'RailTel or Organizations under Indian Railways' and 'Interested Bidder/Partner' on the last date of submission of EOI.	Undertaking on letterhead to be submitted
11	Undertaking in the form of Affidavit as mentioned at Appendix-5 shall be submitted by the Bidder/Partner along with Technical bid. Without this the bid Will be summarily rejected.	Undertaking Affidavit to be submitted as per Appendix -5
12	The interested Bidder/Partner shall not have a conflict of interest with one or more bidding parties. Participation of interested Bidder/Partner(s) with a conflict-of-interest situation will result in the disqualification of all bids in which it is involved. A Bidder/Partner may be in a conflict of interest with one or more parties if including but not limited to : Have controlling shareholders as his/her family members viz. spouse, son, daughter, father, mother or brother etc. in common or; 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.	Undertaking on letterhead to be submitted
13	The eligible bidder has to mandatorily provide/submit Technical Solution/ Technical Compliance & Manufacture Authorization Form (MAF) from OEMs that shall be quoted in this EOI . Same shall be provided/submitted alongwith EOI response in the name of bidder. The MAF should be in the letterhead of OEM. All passive should be from single OEM.	Undertaking on letterhead to be submitted alongwith supporting documents.

14	Bidder shall submit Make/Model list of supply items to RailTel alongwith EOI response failing which the bid shall be summarily rejected.	Make/Model that are complying Technical Specifications EOI.
15	The bidder shall have local presence in the area/state where they are submitting their EOI response.	i) Electricity bill/GST Certificate showing local presence/Self undertaking.

Note:-

a) **Joint Venture/Consortium is not allowed.**

b) Documentary proof to be submitted along with the bid. The Bidder/Partner must attach valid documents in support to their Technical and Financial capabilities/strength, as mentioned above. Without proper supporting documents, the Bid proposals are liable to be rejected.

c) A bid submitted by a Bidder who has acquired a Company/Division of a company shall also be considered for evaluation if the eligibility and technical evaluation criteria are met jointly by the bidder and the Company/Division acquired. In such cases, Business Transfer Agreement (BTA) or Board resolution of both company or valid order of merger & acquisition from ROC and/or Court.

d) Even though the Bidder/Partners meet the above qualifying criteria, they are subject to disqualification if they have:

- i Made misleading or false representations in the forms, statements and attachment submitted in proof of the qualification requirements; and/or
- ii Record of poor performance such as abandoning the works, not properly completing the contract due to Contractor's failure, litigation history, or financial failures etc.

Note: The interested bidder should submit duly signed and stamped EOI cover letter as per the format mentioned at Annexure-01 of this EOI document, as unconditional submission of meeting the clauses mentioned above, from Clause 4.1 to clause 4.15.

5. Proposal Preparation and Submission Cost

5.1. All participating Bidders/Partners are required to submit their response in hard copy within the prescribed date and time.

5.2. 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. The bidder is also supposed to understand the nature of work and get familiar with working environment of CoR/Urban Local Bodies and also visit the sites mentioned in the SOR(if required), before bidding.

6. Amendment to EOI Document

6.1. 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.

7. Bid Validity Period

7.1. Bid of Interested partners shall remain valid for the period of 90 days from the last date of submission of EOI, as mentioned in this EOI document.

7.2. RailTel may request for an extension of the period of validity. The validity of the 'EMD' should also be suitably extended if called upon to do so by RailTel. The request and the responses thereto shall be made in writing through e-mail communication only.

8. Right to Terminate the Process

8.1. 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.

9. Language of Bid

9.1. 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.

9.2. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Authorised Signatory of the interested partner.

10. Submission of Bid

10.1. The interested bidder should take into account 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.

10.2. Interested bidders in their own interest are advised to submit the EOI response well in time before the last date and hence to avoid any inconvenience at the last moment.

10.3. An Organization / Interested Bidder can submit only 'One EOI Response'. Submission of multiple EOI Response by interested bidder(s) may lead to rejection of all of its bid.

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

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

12. Notification of Award:

- 12.1 Subject to this Clause, RailTel will award the Contract to the Bidder/Partner whose bid has been determined to be technically responsive by the evaluation committee and who has offered the lowest evaluated bid price.
- 12.2 In the eventuality of failure on the part of the Successful Bidder/Partner to submit the performance security (PBG) within the stipulated time, the Bidder/Partner shall be debarred in future from participating in all the Bids from any Government owned agency/ corporation/Employer/special purpose vehicle, for three years and will be recommended for blacklisting by the competent Employer.
- 12.3 The Bidder/Partner, whose Bid has been accepted, shall be notified as successful Bidder/Partner by RailTel prior to expiration of the Bid validity period by e-mail/courier. This letter (hereinafter and in the Conditions of Contract called the "**Letter of Intent (LoI)**") will state the sum that RailTel will pay to the Bidder/Partner in consideration of the execution, completion and remedying defects of the Works by the Selected Bidder/Partner as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 12.4 **Upon the issue of LOI by RailTel to successful Bidder/Partner, the Performance Security (PBG) will be submitted by the successful bidder/partner within 15 days of LOI date.**
- 12.5 A Detailed Project Plan including but not limited to Project Organization, Project Management, Project Risk Management, Key Objectives, Project Delivery Schedule, Acceptance Test Plans, Communication Structure, Helpdesk Management, Monitoring and Reporting, Roles and Responsibilities, Exit Management Plan, Processes and Tool Sets used for quality assurance, security

in accordance with the industry best practices, shall be submitted within 15 days from the date of LOI issued by RailTel for further submission to CoR.

- 12.6 The Contract Agreement shall be signed between RailTel and the successful Bidder/Partner in the office of the RailTel within 20 days following the issue of the Letter of Intent, on successful submission of Performance Security as mentioned in the EOI Document.
- 12.7 The notification of award /issue of LOA will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions mentioned in the RFP within 15 days of issue of letter of intent.

13. Payment Terms:

- 13.1. 90% payment of all supply items (OFC, Rack & Duct) shall be released within 15 days after submission of invoice & supporting documents post receipt of material and site inspection by the respective incharge /person of RailTel. Remaining payment of 10% shall be released after completion of OFC laying works and site/route acceptance by respective incharge /person of RailTel.
- 13.2. Based on the execution of work at site duly certified by field official/person of RailTel, running payments of the work will be released to the firm upon actual execution at site /jointly signed work measurement report.
- 13.3. 100% running payment of the OFC execution works (like HDD/Trenching/Blowing/Ducting/ Concreting etc.) shall be released within 15 days after submission of invoice as mentioned in 13.2 above.
- 13.4. The payment of Maintenance charges shall be paid on quarterly arrear basis duly certified by respective incharge/person of RailTel.
- 13.5. Documents list required at the time of payment/invoice submission by selected Bidder/Partner shall be:-
 - i PO copy issued to selected vendor.
 - ii Submission/Declaration of applicable BG amount against PO issued to selected Bidder/Partner/vendor (PBG Original).

- iii Original Invoice for the service/works/period claimed.
- iv TDS declaration.
- v Bill Passing Authority shall be GM/Marketing and Bill Paying Authority shall be JGM/F
- vi Proof of GST payment.
- vii Warranty Certificate, Insurance Cover Policy document as per clause 31, Delivery challan, E-way bill copy alongwith Inspection cum material receiving certificate, OTDR reports & joint measurement certifications / work completion certificate jointly signed (as applicable).

13.6. No advance will be given to selected BA/SI. Payment shall be released after proper verification of supply items/services duly certified by respective incharge/person of RailTel.

14. Performance Bank Guarantee (PBG)

- 14.1 The successful CSP /partner shall at its own expense, deposit with department, within fifteen(15) days of the notification of award (done through issuance of the Purchase Order / Work Order etc.) and communicated through email, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized/ Commercial Scheduled Indian Bank as per the format enclosed in this EOI, payable on demand, for the due performance and fulfilment of the contract by the CSP. This PBG will be for an amount of '5 (%)' of the Total Contract Value till the successful execution of work (incl. warranty period) in accordance with the Conditions of Contract. All charges whatsoever such as premium, commission, etc. with respect to the PBG shall be borne by the CSP. Besides, if the total BG amount comes upto Rs. 05 Lakhs, then same may be deposited through DD/RTGS/NEFT. Along with submission of PBG, CSP needs to submit PBG issuing bank's SFMS report. The SFMS report is also to be submitted in case of renewal / extension of PBG. If bidder fails to submit within 15 days, then the submission shall be approved by competent accepting authority of the EOI/Tender till 30 days from LOI date.
- 14.2 The PBG should have validity for a period of 120 days beyond the date of validity of the contract i.e 4 months after the expiry of the maintenance period of 1 Year after Go-Live. The PBG may be discharged / returned by RailTel upon being satisfied that there has been due performance of the obligations of the CSP under the contract. However, no interest shall be payable on the PBG. In the event, CSP being unable to service the contract for whatsoever reason, RailTel would invoke the PBG at its discern. Notwithstanding and without prejudice to any rights whatsoever of RailTel under the contract in the matter, the proceeds of the PBG shall be payable to RailTel as compensation for any loss resulting from the CSP's failure to complete its obligations under the contract. RailTel shall notify the CSP in writing of the exercise of its right to

receive such compensation within 14 days, indicating the contractual obligation(s) for which the CSP is in default.

- 14.3 RailTel shall also be entitled to make recoveries from the CSP's bills, PBG or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- 14.4 If the service period gets extended by virtue of extension of same by RailTel, PBG should also be extended accordingly.
- 14.5 During the contract period, RailTel may issue Purchase Order(s) for the additional services required by RailTel. In such scenario(s) also, Clause No. 14.1. to Clause No. 14.4. are to be followed by the CSP.
- 14.6 Failure of the successful Bidder to comply with the requirement of the above Clause shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD. Penal interest of 15% shall be applicable after 30 days of non-submission from the date of LOI/LOA/PO.
- 14.7 Performance Bank Guarantee has to be confirmed with Structured Financial Massaging System (SFMS) confirmation from the issuing Bank in favor of RailTel. In case of Fixed Deposit, lien in favor of RailTel is to be ensured. BG SFMS Confirmation may be sent to ICICI Bank Account No. 000705049999, Branch Bank IFSC Code No. ICIC0000007 pertaining to RailTel Corporation of India Limited.

15. Details of Commercial Bid/Financial Bid

- 15.1 Successful bidder/Partner which shall emerge L-1 or lowest bidder shall be called "Commercially Suitable Partner" (CSP).
- 15.2 Interested partner should submit commercial bid strictly as per the format mentioned in the EOI.
- 15.3 The commercial bid should clearly bring out the cost of the services with detailed break-up of taxes.
- 15.4 The rates mentioned in the commercial bid of the CSP will form basis of commercial transaction between RailTel and Bidder/Partner.
- 15.5 The quantity of 'Line Items' may vary at the time of placing of Purchase Order or during the Contract Period, as communicated by RailTel. In such scenarios, the 'Per Unit' cost will be considered to arrive on contractual amount between RailTel and CSP.
- 15.6 It is also possible that RailTel 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. Per Unit Rate inclusive of Taxes shall be taken for such reference.

15.7 It is also possible that during the contract period, RailTel may raise Purchase Order to CSP for the line items (and respective quantities). In such scenario, RailTel at its sole discretion, may extend the scope of the contract with CSP by placing order to selected bidder as per requirement of RailTel.

