



Expression of Interest Document For Empanelment of Business Partners

No: RailTel/EOI/CO/DNM/2017-18/423

RAILTEL CORPORATION OF INDIA LTD.

(A Govt. of India Enterprise)

Plot No.143, Institutional Area

Sector-44, Gurgaon, Haryana-122003.

NOTICE**RailTel Corporation of India Ltd.**

Plot No.143, Institutional Area,
Sector-44,
Gurgaon, Haryana-122003

EOI No. RailTel/EOI/CO/DNM/2017-18/423

RailTel Corporation of India Ltd., (hereafter referred to as RailTel) invites EOIs in sealed covers from reputed firms, for Empanelment of Business Partners. The details are as under:

1	Downloading of EOI Documents from RailTel's website	22 nd December 2017
2	Submission of EOI documents	15 th January 2018 till 1500 hrs
3	Opening of EOI documents	15 th January 2018 at 1530 hrs
4	Number of copies to be submitted	2
5	Earnest Money Deposit (Refundable)	INR 1,00,000/- (Rupees One Lakh Only)
6	EoI Fee (Including GST)	INR 5,000/- (Rupees Five Thousand Only)

All queries, if any, in connection with this EOI shall be sent to following officials (in word format) & hard copy by post to RailTel Corporation of India Limited, 143, Institutional Area, Sector-44, Gurgaon - 122003. Prospective bidders are required to direct all communications related to this RFP, through the nominated Point of Contact persons:

Contact : Abhay Verma
Position : Manager (DNM)
Email : abhay.verma@railtelindia.com
Telephone : +91 – 124-2714000
Fax : +91 – 124-4236084

Contact : Mukesh Gautam
Position : Sr.Manager (Marketing)
Email : gautam@railtelindia.com
Telephone : +91 – 124-2714000
Fax : +91 – 124-4236084

In case of difficulties:

Contact : Shashidhar Uppal
Position : DGM (Enterprise Business)
Email : shashi_uppal@railtelindia.com
Telephone : +91 – 124-2714000
Fax : +91 – 124-4236084

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1 RailTel – Introduction

RailTel Corporation of India Limited, a Public Sector Undertaking under the Ministry of Railways, Govt. of India, and is a national telecom service provider having NLD, IP2 and ISP licenses and IP1 registration and have built nation-wide optical fiber network. RailTel's objective is to create a nation-wide broadband telecom and multimedia network.

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

RailTel is building state of the art multimedia telecom network using SDH/DWDM based transmission systems and high end MPLS-IP routers. RailTel has extensive expertise in building telecom networks. Moreover, RailTel draws its manpower from signal and telecom branch of Indian Railway which has been in the business of construction, operation and maintenance of telecom systems for more than 50 years.

RailTel has created countrywide state of the art SDH/DWDM backbone optical transport network using latest technology. More than 400 cities covering over 42,000 RKMs across the country are connected on the network with multiple STM-16 (n x 2.5 Gbps) connectivity. RailTel has also implemented ultra-high capacity DWDM network over 10,000 RKM to provide 400 Gbps which is further upgradable to 800 Gbps in future.

RailTel's backbone Transport Network has been configured in multiple 'Self-Healing' Ring architectures which provide for redundancy by automatically redirecting and switching traffic from failed/ degraded routes for an uninterrupted service ensuring maximum up time and service reliability. The network supports multiple ring protection schemes. The network has been designed in such a way that full redundancy is available for bandwidth between any two points.

The whole network is managed by centralized network management system (NMS) and backup facilities located across India. RailTel has got unique advantage to offer the best quality service (QoS) from a single unified network with PAN India presence. This state of art network enables point and click

provisioning of the bandwidth and other services from anywhere to anywhere in the country. It enables provisioning of traffic in any granularity from 2 MBPS to multiple of Gbps (n x Gbps) from its country wide strong backbone network.

