

RailTel Corporation of India Ltd

(A Mini Ratna PSU under Ministry of Railways)



NOTICE INVITING EXPRESSION OF INTEREST (EOI)

EOI No. : RailTel/EoI/CO/ITP/2021-22/FOIS-IR-NETSEC *

Dated 19th Feb 2022

Expression of Interest (EOI) for **Selection of Partner (Pre-bid Arrangement) for Network & Security of FOIS**

*eFile No. : RCIL-CO0DNM(MKTG)/3/2022-O/o DGM/IT/CO/RCIL

Issued by:

RailTel Corporation of India Ltd

(A Mini-Ratna PSU under Ministry of Railways)

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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 bidders in making their decision of whether or not to bid.

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

TABLE OF CONTENTS

SR. NO.	DESCRIPTION	PAGE NOS.
	Schedule of Events	06
1	About RailTel	07
2.	Background of EOI	07
3	Scope of Work & Partner Selection	08 – 09
4	Compliance Requirements for Interested Bidders	09 – 10
5	Proposal Preparation and Submission Cost	10
6.	Amendment to EOI Document	10
7.	Bid Validity Period	11
8.	Right to Terminate the Process	11
9.	Language of Bid	11
10.	Submission of Bid	11 – 12
11.	Right to Reject / Accept any or all Proposals	12
12.	Payment Terms	12
13	Performance Bank Guarantee (PBG)	12 – 13
14	Details of Commercial Bid / Financial Bid	13 – 14

15	Duration of the Contract Period	14
16	Restriction of 'Transfer of Agreement'	14
17	Suspension, Revocation or Termination of Contract / Agreement	14 – 15
18	Dispute Settlement	15
19	Governing Laws	15
20	Statutory Compliance	16
21	Intellectual Property Rights	16
22	Severability	16
23	Force Majeure	16 – 17
24	Indemnity	17 – 18
25	Limitation of Liability towards RailTel	18
26	Confidentiality cum Non-disclosure	18 – 19
27	Assignment	19
28	Insurance	19
29	Exit Management	19 – 20
30	Waiver	20
31	Changes in Contract Agreement	20

32	Annexure – 01 (EOI COVER LETTER)	21
33	Annexure – 02 (Bid Security Declaration)	22
34	Annexure – 03 (Local Content Compliance)	23
35	Annexure – 04 (Checklist of Documents for Bid Submission)	24
36	Annexure – 05 (Commercial Bid)	25 – 26
37	Annexure – 06 (Proforma for Performance Bank Guarantee)	27 – 28

SCHEDULE OF EVENTS

1	EOI Document Availability	EOI document can be downloaded from website http://www.railtelindia.com from 19-Feb-2022 onwards till last date of submission of the EOI.
2	Cost of the EOI Document	NIL
3	Earnest Money Deposit (EMD)	Bid Security Declaration to be submitted
4	Last date of submission of response to EOI Response	1500 Hrs on 23-Feb-2022
5	Date & Time of Opening of EOI Response	1530 Hrs on 23-Feb-2022
6	Mode of Submission of EoI Response	Physical Submission of Sealed Envelope containing Techno-Commercial Bid. The physical submission is to be done at the address as mentioned in this EOI document. All interested partners may note that this is a 'Single Packet Single Envelope' Bid Submission. EOI response submitted through any other mode will not be accepted.

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

Contact Details for this EOI :

Level 01 : Sh. Naresh Kumar / Dy. General Manager (IT) / naresh[dot]kumar[at]railtelindia[dot]com

Level 02 : Sh. Manish / Senior Manager (Mktg) / manish[at]railtelindia[dot]com

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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 colocation, MPLS based IP-VPN, Internet, Data Centre services, NGN based voice carriage services to Telecom Operators, Dark fibre leasing to MSOs/LCOs. The major customer segment for RailTel comprises of Enterprises, Banks, Government Institutions/Department, Educational Institutions/Universities, Telecom Service Providers, Internet Service Providers, MSOs, etc. RailTel being a "Mini Ratna (Category-I)" PSU is steaming ahead in the enterprise segment with the launch of various services coupled with capacity augmentation in its Core network.

2. Background of EOI

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

In this regard, RailTel intends to participate in the tender floated by Centre for Railway Information Systems (hereafter referred to as 'CRIS') and accordingly seeks to select a suitable partner for pre-bid arrangement. The details of pertinent tender are as below :

Tender Title : Procurement of Network & security equipment for implementation of "3-Way DR of FOIS"

e-Tender No : 01215297

Tender Document Availability (including corrigenda) : <https://ireps.gov.in>.