15.8 The Selected Service Provider shall ensure that the OEMs supply equipment or components including associated accessories and software required and shall support the Selected Service Provider in the installation, commissioning, integration, and maintenance of these components during the entire period of contract. The Selected Service Provider shall ensure that the OEMs supply the software applications and shall support in the installation or deployment, integration, roll-out and maintenance of these applications during the entire period of contract. It must clearly be understood by the Selected Service Provider that warranty and AMC of the system, products and services incorporated as part of system would commence from the day of Go-Live site-wise.

16. Duration of the Contract Period

16.1 The contract duration shall be One (01) Year from the date of Go-Live cum completion of OFC laying works initially. However, the period of contract can be increased further as per continuation of the links/services beyond 1 Year period or as decided by CoR/RailTel.

17. Delivery Period/Work Completion Timelines:

17.1 All the works (including supply, installation, commissioning etc.) are to be completed within 4 months from date of issue of LOA/LOI from RailTel and clearance of ROW permission at site by civic authorities. The permission from civic authorities shall be arranged by RailTel field incharges. However, the selected BA/CSP has to closely coordinate with RailTel field officials for getting the permission for fiber laying.

17.2 It may please be noted by the work is of critical and strategic in nature and

timely completion of the work is most essential. Therefore, the selected CSP is required to deploy manpower and machinery parallelly.

- 17.3 The D.O.C can be extended further (with or without LD) considering the constraints faced by the CSP alongwith recommendations of RailTel official/person.
- 17.4 The Service Provider shall bear the cost for packing, transport, insurance, and delivery of all the goods as applicable for this project at all locations identified by the RailTel.
- 17.5 The Goods supplied under this Contract shall conform to the standards mentioned in the RFP, and, when no applicable standard is mentioned, to the authoritative standards; such standard shall be approved by Purchaser.
- 17.6 The firm may be blacklisted in case of poor performance and non-delivery of services/works within stipulated timelines. In such case, RailTel reserves the right to award the balance/pending work to other/adjacent CSP in order to complete the work of customer/RailTel within stringent timelines as desired by CoR.
- 17.7 To ensure that work is progressing as per the required timelines, the CSP/Partner needs to deploy proper manpower at their office who will send the periodic work updates to RailTel Officer Incharge.
- 17.8 If any firm gets terminated /blacklisted, their PBG will be forfeited and their empanelment in RailTel may also be cancelled.

18. Project Plan

- 18.1 Within 07 (seven) calendar days of effective date of the contract/ notification of Award, Service Provider shall submit to the Purchaser for its approval a detailed Project Plan with details of the project showing the sequence, procedure, and method in which he proposes to carry out the works. The Plan so submitted by Service Provider shall conform to the requirements and timelines specified in the Contract. The Purchaser and Service Provider shall discuss and agree upon the work procedures to be followed for effective execution of the works, which Service Provider intends to deploy and shall be clearly specified. The Project Plan shall include but not limited to project organization, communication structure, proposed staffing, roles and responsibilities, processes and tool sets to be used for quality assurance, security and confidentiality practices in accordance with industry best practices, project plan and delivery schedule in accordance with the Contract. Approval by the Purchaser's Representative of the Project Plan shall not relieve Service Provider of any of his duties or responsibilities under the

Contract.

If Service Provider's work plans necessitate a disruption/ shutdown in Purchaser's operation, the plan shall be mutually discussed and developed to keep such disruption/shutdown to the barest unavoidable minimum. Any time and cost arising due to failure of Service Provider to develop/adhere such a work plan shall be to the Service Provider's account.

19. 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.

20. Suspension, Revocation or Termination of Contract/ Agreement

- 20.1. RailTel reserves the right to suspend the operation of the contract/agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities, in such a situation, RailTel shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the contract / agreement will not be a cause or ground for extension of the period of the contract / agreement and suspension period will be taken as period spent. During this period, no charges for the use of the facility of the CSP shall be payable by RailTel.
- 20.2. RailTel may, without prejudice to any other remedy available for the breach of any conditions of agreements, by a written notice of Three (03) month or as per CoR tender condition whichever is earlier issued to the CSP, terminate/or suspend the contract / agreement under any of the following circumstances:
 - a) The CSP failing to perform any obligation(s) under the contract/agreement.
 - b) The CSP failing to rectify, within the time prescribed, any defect as may be pointed out by RailTel.
 - c) Non adherence to Service Level Agreements (SLA) which RailTel has committed to CoR for the pertinent tender.
 - d) The CSP going into liquidation or ordered to be wound up by competent

authority.

- e) If the CSP is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to RailTel in writing. In that case, the written notice can be modified by RailTel as deemed fit under the circumstances. RailTel may either decide to issue a termination notice or to continue the agreement by suitably modifying the conditions, as deemed fit under the circumstances.
- f) It shall be the responsibility of the CSP to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of contract / agreement is pending and if the Quality of Performance of Solution is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of which CSP's PBG related to contract / agreement along with PBG related to the Empanelment Agreement with RailTel shall be forfeited, without any further notice.
- g) Breach of non-fulfillment of contract / agreement conditions may come to the notice of RailTel through complaints or as a result of the regular monitoring. Wherever considered appropriate RailTel may conduct an inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the successful bidder or not. The CSP shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry. In case of default by the CSP in successful implementation and thereafter maintenance of services / works as per the conditions mentioned in this EOI document, the PBG(s) of CSP available with RailTel can be forfeited.

21. 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.

22. Governing Laws

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

23. Statutory Compliance

- 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 there from and/or related thereto.

24. 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.

25. Severability

In the event any provision of this EOI and subsequent contract with CSP is held invalid or not enforceable by a court of competent jurisdiction, such provision shall be considered separately and such determination shall not invalidate the other provisions

of the contract and Annexure/s which will be in full force and effect.

26. Force Majeure

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

27. Indemnity

- 28.1 The CSP agrees to indemnify and hold harmless RailTel, its officers, employees and agents (each an "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from :
- a) Any mis-statement or any breach of any representation or warranty made by CSP
or

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

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

28. Limitation of Liability towards RailTel

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

29. 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:

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

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.

30. Assignment

Neither this contract nor any of the rights, interests or obligations under this contract shall be assigned, in whole or in part, by operation of law or otherwise by any of the

Parties without the prior written consent of each of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this contract will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

31. Insurance

Transit Insurance is the responsibility of the bidder till the supply is received in the nearest store to RailTel. From RailTel store till the , transit charges and insurance shall also be borne by the respective bidder. The CSP agrees to take insurances to cover all the elements of the supply under this EOI including but not limited to Manpower, Hardware, Software etc pertaining to their Scope of work. Transit Insurance and Project Insurance Policy shall be part of EOI and same insurance policy cover needs to be submitted by successful bidder at the time of release of payment. The insurance policy shall cover the entire material purchased under the project including installation cost.

32. Exit Management

32.1 Exit Management Purpose

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

32.2 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) :

- a) Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to the project, project's customized source code(if any) ; any other data and confidential

information created as part of or is related to this contract;

- b) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RailTel and its nominated agencies, or its replacing vendor to carry out due diligence in order to transition the provision of the services to RailTel or its nominated agencies, or its replacing vendor (as the case may be).

32.3 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 there placing 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.

32.4 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.

33. Waiver

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

34. Changes in Contract Agreement

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

35. Deviations

The Bidder may submit their deviations to the contents of the RFP document in the format prescribed in Appendix- 9.

36. Liquidated Damages

36.1 If the Seller service Provider fails to deliver any or all of the Goods/Services and installation within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/ recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid,@ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

36.2 Time is the essence of the Project and the delivery dates are binding on the Service Provider. In the event of delay or any gross negligence in implementation of the project before Go-Live, for causes solely attributable to the Service Provider, in meeting the deliverables, the Purchaser shall be entitled at its option to recover from the Service Provider as agreed, liquidated damages, shall be levied. Purchaser reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Purchaser to the Service Provider. Liquidated damages will be calculated on per week basis.

Any such recovery or liquidated damages shall not in any way relieve the Service Provider from any of its obligations to complete the Work or from any other obligations and liabilities under the Contract.

Delay not attributable to the Service Provider will be considered for exclusion for computing liquidated damages. However, the same may be done at the sole discretion of RailTel.

36.3 In the event of failure by the Successful Service Provider to fulfil the delivery conditions, Purchaser at its discretion may initiate any of the actions as given below:

- a) Additional resources will be requested for speeding up the work.
- b) Liquidated Damages will be levied.
- c) Contract with the Successful Service Provider may be terminated as per the Termination clause.

d) Any other action as may be deemed fit in the best interest of the Purchaser.

37. Quantum of LD:

While granting extension of the delivery period, where the delivery of stores or any instalment thereof is accepted after expiry of the original delivery period, the purchaser shall recover from the Firm, as agreed, the Liquidate Damage of the sum of 0.5 (Half) percent of the contract Price of the delayed/undelivered stores/services including installation mentioned above for every week of delay or part of a week. The total damages shall not exceed 10 (Ten) per cent of value of delayed goods. Same shall be as per CoR deduction to RailTel on actuals. In case, no deduction by CoR, same i.e. LD shall not be levied to the selected bidder.

38. SERVICE LEVEL AGREEMENTS (SLAs):

SLA shall become the part of Agreement between RailTel and the Successful Bidder/Partner. SLA defines the terms of the Successful Bidder/Partner's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in this section. The Successful Bidder/Partner shall comply with Service Levels requirements to ensure adherence to project timelines, quality and availability of services. The Successful Bidder/Partner shall provision for Hardware/ Software/ Automated Tools to monitor all the SLAs mentioned in the EOI. Penalties shall not be levied in the following cases:

- a. There is a Force Majeure event effecting the SLA which is beyond the control of the Successful Bidder/Partner.
- b. The non-compliance to the SLA is due to reasons beyond the control of the Bidder/Partner.
- c. SLA shall be applicable for AMC only. Bimonthly cumulative repair time shall be 06 Hrs and for billing calculation shall be prorata basis
- d. The SLA penalty beyond this shall be as below:

In case MTTR exceeds the prescribed restoration time, Rs 5000/- per 2 Hours or part thereof shall be deducted from running bills.

Note:

- i. Theft cases by default would not be considered as "beyond the control of Bidder/Partner". However, certain cases, based on circumstances and certain locations, RailTel/ End User Department may agree to qualify as "beyond the control

- of Bidder/Partner”.
- ii. Power shut down (less than 1 hour) would not be considered as “beyond the control of Bidder/Partner”.
 - iii. Damages due to road accident/ mishap will be considered as “beyond the control of Bidder/Partner”.
 - iv. Bidder/Partner is also required to note that in case of SLAs not being made applicable for cases considered as “beyond the control of Bidder/Partners”, the Bidder/Partner would still need to replace the component (if it is not functional as per SLA) within the SLA defined for resolution of Critical level/Medium level/Low level issues. In case the Bidder/Partner doesn’t adhere to the Issue Resolution SLA timelines, the original SLA shall be made applicable.

39. Contract/Quantity Variation Clause:

Within the period of contract, in case RailTel wishes to increase/decrease the scope of work, then same shall be applicable to the CSP or L-1 bidder. The variation in quantities upto implementation/project delivery stage shall be restricted upto 50% (on overall contract value incl. GST and not item-wise).