One of the objectives of formation of RailTel was to spread telecom revolution in the remote and backward areas of the country by building state of the art multimedia network. In this process, RailTel has implemented country wide MPLS-IP backbone network to provide whole range of VPN & Internet services. The network has been built using high end routers. The network support services like Layer 3 and Layer 2 VPN services, broadband internet access, multicast services etc. The MPLS network has POPs at multiple cities across the country and is in process of being extended to several important cities/towns also. RailTel is now entrusted with transformational agenda by the Government of India with various strategic projects which are of national importance. Some of such projects are:

- 1 National Broadband Network
- 2 National Knowledge Network
- 3 Alternative Network for National Security
- 4 Intelligent Network Infrastructure for Smart City Communications
- 5 Rural Broadband
- 6 Citywide High Quality Gigabit Wi – Fi
- 7 National Infrastructure Disaster Response Management
- 8 Public Safety and Security
- 9 Technological Innovation and Invention

2 Scope of Work

2.1 Preamble

RailTel wishes to enter aggressively in Project Business, intending to expand its market share into various technology offerings such as Telepresence, GSM-R, Maintenance of SWAN, Cloud services, Content Delivery Platforms, Storage and Server, Telecom Networking, Data Center, Transmission Network, Data Network, Wi-Fi Business, Network Solution, System Integration etc., thereby building up its formidable presence in telecom and IT industry, in order to fulfill its objective of multi-fold growth in its turnover and profitability. Therefore, RailTel requires to empanel business partners for providing Business Solutions to its Customers.

2.2 Indicative Specializations / Categories for Empanelment

The following list is indicative of the Specializations / Categories for which RailTel desires to empanel organizations:

- i) Health Care
- ii) Education Sector
- iii) Financial Technology (FinTech)
- iv) IT Management for Mining Industry like Coal etc.
- v) Wi-Fi Network Services
- vi) Video Surveillance Services
- vii) Railway Signaling / associated Technologies
- viii) Telecom/ Network Services
- ix) MW Tower/Mast/Radio/Last Mile Solutions, Installation, Commissioning & Maintenance
- x) Data Center Services / Facility Management Services
- xi) Network/ ICT Security
- xii) Operation & Maintenance for Network Elements
- xiii) Enterprise Solution / ERP
- xiv) Office Automation
- xv) Document Management / Document Security
- xvi) Aadhaar Based Solutions
- xvii) Web Development and AMC
- xviii) Mobile Application Development
- xix) Software/Application Development
- xx) Vendor Management System
- xxi) Any other specific Specialization / Services

2.3 Responsibilities of an empaneled partner(s)

- The empaneled partner shall respond to each request for quotation (including cost, technical capabilities, man-hours and other details) raised by RailTel within 3 days from the date of request.
- The empaneled partners shall support RailTel in preparation of the tender response.
- The empaneled partners shall provide training to the client personnel during the transition phase of the project (if required).
- The empaneled partners shall abide by all terms and conditions for the complete period of empanelment.
- The empaneled partners shall inform RailTel if any opportunity for a partnership to compete for a project is realized by the partner.
- The empaneled partners, when participating in a tendering process in consortium with RailTel, shall be responsible for any inaccurate or incorrect information furnished as part of the bid submission. Further, the empaneled partner shall solely bear the consequences of the same.

- Empaneled Partner must ensure compliance of Regulatory Compliances & License for the Services being offered for.

3 Eligibility Criteria

The applicant will be evaluated for empanelment as a business partner, inter-alia, based on the pre-qualification criteria mentioned below.

S. No.	Pre-Qualification Criteria	Reference Details/ Documentary Evidence
1	The applicant should be an established firm operating in India for last 3 years.	Certificate of Incorporation / Any other relevant document
2	The applicant should have a cumulative turnover of at least INR 75 Crore over the last 3 years as per the consolidated financial statements	Copy of audited balance sheet for the last 3 years
3	The applicant must have positive net worth in FY 2016-17.	Copy of audited document or CA certificate indicating net worth for FY 2016-17.
4	The applicant should be Limited company / Private Limited Company, partnership firm or a company registered with the Registrar of Firms / Registrar of Companies (as applicable).	Partnership Deed/Memorandum and Article of Association
5	The applicant should be an income – tax assessee having filed its income tax return for last 2 financial years.	Copy of Income Tax Return for last 2 years
6	The applicant should be an authorized dealer having GST registration.	GST Registration certificate / copies
7	The applicant should not have been blacklisted by any of the PSUs for the past 2 years.	Self-Declaration
8	The applicant must have undertaken /completed at least 2 assignments of INR 50 Lakh each and above OR 5 assignments of INR 10 Lakh each and above (in the area of	Attach work orders/certificates specifying “completion” or “satisfactory work in progress” OR Reference Details on the applicant’s letter head with contact details

S. No.	Pre-Qualification Criteria	Reference Details/ Documentary Evidence
	specialization applied for) in last 3 years.	for reference.
9	The applicant shall have at least 25 active professionals on company payroll (in the category applied for).	Certificate issued by HR / Authorized signatory

4 Information to Applicants

4.1 Period of Empanelment

- The validity period of empanelment will be 3 years from the date of Letter of Intent issued to the firm.
- The period of empanelment may be extended YoY for a period of two years maximum on mutually agreed between RailTel and the empaneled partner.
- RailTel will review the performances of the empaneled partners on Quarterly/half-yearly basis taking into account the market potential and development. However, RailTel reserves the right to terminate empanelment anytime without assigning any reason.