Post execution/delivery of the project by L1 bidder/successful bidder, in case, RailTel wishes to extend the contract beyond the period as stipulated or wants to execute some additional work under the project or as per site conditions, then RailTel may further approach the CSP or L-1 bidder/successful bidder for negotiation of the rates quoted by the Successful bidder/Partner. Post negotiation, Contract may be extended after seeking approval of the competent authority in RailTel. Further , RailTel has right to add or delete new items in the SOR if required at site to meet the end objective. The Initial maintenance period of 1 Year (post Go-Live) may be extended further as per discretion of RailTel/CoR.

Annexure-01**EOI COVER LETTER**

(On Organization Letter Head)

Bid Ref No.:

Date:

To,
GM/Mktg
RailTel Corporation of India Limited,
Shastri Park, Delhi-110053

Ref: 1. RCIL/NR /EOI/AFS-BTI/2026-27 dated 01st June, 2026.

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 4.15) 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 may be accepted by you at any time before the expiration of that period.
3. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Commercially Suitable Partner (CSP) for the aforesaid Service, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.

4. I undertake, if our Bid is accepted, to commence our services as per scope of work as specified in the contract document.
5. Until a formal Purchase Order or Contract is prepared and executed, this Bid and supplement / additional documents submitted (if any), together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. I hereby undertake and give unconditional acceptance for compliance of all terms & conditions of this EOI based customer's requirement.
7. I hereby undertake that there will be no deviation from the Terms and Conditions of EOI.
8. It is undertaken that all contents of the bid & documents submitted are genuine and Bidder/Partner shall be liable for penal action as per Government of India norms, if deviation is found at any stage during the contract.
9. I hereby undertake that SLAs as applicable in EOI shall be applicable to our firm and payments shall be released to our organization after deduction of applicable penalties as per EOI conditions from our firm's bills submitted to RailTel for the said work.
10. Within 15 days of receipt of the LOI, the successful Bidder shall sign the Contract and return it to the Purchaser i.e. RailTel.
11. It is undertaken that EMD has been deposited along with EOI Bid Proposal.

Signature of Authorised Signatory

Name

Designation

Annexure-02**Local Content Compliance**

(On Organization Letter Head)

Bid Ref No.:

Date:

To,
GM/Mktg
RailTel Corporation of India
Limited,
Shastri Park, Delhi-110053

Ref: 1. RCIL/NR /EOI/AFS-BTI/2026-27 dated 01st June, 2026.

Dear Sir/Ma'm,

I, the undersigned, on behalf of M/s , hereby submits that our technical solution for the 'Scope of Work' mentioned under the EoI 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 EoI under reference, as defined under the order No. P-45021/2/2017-PP(BE-II) dt. 04-June-2020 issued by Ministry of Commerce and Industry, Govt. of India.

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

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

Signature of Authorised Signatory

Name

Designation

Annexure-03**CHECKLIST OF DOCUMENTS FOR BID SUBMISSION****Ref: 1. RCIL/NR /EOI/AFS-BTI/2026-27 dated 01st June, 2026.**

S. No.	Document
1	EOI Cover Letter (<i>Annexure-01</i>)
2	Local Content Compliance & Percentage Amount (<i>Annexure-02</i>)
3	EMD & Tender Fee <i>as per EOI document</i>
4	This EOI copy duly Signed and Stamped by the Authorised Signatory of Bidder/Partner
5	All Annexures and Appendix(s) as applicable as per EOI No.: RCIL/NR /EOI/AFS-BTI/2026-27 dated 1st June, 2026
6	Compliance of eligibility criteria related documents as per Clause 4
7	Any relevant document found suitable by Bidder/Partner

Note:

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

Annexure-04**Commercial Bid**

(On Organization Letter Head)

Bid Ref No.:

Date:

To,

GM/Mktg

RailTel Corporation of India Limited,

Shastri Park, Delhi-110053

Ref: 1. RCIL/NR /EOI/AFS-BTI/2026-27 dated 01st June, 2026.

SN	Item Description	UOM	RCIL POP to AFS Bhathinda	Unit Rate (Without GST)	Total Amount (Excl. Tax)
	Total Length (In KM)		20		
	Service Items				
1	Trenching to a depth of 1 mtr and appropriate width for pipe/duct/cable and backfilling after laying OFC for all soil types.	Meter	6000	119.53	717180
2	Cutting of hard rock at a depth of 0.3 meter for laying of HDPE Duct.	Meter	0	240.59	0
3	Concreting is to be done in rocky areas where OFC is to be protected and to keep the route marker in position . The ratio of cement sand and metal should be 1:3:6 . The depth is 0.15 meter and width is 0.3 mtrs.	CM3	4	4,517.95	18071.8
4	Horizontal Directional Drilling (HDD) by Machine at a approximately depth of 1.65/1.2 m or more below the formation level of the earth including insertion of DWC/HDPE pipes along with couplings etc.	Meter	14000	420.95	5893300

5	Trenchless boring- Horizontal direction drilling by using manual punching method for laying of HDPE duct(40/33 mm dia)	Meter	0	126.09	0
6	Laying of HDPE duct intrenches. Supply and pulling of nylon rope through it.	Meter	6250	9.16	57250
7	Laying of OFC/ QUAD Cable in trench and through HDPE/GI/RCC pipes where ever necessary (Blowing & Drawing).	Meter	22000	11.55	254100
8	Supply & Installation of optical Fibre splicing (joint) Enclosure (24F) for loose tube to complete with all accessories	No.	8	4,869.30	38954.4
9	Supply and Fixing of cable RCC markers as per Drawing.	No.	200	316.27	63254
10	Transportation of material from Store to Site and vice versa (it includes loading & un loading of all Materials along with labour cost and un-used materials to be returned to stores).	Lumpsum	2	8,955.69	17911.38
11	Supply and laying of 50mm dia GI pipe ISI 1239 medium grade with hole drilled as an antitheft measure coupling etc	Meter	400	422.62	169048
12	Supply transportation, and laying of Double (DWC)- Pipe/duct in the cable trench	Meter	0	100.76	0
13	Breaking of pucca RCC Road & Digging of Cross Pit as per drawing (Extra deployment of Jack hammer for excavation)	Meter	0	40.05	0
14	Supply of 12 Fiber FMS (SC-APC Type) and all accessories required for installation	No.	0	3,384.00	0
15	Supply and Installtion of Rack Mounted Fiber Management system 19 " with all installtion material, Splicing of 2X24 fiber of cable with all connectors & accessories.	No.	4	15,220.02	60880.08
16	Clamping of 40mm dia. HDPE duct on wall/ pole etc in building, GI clamps	Meter	100	18.07	1807

17	Excavation of jointing pit/Encloser with out damaging the fiber and provision of joint chamber of 1.1 mtr dia , 60 Cm height and 50 mm	No.	0	1,809.96	0
18	Supply & installation of Conical manhole/Concrete Ring Chamber with Top Lid	No.	7	6,200.00	43400
19	ROW Liasioning Charges	Kilometer	20	609.91	12198.2
20	Final Testing & Commissioning (hop-wise as well as end-to-end) as per instructions of Officer incharge of Site with one set of soft copy of test report and as built route plan in A3 size.	Lumpsum	2	25,205.24	50410.48
21	Providing dry sand in FRP/RCC joint chambers up to 400mm height	Nos.	7	690.51	4833.57
22	Repair of existing OFC Terminal Joint (24 Fibre). This includes Splicing of all the 24 Fibres./dropping of fibre/pigtail as required.	Nos.	0	3,435.33	0
23	Splicing (For Termination of 12F FMS & Intermediate Joint of 12F cable inside/outside campus	Lumpsum	96	38.03	3650.88
24	Drawing of Armored/non armored 6/8/12F OFC with sufficient ground clearance (to avoid intemrption of cable by over consignment truck) with suitable binding arrangement (messenger). After completion of drawing of OFC, all the 6/8/12 fibers should be tested. If any break/high loss even observed, the same shall be rectified by the agency without extra cost. This inciudes supply of 6/8/12F over head cable and other consumable required to draw.	Meter	0	36.59	0
	Supply Items				
25	Supply of 12F Single mode Fibre Cable	Meter	0	25	0
26	Supply of 24 fiber Armoured OFC cable.	Meter	22000	43.44	955680

27	Supply of Permanently Lubricated HDPE Telecom duct to use as underground optical fibre cable conduits size 40/33 and accessories as per TEC.	Meter	21000	49.9142	1048198.2
28	Rack 19" (27 U)	No.	1	28,525.82	28525.82
	AMC				
29	Maintenance of Laid OFC for 1 Year (monthly rate of Rs. 153451.41 divided by 116.102 Km = Rs 15860.28 /Km/Year	Kilometer	20	8,977.32	183137.328
	Total Cost in Rs. (SN. 1-31)		-		96,21,791.14
GST @ 18%					17,31,922.4
Total with GST					1,13,53,713.5
%above/below/at par					X%
Quoted Price with GST					

Notes:

1. All prices should be mentioned in INR (Rs.).
2. The commercial bid should be neatly typed and any cutting, overwriting or manual entry may lead to rejection of bid.
3. The L-1 (CSP) will be decided based on lowest grand total price (Inclusive of All Taxes, Levies etc.).
4. SOR is indicative in nature and actual quantity required at site may vary, as certified by RailTel official/person.
5. Restoration of site in case of any damage during the course of OFC laying and associated works at site shall be the responsibility of bidder at no cost to RailTel.
6. If selected CSP/bidder (to whom the work will be awarded) fails to execute the work within stipulated timelines(4 Months from issue/receipt of ROW permission), then RailTel reserves the right to award the part/pending work to other partners/ L2 partner as per its discretion.
7. Supply items shall be delivered at RailTel POP/station as decided by RailTel field incharge. Any quantity of supply items(OFC/JC/Duct etc.) that is left

unutilized/not used/not required during the course of execution/post execution shall remain the property of RailTel and the same needs to be deposited by the successful bidder at nearest RailTel POP/store at no cost to RailTel, as decided by RailTel field incharge.

8. L1 shall be decided on the basis of lowest quote by the bidder.
9. In case of any calculation error, Grand Total Price (Inclusive of All Taxes, Levies etc.) mentioned in words will be considered for further reference purposes.
10. Commercial bid should be submitted in a separate envelope other than containing technical bid, else bid shall be summarily rejected.
11. Item wise value with cost break up needs to be submitted by the bidder, if required by RailTel.
12. Quoted prices shall be inclusive of cost of Warranty, Licenses, Insurance, Installation and Commissioning cost along with all required IT and Non-IT accessories, Spares to meet SLAs, Support including but not limited to spares, patches, upgrades for the quoted products shall be available for complete project duration as per the scope mentioned in the EOI and duration of contract agreement.
13. Any variation in rates of items during execution of the project during any reason except reasons mentioned Force Majeure shall be the responsibility of L1 bidder at no cost to RailTel.

Signature of Authorised Signatory

Name

Designation

(To be signed by L1 bidder)

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On Stamp Paper of ₹ One Hundred)

To,

GM/Mktg

RailTel Corporation of India Limited,
Shastri Park, Delhi-110053

Ref: 1. RCIL/NR /EOI/AFS-BTI/2026-27 dated 01st June, 2026.

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

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

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

4. We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before.....(03 years from Go-Live). 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 or to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

Dated the.....Day of.....2025 for..... (Name of Bank)

In the presence of Witnesses:

1. Signature with Date

Name

2. Signature with Date

Name

Encl: SFMS PBG Report

Annexure-06:**Non-Disclosure Undertaking (NDU) Format (On Letter Head)****NON-DISCLOSURE UNDERTAKING**

To,
GM/Mktg
RailTel Corporation of India Limited,
Shastri Park, Delhi-110053

Ref: 1. RCIL/NR /EOI/AFS-BTI/2026-27 dated 01st June, 2026.

(Hereinafter referred to as "RailTel" or "Disclosing Party" "Tender Floating Agency")

We, _____(CIN:), a company duly incorporated under the Companies Act, 1956 and having its registered office at _____(herein after referred to as the "Bidder/Partner/Receiving Party", which expression shall, unless repugnant to or inconsistent with the context or meaning thereof mean and include its successors and permitted assigns), do here by solemnly declare and state as follows:-

1. We are the Bidder/Partners/Prospective Bidder/Partners for the EOI floated by RailTel for "Supply, Installation, Testing, Commissioning cum Execution of OFC laying and other Associated Works (including Maintenance) for Customer of RailTel (CoR)."
2. We are well aware that the said tender relates to for procurement of services and equipment for defence/high security installations. Hence, being a prospective Bidder/Partner, we agree and acknowledge that it becomes imperative on our part to maintain utmost confidentiality in relation to said tender.
3. We undertake that any information relating to said tender (hereinafter referred to as the Confidential Information) which is or will be disclosed/ divulged by RailTel as a Disclosing Party to us, will be received and treated by us as strictly confidential and we 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.
4. We agree and undertake that we shall use any such information relating to said tender only for the purpose of bidding in the tender and will not use for any other purpose whatsoever.
5. We further undertake that we will disclose such Confidential Information to our employees or Representatives only on a strict "need to know" basis, for the sole purpose of preparation and submission of our Bid subject to such employee or representative being bound by the

confidentiality obligation hereunder. We shall be responsible for any breach of the terms of this Undertaking by us or by any of our employees or Representatives.

6. We undertake that we shall exercise no lesser security or degree of care than we apply to our own Confidential Information of an equivalent nature, but in any event not less than the degree of care which a reasonable person with knowledge of the confidential nature of the information would exercise.
7. We shall ensure that all such Confidential Information is kept safe and secured at all times and is protected from unauthorised access, use, dissemination, copying, theft or leakage.
8. We undertake that we shall at no time, discuss with any person, other than as permitted under this Undertaking, the Confidential Information, or any other matter in connection with, arising out of, the discussions or negotiations in relation to the Bid Process.
9. Without prejudice to any other rights or remedies that RailTel may have, we agree and acknowledge that in the event of a breach or threatened breach of the provisions of this Undertaking, money or damages may not be an adequate remedy for a breach of any of the provisions of this Undertaking and it is reasonable that the RailTel, in addition to any other relief or remedy that it may have, shall also be entitled to the injunctive relief, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Undertaking.
10. In case any loss or damages are incurred by RailTel owing to any breach or threatened breach by us, we undertake to hold RailTel harmless and indemnify in full to RailTel for any such loss.
11. We hereby represent and warrants that we have the requisite power and authority to execute, deliver and perform its obligations under this Undertaking.
12. The terms and conditions of this Undertaking shall inure to the benefit of and be binding upon the successors and permitted assigns of the Parties. The obligations under this Undertaking shall not be assigned or otherwise transferred in whole or in part by either party without the prior written consent of the other parties.
13. The obligation relating to confidentiality under this undertaking shall survive even after award of the project and successful completion of project.

For and on behalf of Authorised Signatory

(To be signed by L1 bidder)

Annexure-07:

Non-Disclosure Agreement (NDA) Format

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “Agreement”) is made and entered into on this ____ day of ____, 2025 (the “Effective Date”) at _____.

By and between

RailTel Corporation of India Limited, (CIN: L64202DL2000GOI107905), a Public Sector Undertaking under Ministry of Railways, Govt. of India, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower -2, East Kidwai Nagar, New Delhi-110023 & Northern Region office at 6th Floor, 3rd Block, Delhi IT Park, Shastri Park, New Delhi - 110053, (hereinafter referred to as 'RailTel'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of the ONE PART,

And

_____) (CIN: _____), a company duly incorporated under _____

the provisions of Companies Act, having its registered office at

_____, (hereinafter referred to as '_____'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of OTHER PART

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

WHEREAS, RailTel and _____, each possesses confidential and proprietary information related to its business activities, including, but not limited to, that information designated as confidential or proprietary under Section 2 of this Agreement, as well as technical and non-technical information, patents, copyrights, trade secrets, know-how, financial data, design details and specifications, engineering, business and marketing strategies and plans, forecasts or plans, pricing strategies, formulas, procurement requirements, vendor and customer lists, inventions, techniques, sketches, drawings, models, processes, apparatus, equipment,

algorithms, software programs, software source documents, product designs and the like, and third party confidential information (collectively, the “Information”);

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

“Supply, Installation, Testing, Commissioning cum Execution of OFC laying and other Associated Works (including Maintenance) for Customer of RailTel (CoR) bearing EOI Ref. No RCIL/NR/EOI/AFS-BTI/2026-27 dated 1st June, 2026.”

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: GM/Marketing

Address: RailTel Corporation of India Limited Shastri Park, Delhi-110053

Phone:

Email.:

Bidder

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 01 years from the effective date (Go-Live/D.O.C) thereof.
- (b) Each party reserves the right in its sole and absolute discretion to terminate this Agreement by giving the other party not less than 30 days' written notice of such termination.
- (c) Notwithstanding the foregoing clause 9 (a) and 9 (b) , Receiving Party agrees that its obligations, shall:
 - (i) In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and
 - (ii) not apply to any materials or information disclosed to it thereafter.

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

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

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

13. Settlement of Disputes:

- (a) The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or 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.UNPULISHED PRICE SENSITIVE INFORMATION (UPSI)

_____ agrees and acknowledges that _____, its Partners, employees, representatives etc., by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall be deemed to be "Connected Persons" within the meaning of SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be

bound by the said regulations while dealing with any confidential and/ or price sensitive information of RailTel. _____ shall always and at all times comply with the obligations and restrictions contained in the said regulations. In terms of the said regulations, _____ shall abide by the restriction on communication, providing or allowing access to any Unpublished Price Sensitive Information (UPSI) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel

22. MISCELLANEOUS.

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

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

:

RailTel Corporation of India Limited:

By

By

—

—

Name:

Name:

Title:

Title:

Witnesses:

Annexure-08

“FORMAT FOR POWER OF ATTORNEY TO AUTHORIZE SIGNATORY”

Power of Attorney

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

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

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2025 _____

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

Witness 1: Witness 2:

Accepted Notarized

(Signature Name, Designation and Address of Attorney)

Annexure-9

~~(NOT APPLICABLE)~~

~~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)~~

Annexure-10

~~(On letter head)~~

~~Integrity Pact~~

~~(NOT APPLICABLE)~~

Annexure-11

DECLARATION REGARDING NON-BLACKLISTING

(On Organization Letter Head)

Bid Ref No.:

Date:

To,
GM/Mktg
RailTel Corporation of India Limited,
Shastri Park, Delhi-110053

Ref: 1. RCIL/NR /EOI/AFS-BTI/2026-27 dated 01st June, 2026.

We, Company Name , having its registered office at Address hereby declares that that the Company has not been blacklisted/debarred by any State Government/ Central Government /

PSU/ ULBs/ Government organization in India for past 3 Years as on bid submission date, due to corrupt and fraudulent trade practices.

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Bidder's Company Seal:

Appendix 1: List of Technical Personnel

(To be on company letterhead)

Ref: 1. RCIL/NR /EOI/AFS-BTI/2026-27 dated 01st June, 2026.

Date:

To,
GM/Mktg
RailTel Corporation of India Limited,
Shastri Park, Delhi-110053

SUB: List of Technical Personnel on Payroll of Company

Dear Sir,

Having examined the Invitation for EoI document bearing the reference number _____ released by your esteemed organization, we, undersigned, hereby declare that we have below Technical Personnel on Payroll of our Company.

Authorized Signatory

(Signature)
Name-
Designation-
Company Seal

Authorized Signatory

(Signature)
Name-
Designation- Company
Seal

Appendix2: Declaration for compliance to Rule under 144(xi) of the General Financial Rule (GFRs) 2017

(To be on company letterhead)

Ref: 1. RCIL/NR /EOI/AFS-BTI/2026-27 dated 01st June, 2026.

To,
GM/Mktg
RailTel Corporation of India
Limited,
Shastri Park, Delhi-
110053

SUB: Undertaking towards compliance to Rule under 144(xi) of the General Financial Rule (GFRs) 2017

Dear Sir,

Having examined the Invitation for EoI document bearing the Reference Number _____ released by your esteemed organization, we, undersigned, hereby declare: "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India I certify that this bidder is not from such a country, or if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered". [Where applicable, evidence of valid registration by the Competent Authority shall be attached]

Certificate for Tenders for Works involving possibility of sub-contracting:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered". [Where applicable, evidence of valid registration by the Competent Authority shall be attached] (Strike-off whichever is not applicable)

Authorized Signatory (Signature)

Name-

Designation & Seal

Appendix 3: Financial Declaration

(To be on company letterhead)

Ref: 1. RCIL/NR /EOI/AFS-BTI/2026-27 dated 01st June, 2026.

Date:

To,
 GM/Mktg
 RailTel Corporation of India Limited,
 Shastri Park, Delhi-
 110053

SUB: Declaration of Turnover and Net worth

Dear Sir,

Having examined the Invitation for EoI document bearing the reference number _____ Released by your esteemed organization, this is to certify that the Annual financial turnover and Net Worth as per books and records of M/s _____ (Name and address of the Bidder) is as follows:

Sr. No.	Year	Annual Turnover (Rs. in Crores.)	Net Worth (Rs. in Crores.)	Average Annual Turnover (Rs. in Crores.)
1	2022-23			
2	2023-24			
3	2024-25			

- i. Copy of Turnover Certificate issued by the Chartered Accountant containing UDIN no. issued by ICAI and Audited Balance Sheets must be submitted as proof of the financial turnover.

Authorized Signatory (Signature)

Name-

Designation-

Company Seal

Appendix 4: Declaration for Dispute/Arbitration

(To be on company letterhead)

Date:

To,
GM/Mktg
RailTel Corporation of India Limited,
Shastri Park, Delhi-110053

SUB: Declaration of No Dispute/Arbitration

Ref: 1. RCIL/NR /EOI/AFS-BTI/2026-27 dated 01st June, 2026.

Dear Sir,

Having examined the Invitation for EoI document bearing the reference number released by your esteemed organization, undersigned i.e. Authorized Signatory on behalf of _____(*company name*) hereby declare that till date no dispute/arbitration/court case/ legal proceeding are going on upon/with/against RailTel Corporation of India Limited and CoR.

Authorized Signatory

(Signature)

Name–

Designation–

Company Seal–

Appendix 5

FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY BA/SI ALONGWITH THE EOI
DOCUMENTS

(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/SI) **

I.....(Name and Designation)**appointed as the attorney/
authorized signatory of the BA/SI (including its constituents),

M/s_____ (hereafter called the BA/SI) for the purpose of
the EOI documents for the work of
_____ as per the EOI No. **RCIL/NR /EOI/AFS-BTI/2026-27 dated 1st June, 2026** of (RailTel Corporation of India Limited), do hereby solemnly affirm and state
on the behalf of the BA/SI including its constituents as under:

1. I/we the BA/SI (s), am/are signing the document after carefully reading the contents.
2. I/We the BA/SI(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 alteration to the content of the EOI Document. In case of discrepancy noticed at any stage i.e. evaluation of EOIs, 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 alongwith the offer and the 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 the process for evaluation of EOIs, 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/SI)**_____and all my/our constituents understand that my/our offer shall be summarily rejected.