4.2 Earnest Money Deposit

- The applicant for the empanelment shall furnish a sum of INR 1, 00,000/- (INR One Lakhs only) as earnest money in favor of RailTel Corporation of India Limited.
- EMD of unsuccessful bidders will be released/returned within 30 days from due date of date of issue of LoI to successful bidders or validity of the offer submitted.
- Tender document fee/cost is non- refundable.
- The applicants shall hold the offer open for a period of 180 days from the date of opening of EoI. It being understood that that after submitting the response to this EoI, it will not back-out from his offer or modify the terms and conditions thereof. If the applicant fails to observe or comply with the foregoing stipulation, the aforesaid amount deposited as Earnest Money shall be liable to be forfeited by the RailTel.

- e) The Earnest Money receipt shall be incorporated in the original copy of the EoI document. The Earnest Money should be furnished in the form of an Account Payee Demand Draft in favor of M/s RailTel Corporation of India Limited, New Delhi payable at New Delhi (India) from SBI or a Nationalized Bank or a schedule Commercial Bank operating in India.
- f) The earnest money of unsuccessful applicant will save as herein before provided, be returned within reasonable time to the applicant however RailTel shall not be responsible for any loss or depreciation that may happen to the security for the due performance of the above stipulation to keep offer open for the period specified in the EoI documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.
- g) If the EoI is accepted, the amount of Earnest Money will be held as security deposit for due and faithful fulfillment of contract or till the time the Contract Performance Guarantee (Security Deposit) as required and duly signed formal contract duly is received by the purchaser.
- h) The EoI not accompanied by Earnest Money will be summarily rejected.
- i) On receipt of Letter of Intent of EoI from RailTel, the applicant shall, within a period of 15 days from the date of issue of Letter of Intent (LOI), submit the security deposit of INR 5, 00,000 (INR Five Lakhs Only) in the form of Bank Guarantee from a scheduled commercial bank for the duration of the empanelment or extended period, if any, in favor of RailTel Corporation of India Limited. Without any prejudice to its rights of any other remedy, on failure of the business partner to provide services under this EoI or in case of any breach in the terms and conditions of this Eoi, RailTel shall en-cash/forfeit the said BG.
- j) On receipt of BG, EMD will be refunded without any interest. BG should be valid for the period of empanelment, i.e. 3 years from date of empanelment or extended period.

4.3 Guideline for preparation of response to this EoI

Applicants are requested to follow the below guidelines while preparing their responses to EoI.

- a) The EoI should be in the format provided in Annexure 1. Any EoI not found responsive to the details mentioned in this document may be rejected.
- b) The applicant is requested to review the response before submission as the submitted response shall be considered final and no revision will be permitted.

4.4 Amendment to the information document

RailTel may, for any reason, whether at their own initiative or in response to a clarification requested by an interested applicant, modify this document through amendment. In such case, the following rules will apply:

- a) Any amendment shall be issued in writing through addenda.
- b) Addenda shall be hosted on RailTel's website. Any Applicant who wishes to receive the addenda via email can send an email to the email address indicated in the Notice section requesting for the same.
- c) Any such modification will overrule the original version and previously modified version.
- d) RailTel, at its discretion, may extend the deadline for submission of EoI, after considering the materiality of the amendment.

4.5 Confidentiality

The empaneled Business Partner and their personnel will not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of RailTel or its clients without the prior written consent of RailTel.

4.6 Jurisdiction

The parties through respective signatories shall settle any dispute or disagreement with respect to performance, non-performance or defective performance of respective obligation amicably. In the event of disputes remaining unresolved, the parties shall refer the matter to a single arbitrator under arbitration law that may be applicable, whose appointment shall be done by Chairman & Managing Director, RailTel Corporation of India Limited. The place of arbitration shall be New Delhi and the language used shall be English.