8. I/we also understand the 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, alongwith forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT SEAL AND SIGNATURE OF THE BA/SI VERIFICATION

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

DEPONENT SEAL AND SIGNATURE OF THE BA/SI

Place:

Dated:

BID SUBMISSION FORM (IN BIDDING ENTITY'S LETTERHEAD)

"APPENDIX-6"

Ref No.

Date:

To,

GM/Mktg
RailTel Corporation of India Limited,
Shastri Park, Delhi-110053

Subject: Bid for *insert name of work*

Ref: 1. RCIL/NR /EOI/AFS-BTI/2026-27 dated 01st June, 2026.

We, the undersigned, declare that:

a) We have examined and have no reservations to the Bidding Document, including Addenda No.

We offer to execute in conformity with the Bidding Document the following Works: - *insert name of work*

I/We offer to execute the works described above and remedy any defects therein during the contract period in conformity with the Conditions of Contract, Scope of Work, Technical Specifications, drawings, Bill of Quantities and Addenda for the sum (s) as quoted by me/ us in our Financial Bid.

b) Our Bid shall be valid for a period of 90 days from the date of submission of bid in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

c) If our Bid is accepted, we commit to submit a Performance Bank Guarantee for an amount of 05 % (Five percent) of the Contract Price valid for the due performance of the Contract i.e. 01 year after Go-Live.

d) We, including the subcontractor or suppliers for any part of the Contract, are/ shall be from India;

e) We are not participating, as Bidder, in more than one Bid in this bidding process, other than alternative offers, if permitted, in the Bidding Document;

f) Our firm/ company/ partner/ director and our sub-contractor has not been blacklisted/ debarred by State Government/ Central Government / PSU/ ULBs/ Government authority in India;

- g) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed;
- h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- i) We have not paid, or will pay any commissions or gratuities with respect to the bidding process and for execution of the Contract, if awarded;
- j) We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity including Conflict of Interest as specified for Bidders in this Bidding Document during this procurement process and execution of the Works as per the Contract;
- k) Unless and until a formal agreement is prepared and executed this Bid together with your written acceptance thereof, shall constitute a binding contract between us.

(Signature of authorized signatory of the Bidder)

Name:

Designation:

Seal:

Date:

Place:

Business Address:

Contact Number:

E-Mail Id:

Appendix 7: EMD BANK GUARANTEE
FORM**Ref: 1. RCIL/NR /EOI/AFS-BTI/2026-27 dated 01st June, 2026.**

BID SECURITY (BANK GUARANTEE)

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

Bid dated _____ [date] Selection of Implementation Partner from
RailTel Empanelled Business Associate for the work of _____ [name of
Contract] (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We _____
[name of bank] of _____ [name of country] having our
registered office at

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

SEALED with the Common Seal of the said Bank this _____ day of _____
2025.

THE CONDITIONS of this obligation are:

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

the Form of Bid;

or

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

period of Bid validity:

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

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

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

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

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

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

[Signature, name, and address]

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

*Appendix-8 No Deviations
Certificate*

To,
GM/Mktg
RailTel Corporation of India
Limited,
Shastri Park, Delhi-110053

Ref: 1. RCIL/NR /EOI/AFS-BTI/2026-27 dated 01st June, 2026.

Sir,

We are providing the deviations from the requirements of EOI document No. RCIL/NR /EOI/AFS-BTI/2026-27 dated 1st June, 2026.

These deviations, assumptions and variations are exhaustive. Except these deviations, assumptions and variations, all other Terms and Conditions of the EOI are acceptable to us.

Deviations in Scope of Work

S.no.	Reference of EOI, Clause No. and Page. No	Deviation in the Proposal	Brief Reasons

Deviation in Terms and Conditions

S.no.	Reference of EOI, Clause No. and Page. No	Deviation in the Proposal	Brief Reasons

Yours sincerely,

(Signature of the Authorized Representative)

Name & Designation

Appendix 9

DETAILS OF BIDDER (IN BIDDING ENTITY'S LETTER HEAD)

Ref: 1. RCIL/NR /EOI/AFS-BTI/2026-27 dated 01st June, 2026.

Sr. No	Details	
1	Name of the Firm	
2	Registered Office address Telephone Number, e-mail	
3	Correspondence/contact address	
4	Details of Board members/ Directors (Name, designation, address etc.)Telephone Number, e-mail	
5	Details of Contact person (Name, designation, address etc.)Telephone Number, e-mail	
6	Is the firm registered under Labour Laws Contract Act? If yes, submit valid registration certificate.	
7	Please give details of Key Technical and Administrative staff who will be involved in this project, their role in the project, their Qualifications& experience and the certification attained from network product vendor.(Documentary proof to be submitted)	
8	Were you ever required to suspend a project for a period of more than three months continuously after you started? If so, give the names of project and reasons for the same.	
9	In how many projects you were imposed penalties for delay? Please give details.	
10	The Bidder shall disclose details pertaining to all contingent liabilities, claims, disputes, matters in appeal & in court and any pending litigation against the Bidder. If nil, an undertaking from the Bidder mentioning the same	

(Signature of authorized signatory of the Bidder)

Name:

Designation:

Seal:

Date:

Place:

Business Address:

Contact Number:

E-Mail Id:

Appendix-10**Technical Specifications:****(To be submitted by bidder on OEM Letter Head)**

OFC Cable : 24 fiber Armoured OFC cable.

Supply of 24 F Fiber Armoured OFC cable as per RDSO Specs
 Compliance(Certificate not required) RDSO/SPN/TC/110/2020 ver.0 or Latest for
 RailTel OFC network.

HDPE Duct:

4.3 Dimensions of ducts: The nominal size of the ducts shall be 40/33 mm and shall meet the following requirements:		
Specification	<u>40 mm /33 mm</u>	Compliance Yes/No
Colour	Blue/Orange	
a) Outside diameter	40 mm + 0.4 mm – 0.0 mm	
b) Wall thickness	3.5 mm ± 0.2 mm	
c) Thickness of the Inner Layer	Minimum: 0.28 mm Maximum: 0.42 mm	
d) Standard length	1000 ± 100 meters	
e) Maximum outer diameter of OF cable that can be installed by blowing technique.	16 mm	

Test		
Polypropylene Rope Size (optional pre-installed rope dia as per IS 5175)	4mm dia with a minimum slackness of 2%	
Oveality test as per IS 4984	shall not exceed 1.4 mm	

TECHNICAL REQUIREMENTS & SUPPLEMENT

1. Scope of work:
 - 1.1 The Major job responsibility of the bidder/partner under the scope of work for this tender is to survey the entire section and start the work as under:
 - a. Excavation of trenches in normal soil, boulder area, rocky soil and HDD and laying of HDPE Duct manually or through HDD in all types of soils, Road/Railway Level crossings, Culverts, Bridges , along the Highways and other Roads, cutting, in building, clamping etc. & protective works as per technical specifications.
 - b. Supply of OFC cable and HDPE duct as per SOR and technical specification. It may be noted that supply of OFC and Duct will be done by the CSP as per specifications.
 - c. Trenching/Ducting, laying of OFC in all types of soil, Concrete/ coltar roads and pavements, etc.
 - d. Blowing/pulling of Optical Fiber Cable (12F/24F) with proper tools and accessories as per Technical specifications in already laid ducts and protection such as DWC Pipes etc.
 - e. Backfilling of Trenches upto the original ground level/ concreting at cemented platform or other hard places.
 - f. Fixing, Installation of Jointing Chambers & Route/Joint Indicators as per technical specification.
 - g. Splicing of fibres in Joint closures/FMS and installation of new joint enclosures/FMS.
 - i. Liasioning with concerned civil/ other authorities for getting ROW permissions.
 - j. Any other such requirements as per site conditions under the scope of SOR.
 - i. CSP may visit respective sites to get acquainted with the infrastructure where work is to be carried out .
 - ii. Scope of work includes trenching , laying, jointing etc. of OFC fiber.
 - iii. Optic fibre cables are to be laid inside HDPE / GI pipes. For road and track crossings, horizontal boring is to be done for laying HDPE / GI pipe. Trenching and cable laying are to be done as per standard practices.
 - iv. Rack mountable fibre termination boxes (fibre patch panels) are to be installed inside racks for termination of optic fibres through pigtails. Optic fibre is to be spliced with pigtail for terminating on fibre termination box.

- v. Racks are to be used for housing switches with other accessories. The firm has to supply and install racks as per SOR.
- vi. Contractor has to make arrangement for transportation of materials in SOR for eg. OFC ,Duct, etc. to work at site.
- vii. Various items mentioned in SoR are to be executed as per standard practices being followed nationally/ internationally as applicable.
- viii. Necessary tools/ equipment to arranged by the CSP. Required testing & measuring equipments for this measurement are also to be arranged by contractor.
- ix. All passive fibre & copper components and various types of racks shall be of reputed make'
- x. Temporary work, if required, for Installation, Testing and Commissioning of the Telecommunication system at existing stations along with associated section.
- xi. All transportation, handling, stacking materials, watching protection of the materials from the manufacturer's works to the sites of use.
- xii. All the above works shall be executed as described in Schedule of Quantities and technical specification.
- xiii. Any other work required for completion of the work under this contract as per direction of Engineer-in-charge.

PREPARATION OF AS-BUILT ROUTE PLANS

2.0 SCOPE:

The scope of this is to prepare a final set of As-Built drawings of route plans, based on the actual cable route (which in turn shall be based on a preliminary & approved drawings of route plans, already supplied to the contractor).

2.1 Points to be taken care of for laying the OFC cable:

- 2.1.1 Avoid underground structures, signalling cable, power cables and pipe lines etc.
- 2.1.2 Avoid rodent/termite infested or infected side of the alignment.
- 2.1.3 Offset of the cable trench from the central line of the track such as having burrows.
- 2.1.4 Avoid proximity to chemical, paper and such other industries which discharge chemically active affluent.
- 2.1.4 Avoiding areas prone to water logging.
- 2.1.6 Avoiding large rock cutting/thick jungles and areas difficult to approach etc. The orientation of the route (left or right side of the track in the sections) to be decided on following: -

That side of main line, which is away from coastal side, other cables such as signalling and power.

That side which is likely to involve least track crossings and likely to be more convenient for crossing the track, bridges culverts etc.

Avoid built up areas including those area where buildings etc. are likely to come up in future.

2.2 Preparation of Drawings

All the plans and drawings shall be neatly prepared using Computer Aided Design System & plotter etc. The drawings shall be in A3 size & suitably filed for ease of handling.

Further, a soft copy of Auto-CAD drawings in CD shall be submitted.

2.3 Deleted

Exact locations and lengths where the cable is laid in RCC/DWC/G.I. pipes/ troughs and under the bed on culverts.

Location of road crossing and the no. of RCC/DWC/GI pipes provided.

Locations and length for protection of cable in rocky area and concrete cutting etc.

Locations of Pull Chambers/Joint Pits.

TECHNICAL SPECIFICATION AND INSTRUCTIONS FOR TRENCHING AND LAYING OF OPTICAL FIBRE CABLE AND TELECOM CABLE:

3.1 SCOPE:

This chapter deals with the specifications under which the various work for supply, installation , trenching & laying of optical fibre cable coming under the purview of the contract are to be executed by the contractor.

3.2. SUPPLY OF ROUTE PLAN:

Approved Cable Route plan and jointing schedule for mid section splicing of cable will be prepared and supplied by the RailTel This shall give a preliminary idea of the number & locations and the quantities and type of various equipment to be fixed, wired and commissioned.

3.3 INSTRUCTIONS FOR EXCAVATION & BACK FILLING OF TRENCHES

3.3.1 The Representative of Engineer In-charge of the work will mark the route of the cable in white chalk or lime as per the tapping and route plan and the instructions given to him by the Engineer, notwithstanding the cable route shown in the tapping and route

- plan to meet the requirement of local conditions at site, if any and as required shall be taken by the contractor to be final. The contractor shall be present at the time of marking and he shall furnish to the Engineer's representative required quantities of lime, rope, labour etc. for carrying out this work. The marking will be given on the track side of the trench at a distance approximately one meter away from the centre line of the trench. In the difficult terrains such as water-logged areas, the position of the cable route will be specified by off sets from the centre line of the nearest track.
- 3.3.2 Trenches for Telecom cable shall be dug to a depth of 1.0 meters. The width of the trench shall be adequate at the bottom to accommodate cables and their protection. Normally width of approx. 250-300mm at the bottom is sufficient. In places where underground pipes, electric main etc. come in the way, trenches deeper than one meter shall be dug as necessary and RCC/GI/DWC pipes shall be placed to protect the optical fibre cables.
- 3.3.3 Metalled, macadamized, concrete and stone paved roads shall also be cut to a depth of 1.0 meter. The cable shall be laid through RCC/GI /DWC pipe. The road surface shall be restored to original.
- 3.3.4 Wherever it is not possible to dig trench up to 1.0 meter depth due to site conditions, specific approval of site engineer / engineer's representative should be taken before digging trenches of lesser depth. Similarly where digging of trench for more than 1.0 meter depth is required due to site conditions, specific approval of site engineer / engineer's representative should be taken before commencing the work.
- 3.3.5 The bottom of the trench where the cable is to be laid shall be free from any stones. The bottom of the trench shall be horizontal and shall in no case be undulating. When the cable bed changes from solid to soft surface or from the bridge to soft soil, tamped fill at the transition point shall be provided so that cable is not pressed against the edge of a hard surface.
- 3.3.6 The backfilling of trenches shall be done by tamping and consolidating the excavated soil in layers of 15-20 cm at a time. All the soil that is excavated shall be put back to the trench and care shall be taken in consolidation to ensure that the back filling does not suffer any sinkage in monsoon.
- 3.3.7 If under unavoidable circumstances, the excavation is to be done between the tracks or between OHE foundation and track, it shall be done to the full depth just before laying the cables and in the presence of the Engineer's representative so as to ensure the safety of train operations.
- 3.3.8 Where the direction of the trench has to change, it should be done in a gentle curve of not less than one meter radius and not at sharp angles.
- 3.3.9 While crossing road and laying over bridges & culverts, the engineers representative shall be present. The date and time of such works shall be communicated to concerned supervisor of RailTel and adequate precautions, as advised by them, have to be taken.
- 4.4 ROAD CROSSING

- 4.4.1 When crossing roadways, it is necessary to lay the cables in such a manner as to avoid the necessity of handling the cable sharply and minimize excavation of road surface as far as possible. Where cable is laid in surfaced trunking, the trunking alignment should be curved down to the pipes and proper brick or concrete joint should be made between trunking and pipe.
- 4.4.2 The crossing of main roads often involves difficulties especially if traffic is heavy, precautions to avoid accidents to workmen, pedestrians and vehicles should be taken. On minor roads, which can be temporarily closed to traffic, it is possible to cross the entire width of the road and open up. Pipes should be installed quickly in the cutting which is then filled in there by reducing to a minimum time for which the road is closed.
- 4.4.3 Some roadways which are broad may be opened for half their width, allowing the other half for use of traffic. Pipes are laid trench filled in the first half and the other half opened up after the first half is opened for the traffic. Pipes laid in the second half is linked with those laid in the first half. G.I. pipes shall be used for road crossings. In all cases pipes should be laid at a depth of 1 meter, below the formation level or lower as may be required.
- 4.4.4 At busy road crossings, trenching should be done in nights with appropriate protection and road warnings to road users.
- 4.4.5 The tenderer shall be responsible for compliance with applicable laws of the land and registration/approval from statutory authority, if required.
- 4.5 LAYING CABLE IN SOLID AND ROCKY SOIL
- 4.5.1 If the terrain is rocky, it may not be possible to ensure normal dimensions of the trench. In such cases a chase is cut as shown in Drg. No.RE/S&T/ALD/SK/303/85, as given at Annexure-3.11. Sharp edges on the sides must be smoothened out and bottom of the chase should be levelled and the cable laid in sand or soft earth which should be filled and pressed down up to the step. A row of bricks should then be placed on the top and jointed with cement mortar.
- 4.5.2 In cases where the rock is not directly encountered, excavation to the desired depth shall be done.
- 4.5.3 In cases where excavation is possible up to 1000 mm no chase cutting shall be done. However, the cable/HDPE duct shall be protected by providing second class bricks width wise on such lengths.
- 4.6 Laying OF PLB HDPE Ducts
- After the trench is excavated to the specified depth, the bottom of the trench has to be cleared of all stones or pieces of rock and levelled up properly. A layer of soft soil (in case the excavated material contains sharp pieces of rock/stones) of not less than 5 cms is required for levelling the trench to ensure that the cable when laid will follow a straight alignment. Adequate care shall be exercised while laying so that the OF cables are not put to undue tension/pressure after being laid as this may

adversely affect the optical characteristics of cables with passage of time.

The contractor shall ensure that trenching and pipe laying activities are continuous, without leaving patches or portions incomplete in between. In case intermediate patches are left, measurement of the completed portions will be taken only after work in such left over patches are also completed in all respects.

Preparatory to aligning the pipe for jointing, each length of the PLB HDPE Ducts shall be thoroughly cleaned to remove all sand, dust or any other debris that may clog, disturb or damage the optical fiber cable when it is pulled at a later stage. The ends of each pipe and inside of each Socket shall be thoroughly cleaned of any dirt or other foreign materials.

At the end of each day work, the open ends of the pipes sections shall be tightly closed with end caps to prevent the entry of dirt/mud, water or any foreign matter into PLB HDPE Ducts until the work is resumed.

The lesser depths shall be done only with the prior instructions/approval of the Engineer-in-charge & suitable protection shall be provided to PLB HDPE pipes/coils as mention below.

4.7 CABLE MARKERS

The RCC/Stone cable route markers shall normally be provided at a distance of every 100 meters on the straight portion of the cable route and also at diversions of the route of the cable culverts & LC gates. The joint indicators/markers shall be provided at all types of cable joints. The cable Markers provided shall be of standard RCC/stone type with letters "RCIL O F C" engraved and suitably painted with standard paint.

4.8 Execution of HDD (Trench less Horizontal Direct. Drilling - Boring)

4.8.1 Under road/platforms/railway tracks/difficult terrain etc., trench less horizontal directional drilling (HDD) method shall be adopted under the supervision of competent staff for laying of HDPE pipe (40/33 mm dia).

4.8.2 The depth of trench at any of the ends should not be less than 1.0 meter in any case.

Both ends of HDPE pipes should be closed properly using accessories and the pits should be properly back filled.

4.8.3 There should be no damage to the road/platform/tracks or any such structures etc. enroot during or after the HDD operations.

4.8.4 The work includes the supply of all accessories required for laying HDPE pipes.

4.8.5 The CSP should normally adopt HDD by machine. In difficult areas like track crossing, road crossing, sharp bends etc. the contractor may adopt manual pushing method only in short lengths with the permission of the Railways/Urban Local Bodies/Municipalities etc.

4.9 Blowing /Drawing of Optical Fibre Cable:

4.9.1 OFC should normally be blown through the HDPE ducts by standard blowing

machines Only in exceptional cases drawing may be adopted in short lengths with the permission of the site engineer of RailTel.

Blowing of Cable:

Optical Fiber Cable will be blown into one of pre – lubricated HDPE duct laid in DWC pipe with the help of a compressor and blowing equipment.

The blowing method involves feeding of optical fiber cable into the duct with the help of consistent high – pressure airflow, equally distributed along the entire cable throughout the duct.

The contractor has to ensure the safe blowing of OFC into the duct without any damages to the cable either internally or externally.

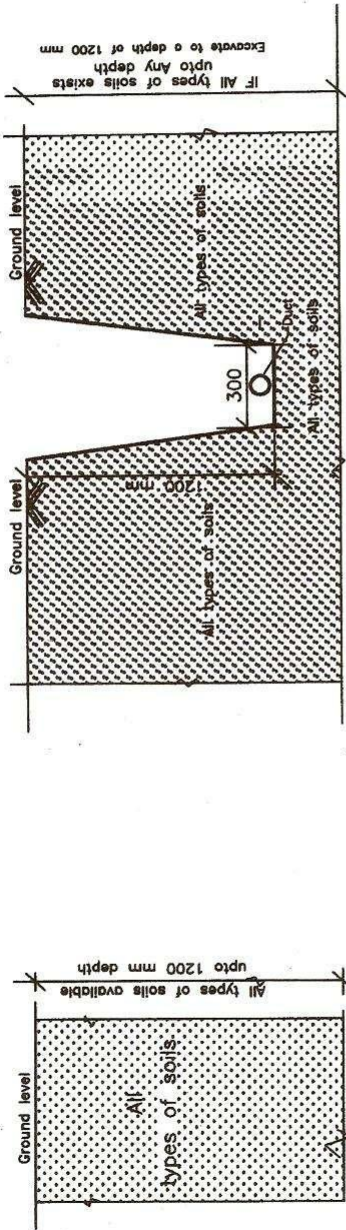
If at any stage of the project, any damage to the cable due to blowing pressure is identified, then the contractor will be fully responsible for that and has to ensure the rectification of the damage without any cost implication to the owner.

The CSP has to plan the location of blowing pits before laying of HDPE duct. The CSP has to ensure that excess OFC is not coiled in the blowing pit and also optical fibre cable does not fall short of the location of blowing pit. The contractor has to match the cable drum length with the location of blowing pits, to ensure minimum cut length and wastage of OFC.

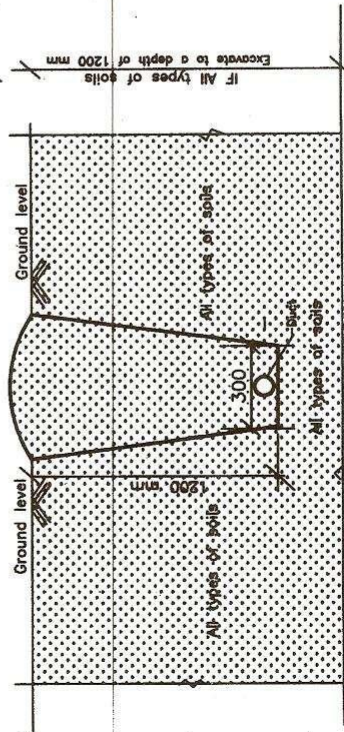
HDPE ducts will be sealed with the help of cable sealing plugs after blowing of OFC into the duct at jointing pit locations.