4.7 Force Majeure Clause

If at any time, during the continuance of this contract, the performance, in whole or part, by either party, of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, Civil Commotion, Sabotage, Fires, Floods, Earthquakes, explosions, strikes, epidemics, quarantine restrictions, lockouts, any statute, statutory rules/ regulations, order of requisitions issued by any Government Department or Competent Authority or acts of God (here-in-after referred to as event)

then provided notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this Contract nor shall either party have any claim for damage against the other in respect of such non- performance or delay in performance, and the obligations under the Contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, PROVIDED FURTHER that if the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event beyond a period as mutually agreed to by the Railways and the Contractor after any event or 60 days in the absence of such an agreement whichever is more, either party may at its option terminate the Contract provided also that if the contract is so terminated under this clause the Railways may at the time of such termination take over from the Contractor at prices as provided for in the contract, all works executed or works under execution.

5 Terms and Conditions

- a) The empaneled partner needs to sign an NDA with RailTel as per RailTel's policy.
- b) RailTel reserves the right to accept or reject any or all application(s) without assigning any reason whatsoever. RailTel's decision in this regard shall be binding and final.
- c) The bidder should furnish a list of its Partner's/Directors and a declaration that such partners/Directors has no interest in any other bidders in respect of the same tender.
- d) Business partners will be empanelled based on the eligibility criteria mentioned in the EoI document considering the skill matrix, financials and past experience of the firms.
- e) Sole proprietary firms are not allowed to participate for the empanelment.
- f) RailTel reserves the right to verify the particulars furnished by the applicant independently, If any of the information, furnished by the applicant, is found incorrect at a later stage, RailTel may forfeit the EMD or encash the Bank Guarantee or the bidder may have to borne the losses incurred by RailTel.
- g) If the empaneled partner doesn't not respond to the enquiries on three different occasions or express their inability to quote for enquiries, RailTel reserves the right to cancel its empanelment.
- h) If the business partner is unable to quote against any query floated by RailTel, Regret letter must be sent, failure to do so repeatedly may result in deletion of the business partner's name from the approved list of Business Partners.
- i) Wherever required, specific MoU/agreement will be signed with respective partner for specific business opportunity (RFP/Tender/Bid).

- j) The applicant after submitting the response to this EoI, agree with RailTel for honoring all aspects of fair trade practices.
- k) The applicant shall bear all cost associated with the preparation and submission of the response to this EoI.
- l) The lock-in period for empanelment will be one(01) year, after one year in case any partner wishes to withdraw/exit empanelment, the same can be done by giving a written notice of 3 months, provided there are no obligations pending on the part of bidder.

6 Annexures

6.1 Annexure 1: EoI Format

The response to the EoI needs should cover following and should reach RailTel before the submission deadline. RailTel reserves the right to reject any response received after the mentioned deadline.

- 1. The cover letter in the format mentioned in Annexure 2 should be part of the expression of interest being submitted.
- 2. Applicant must include the EoI fees and EMD demand drafts. Both demand drafts must be in the name of “RailTel Corporation of India Ltd.” payable at New Delhi. The amount of demand drafts for EMD to be submitted is mentioned in section 4.2.
- 3. The applicants need to provide all the reference details/documentary evidences required to fulfill the eligibility criteria as applicable. The applicant are expected to submit evidences to meet all the eligibility criteria mentioned in Section 3.
- 4. The applicants need to provide the details of the point of contact who shall be contacted from RailTel for any matter pertaining to the empanelment or the EoI process in the future.

The format in which the details are to be furnished is mentioned below:

(PLEASE USE BLOCK LETTERS TO FILL THE TABLE BELOW)

DETAILS OF POINT OF CONTACT & COMPANY			
First Name		Last Name	
Designation			
Company Name			
Official Address for Correspondence			
Contact Number (Office Landline)			
Mobile Number			
Official Email ID			
GST No. (State wise)			
PAN No.			
Name of the Bank			
Bank A/C No.			
IFSC Code			

5. Applicants required to fill the form given below which would capture the category(s) in which the applicant wants to get itself empanelled with RailTel Corporation of India Ltd. The form would also capture the applicant's profile. The form is mentioned below:

Applicant's Profile Form	
Status of Applicant (Partnership, Company etc.)	
Number of Years of Experience	
Classification of products offered (each in separate line) Example: Hardware/ Services etc.	
Number of office locations in India (Provide details of offices)	
Number of office locations globally (Provide details of offices)	
Number of employees in India and global	
Total revenue from sales in India (for last 3 financial years) Note : Provisional details may be attached for FY 2017-18	FY 1 (2014-15)
	FY 2 (2015-16)
	FY 3 (2016-17)

6. It is mandatory for the applicant to fill the specialization matrix given below which would capture the area(s) in which the applicant wants to get itself empaneled with RailTel Corporation of India Ltd. The form would also capture the skills available and number of projects executed in past 3 years by the applicant. The form is mentioned below:

Specialization Matrix

Area of Specialization	Specialization Available (Y/N)	Size of technical staff	Number of projects / orders executed in last 3 years	Customer Name	Cost of executed projects (with duration)	Prospective Business for 1 st year (in Cr)	Prospective Business for 2 nd year (in Cr)	Prospective Business for 3 rd year (in Cr)
i) Health care								
ii) Education Sector								
iii) Financial Technology (FinTech)								
iv) IT Management for Mining Industry like Coal etc.								
v) Wi-Fi Network Services								
vi) Video Surveillance Services								
vii) Railway Signaling / associated Technologies								
viii) Telecom/ Network Services								
ix) MW Tower / Mast / Radio/ Last mile Solution, Installation, Commissioning & Maintenance								

x) Data Center Services / Facility Management Services								
xi) Network / ICT Security								
xii) Operation & Maintenance for Network Elements								
xiii) Enterprise Solution / ERP								
xiv) Office Automation								
xv) Document Management / Document Security								
xvi) Aadhaar Based Solutions								
xvii) Web Development and AMC								
xviii) Mobile Application Development								
xix) Software / Application Development								
xx) Vendor Management System								
xxi) Any other specific Specialization / Services								

Note

- It is mandatory to fill the above mentioned specialization matrix.
- Kindly attach documentary proof in favor of services offered.

6.2 Annexure 2: Cover Letter Format

COVERING LETTER

(to be on company letter head)

Offer Reference No: RailTel/EOI/CO/DNM/2017-18/423

Date:

To,

EoI In-charge,
RailTel
RailTel Address,
Dear Sir,

Sub: Empanelment of Business Partner

Having examined EoI document bearing the reference number RailTel/EOI/CO/DNM/2017-18/423, dated 22/12/2017 released by your esteemed organization, we, undersigned, hereby acknowledge the receipt of the same and offer to empanel our organization as a Business Partner in conformity with the said EoI.

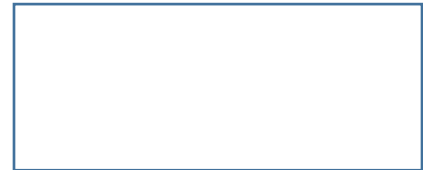
If our offer is accepted, we undertake to abide by all the terms and conditions mentioned in the said EoI over the period of empanelment.

We have enclosed a demand draft in lieu of EMD for INR 1, 00,000/- (INR One Lakh Only) in favor of RailTel Corporation of India Ltd.

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

Date:

Signature with seal –



(In the box)

Name: _____

Designation: _____

6.3 Non-Disclosure Agreement (NDA) Format

CONFIDENTIAL AND MUTUAL NON- DISCLOSURE AGREEMENT

THIS AGREEMENT MADE ON THIS ____ DAY OF ____, 2018 AT GURGAON

BETWEEN

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

AND

RailTel Corporation of India Limited, is a Government of India undertaking under the Ministry of Railways duly incorporated under the provisions of the Companies Act, 1956 and having its registered Office at 6th Floor, IIIrd Block, Delhi Technology Park, Shastri Park, Delhi-110053 and Corporate Office at Plot No. 143, Institutional Area, Sector-44, Gurgaon-122003 (hereinafter referred to as "**RailTel**") , represented by Dy. General Manager/Law & CS Mr. J.S. Marwah duly authorized for the same which expression shall mean and include unless repugnant to the context, its successors, representative and permitted assigns of the **SECOND PART**

WHEREAS

- A. Company is poised to provide _____ services to _____ for _____ project.
- B. RAILTEL is a Public Sector Undertaking (a 100% owned PSU under the Ministry of Railways), setup inter alia to exploit Indian Railway's large telecom infrastructure.
- C. COMPANY and RAILTEL are working-out/ negotiating a possible commercial and strategic business relationship (hereinafter Purpose).
- D. During the course of the above negotiations RAILTEL and COMPANY (including their affiliates may in conjunction with the purpose and for their mutual benefit, disclose to each other certain information being proprietary and/or of confidential nature, and/or RAILTEL and COMPANY

- may receive and share or be grant access by the other to such confidential and/or proprietary information which is considered trade secret, proprietary, confidential and/ or sensitive;
- E. The parties and its affiliates wish to ensure the protection and secrecy of their respective confidential information which may be disclosed, received or granted access to by the other party and wish to reduce to writing, their agreement in this respect.