The jointing pits will be completely filled with sand as per site requirement, from bottom level of the pit to prevent entry of rodents after blowing and jointing of OFC covering joint enclosure and HDPE conduits completely.

DRAWINGS



DURING EXECUTION OF WORK.
FIG.1.2



AFTER COMPLETION OF REFILLING.
FIG.1.3

Note: All dimensions are in millimetres.

RAILTEL CORPORATION OF INDIA Ltd..	
RCM/SR/SC.	DRG No.RAILTEL/SR/OFC/2008/1.
SKETCH SHOWING THE PROCEDURE FOR EXCAVATION OF CABLE TRENCH IN ALL TYPES OF SOILS (Normal soil/Soft soil/Sandy soil)	
NOT TO SCALE	
CONSULTANT.	(G VEERASWAMY)
MANAGER/PROJ	(M MURALI KRISHNA)
AGM/SC.	(P V MURALI KRISHNA)

NOTE: The depth of trench may be read as 1 mtr instead of 1.2 mtrs as shown in drawing.

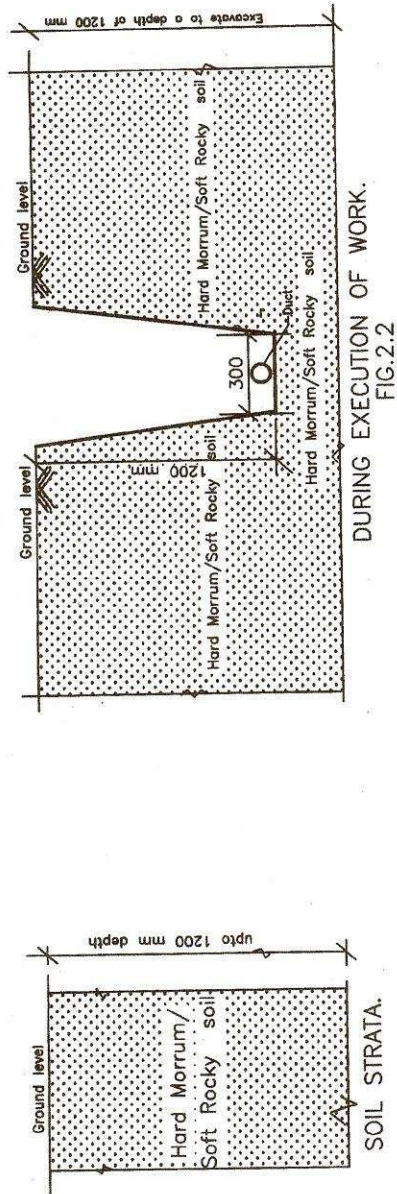


FIG. 2.1

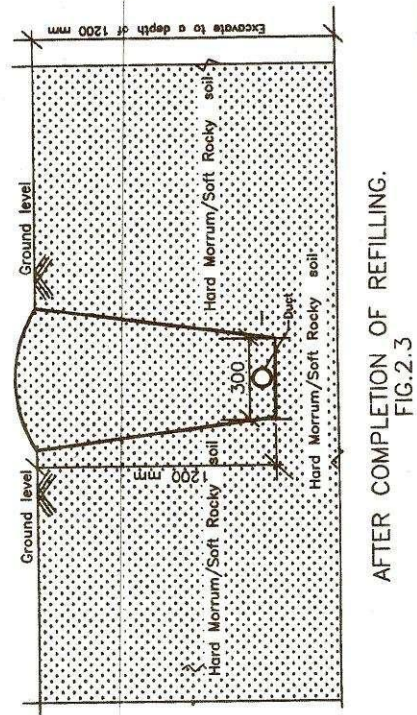


FIG. 2.3

Note: All dimensions are in millimetres.

RAILTEL CORPORATION OF INDIA Ltd.		DRG No.RAILTEL/SR/OFc/2008/2.
RGM/SR/SC.	SKETCH SHOWING THE PROCEDURE FOR EXCAVATION OF CABLE TRENCH IN Hard Morrum/Soft Rocky soil	
NOT TO SCALE		
CONSULTANT.	 (G VEERASWAMY)	
MANAGER/PROJ	 (M MURALI KRISHNA)	
AGM/SC.	 (P V MURALI KRISHNA)	

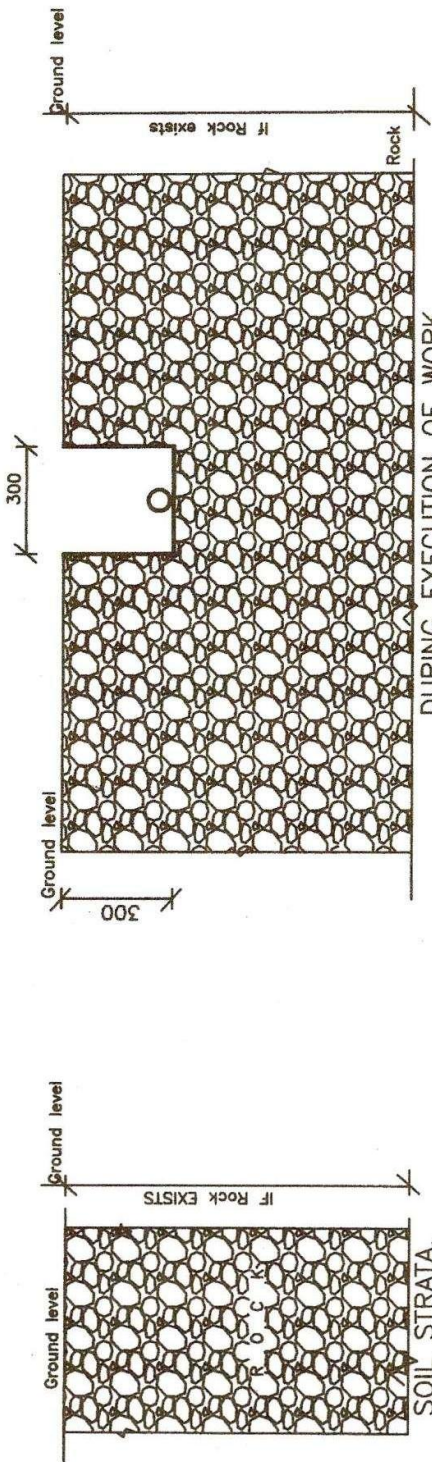


FIG.3.1
SOIL STRATA.

FIG.3.2
DURING EXECUTION OF WORK.

NOTE:
1.All dimensions are in millimetres.

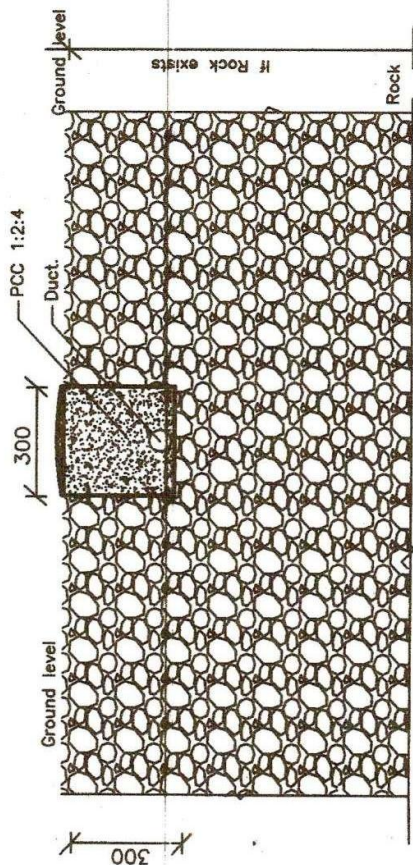


FIG.3.3
AFTER COMPLETION OF WORK.

RAILTEL CORPORATION OF INDIA Ltd..	
RGM/SR/SC.	DRG No.RAILTEL/SR/OFC/2008/3.
SKETCH SHOWING THE PROCEDURE FOR EXCAVATION OF CABLE TRENCH IF ROCK EXISTS FROM SURFACE OF GROUND.	
NOT TO SCALE	
CONSULTANT.	(G VEERASWAMY) <i>l.v.</i>
MANAGER/PROJ	(M MURALI KRISHNA) <i>M. murali</i>
AGM/SC.	(P V MIRALI KRISHNA) <i>P.V. Mirali</i> 15/6/26