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

- 1) **Definition**
For the purpose of this agreement, the term ‘Confidential Information’ shall mean and include any information or data of a scientific, technical, commercial or financial nature disclosed by the Disclosing party to the Receiving Party or which is obtained by a party from the other whether in writing, pictorially, in machine readable form, on disc, mail or orally, or by any other means/ modes of disclosure and including without limitation any information contained in any written or printed document, hardware, firmware and software, information related to technology and business activities (including, but not limited to, communication systems, telecommunication, business outlooks, revenue, pricing, trade secrets), computer programs, software (including, without limitations, code, software output, screen displays, file hierarchies and user interfaces), formulas, data, inventions, techniques, technology, know-how, processes, ideas, (whether patentable or not), schematics, specifications, drawings, product designs, product plants, programming, services, strategies, third party confidential information, and corporate and personnel statistics, customer lists (potential or actual) and other customer-related information, supplier information, sales statistics, market intelligence, marketing, business working, operations, parent, subsidiaries, affiliates and other business strategies and other commercial information of a confidential nature.
- (a) The party disclosing the Confidential Information is referred herein to as “Disclosing Party” and the party to which such Confidential Information is disclosed is referred to herein as “Recipient Party”.
- (b) “Affiliate” of the Party shall mean the Company or other person who or which is either controlled by the respective Party or who controls the respective Party or who or which is controlled by same person/ entity who controls the respective Party, either by way of significant shareholding, voting rights or technical collaboration whether directly or indirectly through its affiliate.
- 2) Neither party shall be required to disclose any particular information (including but not limited to Confidential Information) to the other and disclosure of any such information shall be entirely voluntary and at the sole discretion of the parties and to the extent deemed necessary by it and is not intended to, and shall not, create any contractual or other relationship or obligation of any kind beyond the terms of this Agreement nor any provision or disclosure of information (including but not limited to Confidential Information) as contemplated hereunder, shall be construed as creating, conveying, transferring by one party on the other any rights, license or authority in or to the information provided. The parties hereto shall use the Confidential Information only for the limited purpose of exploring/ finalizing the possible business relationship between the parties hereto and for no other purpose whatsoever.

- 3) Both the parties acknowledge and understand that any exchange of confidential Information of any nature shall not commit or bind the other to enter into a contract or otherwise and that neither party shall rely on any information provided by the other as a commitment or an inducement to act or not to act in any given manner. Further neither party shall be liable to the other in any manner whatsoever for any decisions, obligation, costs or expenses incurred, changes in business practices, plans, organization, products, services or otherwise of the other, as a result of this Agreement or any exchange of Confidential Information hereunder.
- 4) Both the Parties agrees and undertake to regard and preserve as Confidential Information provided by each to the other or which may be disclosed, received or granted access to by either party or come to the knowledge of either party in any manner in connection with the negotiations for the possible business relationship.
- 5)
 - (a) In maintaining the Confidential Information hereunder both parties agree that they shall not, without first obtaining the written consent of the other, disclose or make available to any person, firm or enterprise, reproduce or transmit, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except that either party may disclose any Confidential Information to its Directors, officers, employees, or advisors on a "need to know" basis to enable them to evaluate such "Confidential Information" in connection with the negotiation for the possible business relationship between the Parties hereto.
 - (b) Both parties shall ensure that the said employee(s) and / or the said person(s) shall maintain confidentiality with regard to the disclosed Confidential Information, if any, and shall issue suitable instructions and/or get suitable written undertakings or agreements executed to binds its employees and/or the said person(s) to the same obligations of confidence and safeguarding as the parties hereto and to adhere to the confidentiality/ non disclosure terms contained in this Agreement.
 - (c) Save and except for the purposes mentioned in clause (a) above both parties further agree that neither party will part with/ disclose any "Confidential Information" received by it to any other person directly or indirectly nor make copy(s) or reproduce in any way (including without limitation store in any computer or electronic system any written material/ documents containing "Confidential Information" and such written material/ documents will be retained under strict confidentiality by the receiving party.
 - (d) Both parties further agree that the confidential information which may pertain to or touch upon any regulatory aspects and/or dealings of either party with any statutory / government/ related agencies/ bodies, whether the said information is received verbally or in writing, will not be disclosed in any manner, either directly or indirectly, to any other persons except to its Directors, employees or advisors on a strictly 'need to know' basis.
 - (e) Both parties further agree to exercise the same degree of care that it exercises to protect its own Confidential Information of a like nature from unauthorised disclosure, but in no event shall a less than reasonable degree of care be exercised by either party.

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

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

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

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

- 7) Both parties further agree and undertake not to disclose the information marked "Confidential Information" of the other to their agents or contractors without prior written approval from the other and without having first obtained from each agent or contractor a separate written agreement or undertaking binding them to the same obligations of confidence and safeguarding.
- 8) The parties further recognize that it may be necessary or appropriate for COMPANY to disclose Confidential Information to other Group Companies not named herein. For this purpose, COMPANY guarantees the observance and proper performance of other Group Company to whom Confidential Information is disclosed as above, of the terms and conditions of this agreement.
- 9) Both parties further agree to indemnify and keep indemnified each other against all actual loss and damage which the Disclosing Party may suffer as a result of any breach of this agreement by the Recipient Party of the Confidential Information. Provided always that
- a. the Disclosing Party shall forthwith give written notice to the recipient Party of the loss and damage; and

- b. the Recipient Party shall be furnished with satisfactory documentary evidence of such actual loss and damage.
- 10) Both parties further agree that upon termination/ expiry of this Agreement or at any time during its currency, at the request of the Disclosing Party the Recipient Party shall promptly (and in any case, within 15 days of request), deliver to the Disclosing Party all copies of the Confidential Information in its possession or under its direct or indirect control or shall destroy all memoranda, notes and other writings prepared by the recipient party or its affiliates, Directors, officers, employees or advisors to the extent the same are based on the confidential information with a written statement to the effect that upon such return the Receiving Party has not knowingly retained in its possession or under its control, either directly or indirectly, any Information or copies of such (other than Confidential Information embedded in the Receiving Party's records).

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

- 11) Both parties acknowledge that the confidential information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties which afford them certain competitive and strategic advantage. Accordingly neither party will use the confidential information or strategies, plans, business activities, methods, process, information, and /or competitive and strategic advantage to the other.
12. Each party understands that the other party may currently or in the future be developing information internally, or receiving information from third parties that may be similar to the "confidential Information" Accordingly, nothing in this agreement will be construed as a representation or inference that either party will not develop products, or have products developed for it, or enter into joint ventures, alliances, or licensing arrangements that, without violation of this agreement, compete with the products or systems embodying the "confidential Information".
13. Except as specifically provided herein, disclosure of confidential information by either party pursuant hereto shall not be deemed to grant to the Recipient party, any rights, interest or property in such confidential information and accordingly both parties agree that they will not directly or indirectly claim or submit any application for grant of any patent, copyright, design right or other intellectual property Rights in, to or on the basis of the confidential information.
14. The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly notwithstanding anything contained in clause 18 hereof, the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach : provided , however, no specification in this confidentiality Agreement of a specific legal or equitable remedy shall be construed as a waiver or prohibition of any other legal or remedies in the event of a breach or threatened breach of this Agreement and

the remedies specified herein shall be in addition to all other reliefs and remedies available to the parties under prevailing laws.

15. No failure or delay by either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement of any right, remedy or power preclude any single or partial exercise or enforcement thereof or the exercise or enforcement of any of any other right, remedy or power.
16. Each Party acknowledges that the other Party makes no representation or warranty as to the accuracy or completeness of any of the Information furnished by or on its behalf. Only those representations and warranties which are made in a final definitive agreement relating to the purpose of the disclosure of the Information will have legal effect.