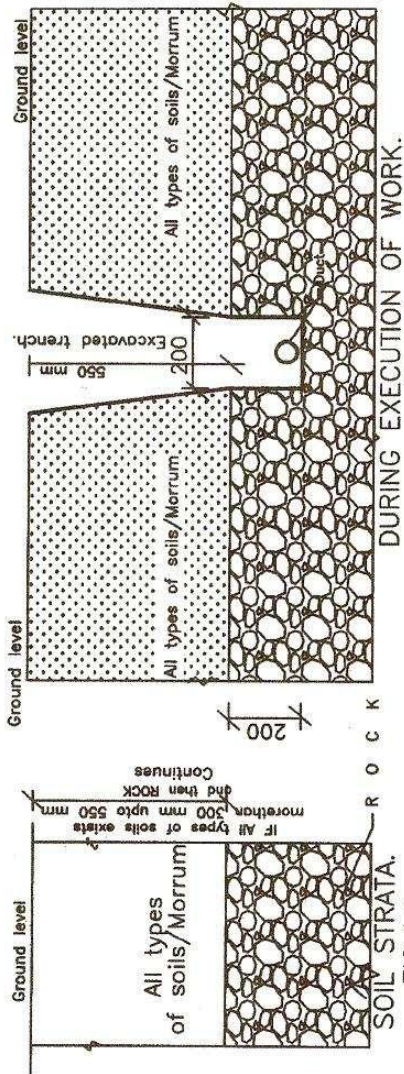


FIG.4.1

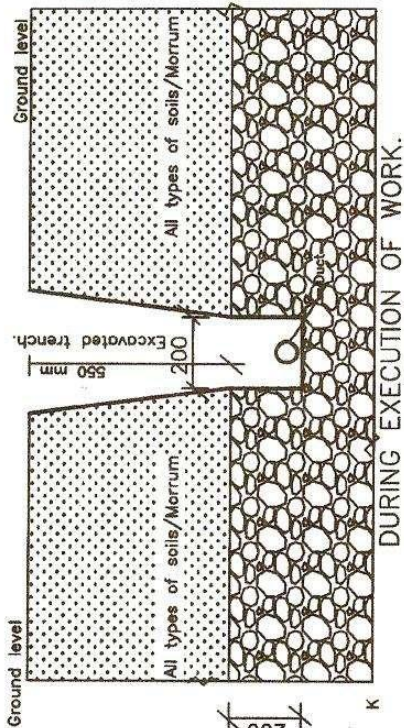


FIG.4.2

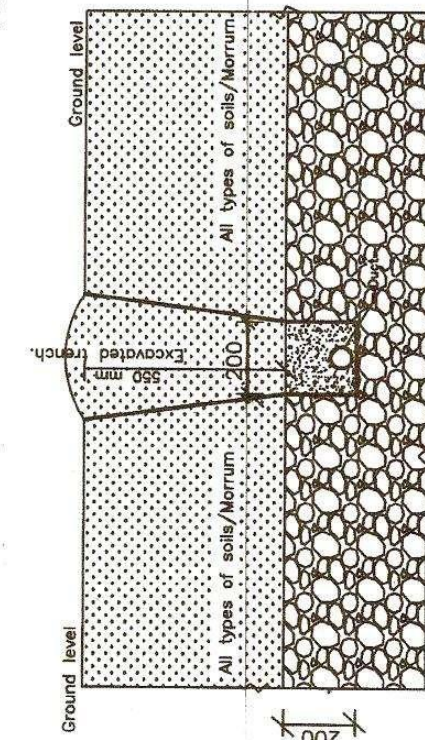


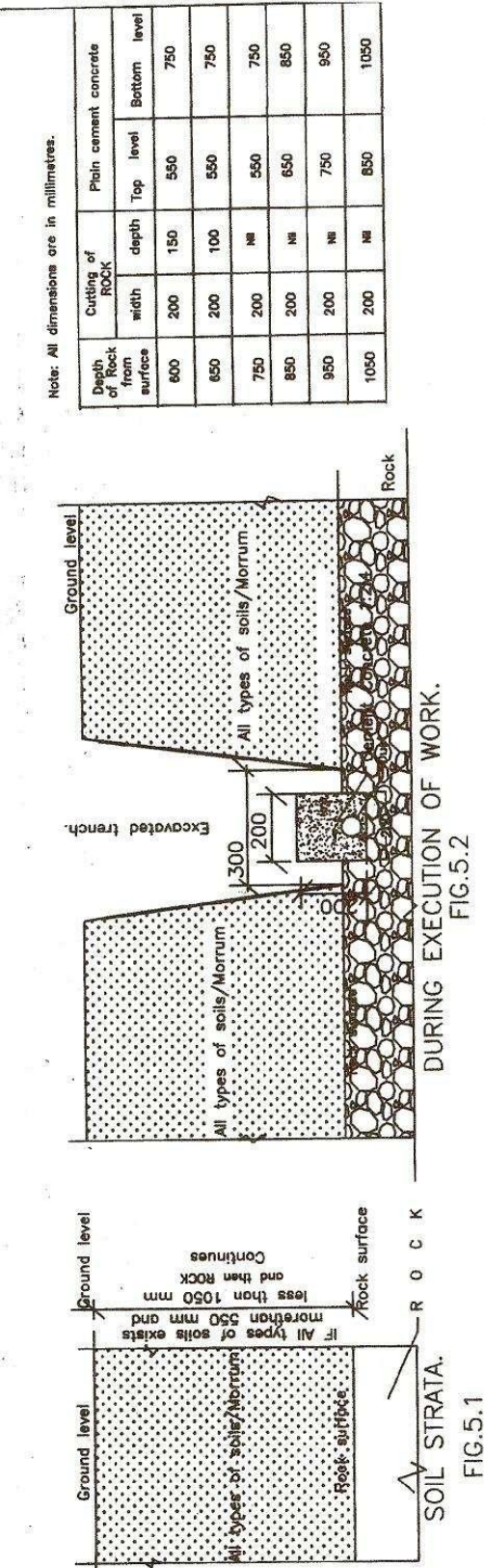
FIG.4.3

Depth of Rock from surface	Cutting of ROCK.		Plain cement concrete	
	width	depth	Top level	Bottom level
300	200	200	300	500
350	200	200	350	550
450	200	200	450	650
550	200	200	550	750

NOTE:

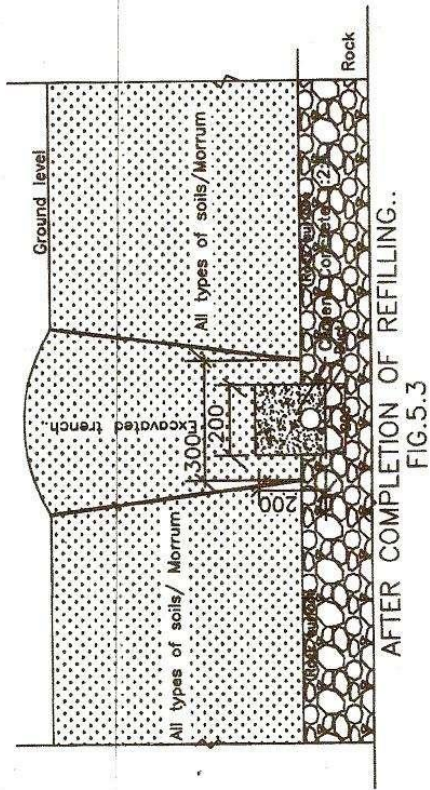
1.All dimensions are in millimetres.

RAILTEL CORPORATION OF INDIA Ltd.	
RGM/SR/SC.	DRG No.RAILTEL/SR/OFC/2008/4.
SKETCH SHOWING THE PROCEDURE FOR EXCAVATION OF CABLE TRENCH IF ROCK EXISTS morethan 300 to 550 mm FROM G.L.	
NOT TO SCALE	
CONSULTANT.	(G VEERASWAMY)
MANAGER/PROJ	(M MURALI KRISHNA)
AGM/SC.	(S V MURDARI KRISHNA)

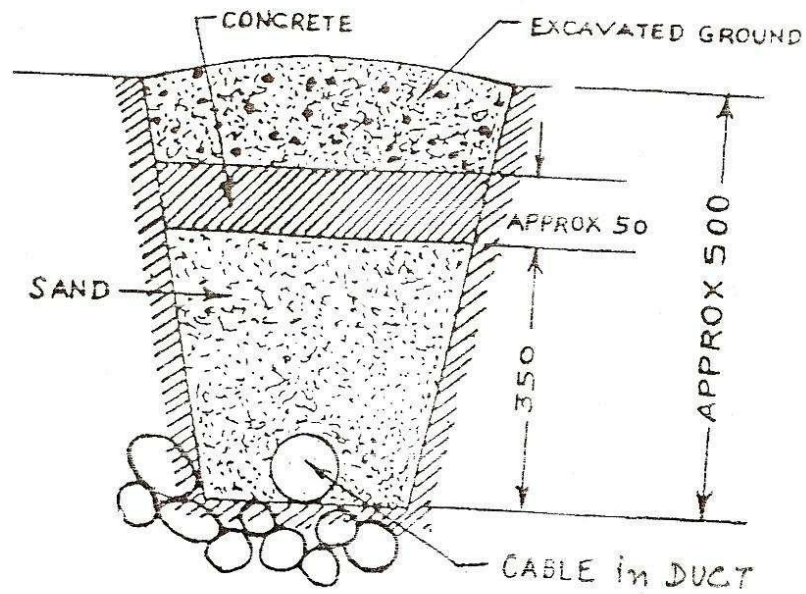


NOTE:
1.All dimensions are in millimetres.

RAILTEL CORPORATION OF INDIA Ltd..	
RGM/SR/SC.	DRG No.RAILTEL/SR/OFC/2008/5.
SKETCH SHOWING THE PROCEDURE FOR EXCAVATION OF CABLE TRENCH IF ROCK EXISTS morethan 550 and lessthan 1050	
NOT TO SCALE	
CONSULTANT.	(G VEERASWAMY)
MANAGER/PROJ	(M MURALI KRISHNA)
AGM/SC.	(P V MURALI KRISHNA)



ANNEXURE 3-11



2. NOT TO SCALE.
1. ALL DIMENSIONS ARE IN MM.

NOTES

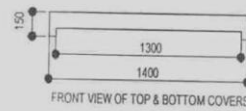
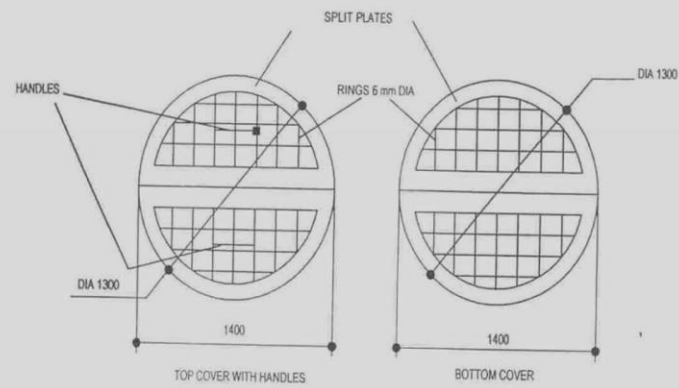
R.D.S.O.

LAYING OF FIBRE
OPTIC CABLE IN
ROCKY AREA

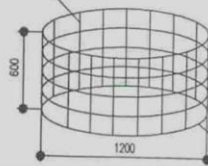
ANNEXURE 2-14

RAIL TEL CORPORATION OF INDIA LTD.

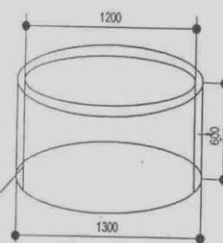
RCC CIRCULAR JOINT ENCLOSURE



15 Nos VERTICAL RINGS-6mm DIA



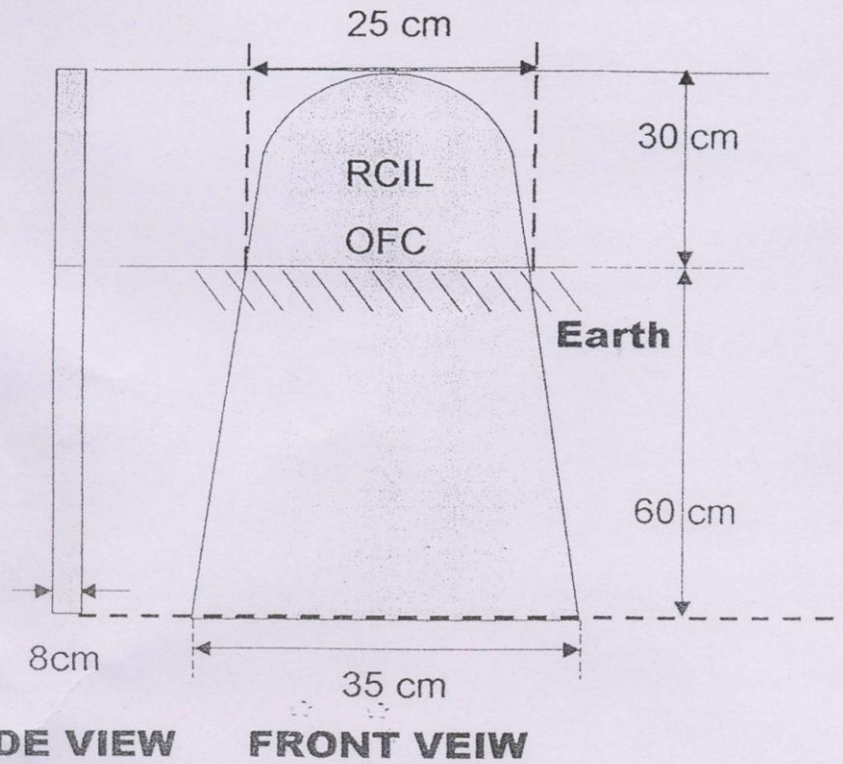
REINFORCEMENT 6mm DIA 150 C/C BOTH WAYS



DRG.NO. RCIL/N.REGION/03/2004

RailTel Corporation of India Limited

R.C.C Cable Route Marker (Stone)



Not To Scale

1. All Sides above ground to be Painted with Red enameled Paint to IS specification with Two Coats.
2. All Sides above ground to be Painted with Green enameled Paint to IS specification with 2 Coats at OFC Joints .
3. RCIL OFC to be engraved.
4. Engraved portion to be Painted with White Enameled Paint to IS specification with 2 Coats.

Drg No. RCIL/N Region/01/2004

END