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

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

The parties acknowledge that:

- (a) such Confidential Information as is disclosed by the Disclosing party under this Agreement is accepted by the Receiving Party at its own risk; and
 - (b) it releases the Disclosing party from all claims, actions and suits in relation to such Confidential Information (including its use under this Agreement).
17. This agreement will be governed by the laws of India and jurisdiction shall be exclusively vested in the courts at New Delhi, India only.
18. If any matter arises between the parties about this agreement then the parties shall meet to discuss the matter and shall negotiate in good faith to endeavour to resolve the matter arising the matter however.
 - a. If any matter arising has not been resolved by the parties within thirty (30) days after the date the party raising the matter gave notice of it to the other party: then

b. the matter shall be submitted by either party to Arbitration. Arbitration shall be held in New Delhi, India. The arbitration shall be conducted as per the provisions of Indian Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof.

c. Each party to the dispute shall appoint one Arbitrator each and the two Arbitrators shall appoint the third or the presiding Arbitrator. The arbitration proceedings shall be conducted in the English language. The courts of law at New Delhi, India alone shall have the jurisdiction. The arbitration award shall be final and binding upon the parties and judgement may be entered thereon, upon the application of either party to a court having jurisdiction.

d. Each party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the parties unless the award otherwise provides.

19. This agreement shall not be assignable or transferable by either party without the written consent of the other party.
20. No license to a Party hereto, under any trademark, patent, copyright or any other intellectual property right, is either granted or implied by the conveying of Information to such party.
21. This agreement shall remain valid for a period of 3 (three) years from the date of execution of this Agreement which term may be extended by mutual consent in writing of both the parties. This agreement may be terminated by either party by giving 30 (thirty) days notice in writing to the other party without assigning any reason whatsoever. However, the obligations of each party hereunder shall survive the termination or earlier determination or expiry of this Agreement and shall continue and be binding upon the parties irrespective of whether the discussion between the parties materialize into a specific understanding/business relationship or not for a further period of 5 (five) years after termination / expiry of the Agreement.
22. All notices required by this Agreement shall be in writing, and shall be personally delivered, sent by registered post or by commercial courier, addressed as follows:

To Company: Mr/Ms _____

To RAILTEL:

Attn: Mr. J. S. Marwah

RailTel Corporation of India Limited,

Plot No.143, Sector-44,

Institutional Area, Opp. Gold Souk Mall

Gurgaon - 122 003

Fax: 91-11-4236084

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

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

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

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

For _____

For **RailTel Corporation of India Ltd.**

Sign :

Sign :

Name :

Name : **J. S. Marwah**

Title :

Title : **DGM/Law & CS**

6.4 Performance Bank Guarantee Format

GURANTEE BOND FOR SECURITY DEPOSIT

(On Stamp Paper of Rs. One Hundred)

(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited, having its registered office at 6th Floor, IIIrd Block, Delhi Technology Park, Shastri Park, New Delhi-110053 and Corporate office at Plot No. 143, Institutional Area, Sector – 44, Gurgaon-122003, Haryana (Herein after called “RailTel”) having agreed to exempt <indicate the name and address of the contractor>..... (Hereinafter called “ the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No. dated made between and for (hereinafter called “ the said Agreement”) of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs. only). We,< indicate the name, address, telephone and fax numbers of the Bank> (hereinafter referred to as “ the Bank”) at the request of the said Contractor(s) do hereby undertake to pay RailTel an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We, <indicate the name of the Bank> do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the failure of the said Contractor(s) 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.
3. We, <indicate the name of the Bank> undertake to pay to RailTel any money so demanded notwithstanding any dispute or disputes raised by the said Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the said Contractor(s) / Supplier(s) shall have no claim against us for making such payment.

We, <indicate the name of 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 RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said

Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the (1) We shall be discharged from all liability under this Guarantee thereafter.

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

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

We, <indicate the name of Bank>, lastly undertake not to revoke this Guarantee during its currency except with the previous express consent of RailTel in writing.

Dated the day of 2018/19

for

<indicate the name of the Bank>

Witness

1. Signature
 Name
2. Signature
 Name

NOTE: The Guarantee shall be valid for a period of Three years.

6.5 Abbreviations

S. No.	Abbreviation	Meaning
1	BP	Business Partner
2	EoI	Expression of Interest
3	NLD	National Long Distance
4	ISP	Internet Service Provider
5	QoS	Quality of Service
6	VAT	Value Added Tax
7	PSU	Public Sector Undertaking
8	MoU	Memorandum of Understanding
9	EMD	Earnest Money Deposit
10	SLA	Service Level Agreement
11	NDA	Non-Disclosure Agreement
12	POC	Point of Contact
13	BG	Bank Guarantee
14	GST	Goods & Service Tax