Note : Interested partners are strongly advised to refer the pertinent tender documents, corrigenda or any other document published by CRIS in this regard at the link mentioned above or as mentioned by CRIS. Interested partners have to search on their own, all the relevant information / documents published by CRIS on the e-tender portal mentioned above / CRIS's website, for the pertinent tender of CRIS.

3. Scope of Work & Partner Selection

3.1. Interested partners may refer to the CRIS' Tender Documents including subsequent corrigenda for e-Tender No. 01215297 (Procurement of Network & Security Equipment for Implementation of "03-Way DR of FOIS" [hereafter referred to as 'FOIS-NETSEC']) to understand the overall Scope of Work.

3.2. Interested partners need to submit their EoI response in form of duly signed and stamped and sealed techno-commercial bid at the RailTel office either through post or by-hand, within the stipulated date and time, as mentioned in this EOI document. Address of the RailTel office where bid is to be submitted is :

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

3.3. Interested partners may note that this is a 'Single Packet Single Envelope' Bid. The bid should be placed in a sealed envelope. The cover envelope should have below information :

- EoI Name and Number
- Last Date and Time of Submission
- Addressed to the contact persons as mentioned in this EOI document
- Address of the Office where EOI is to be submitted, as mentioned in this EOI document.

3.4. Only those bids shall be opened, which have been submitted within the stipulated time as mentioned in this EOI document.

3.5. For the opened bid, the bidder will be selected on the lowest quote (L-1) basis for complete 'Scope of Work' as mentioned in the CRIS's FOIS-NETSEC tender document, 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.

3.6. As of now, EoI response from interested partners is invited considering that the selected partner will be responsible for delivering of complete 'Scope of Work' as mentioned in the CRIS's FOIS-NETSEC tender document and subsequent corrigenda. However, RailTel at its discern, may take-up a certain portion / percentage of 'Scope of Work' by communicating to the CSP at any point of time during the engagement period. (*The day at which 'CSP' is declared, will mark the start of engagement period. The period will be valid till final outcome of the FOIS-NETSEC tender is announced by CRIS. In case, RailTel comes out to be winner of the FOIS-NETSEC tender, then the engagement period will get auto-extended to the period RailTel serves CRIS for the FOIS-NETSEC tender, unless terminated earlier by RailTel as per terms and conditions mentioned in this EoI document*). In this scenario, commercial engagement with the CSP will be for that portion / percentage only, which has not been taken by RailTel.

Accordingly, resultant value of work will be derived on the basis of negotiated (*in case*) commercial bid of the CSP.

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

3.8. Validity of the submitted bid (technical and commercial) should be of 120 days from the last date of submission of EOI response as mentioned in this EOI document.

4. Compliance Requirements for Interested Bidders

4.1. The interested bidder should be an Empanelled Partner with RailTel on the last date of bid submission of EOI.

4.2. The interested bidder should submit Bid Security Declaration In lieu of Earnest Money Deposit (EMD) in the format as mentioned in this EOI document. EoI response without 'Bid Security Declaration' is liable for rejection without assigning any further notice.

4.3. The interested bidder should be in compliance to insertion of Rule 144(xi) in the GFR, 2017 vide office OM no. 6/18/2019-PPD dated 23-July-2020 issued by Ministry of Finance, Government of India, including revisions.

4.4. The interested bidder should submit an undertaking for maintaining of 'Local Content Compliance' and shall submit a certificate mentioning the 'Local Content Percentage' duly signed and stamped by statutory auditor or cost auditor or authorised signatory of the interested partner.

4.5. The interested bidder should not be backlisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body on the last date of submission of EOI.

4.6. There should not be any ongoing or past, arbitration case(s) between 'RailTel or Organizations under Indian Railways' and 'Interested Bidder' on the last date of submission of EOI.

4.7. The interested bidder shall not have a conflict of interest with one or more bidding parties. Participation of interested bidder(s) with a conflict-of-interest situation will result in the disqualification of all bids in which it is involved. A bidder may be in a conflict of interest with one or more parties if including but not limited to :

a. Have controlling shareholders as his/her family members viz. spouse, son, daughter, father, mother or brother etc. in common or ;

b. Have a relationship with each other directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another interested partner.

4.8. The interested bidder should not be seeking / extending / exploring similar arrangements / engagements with any other organization except RailTel, for the FOIS-NETSEC tender.

4.9. The interested partner should have a valid Goods and Service Tax Identification Number (GSTIN), as on the last date of submission of EOI.

4.10. In addition to above clauses, bid of interested bidder should be in compliance to terms and conditions and technical requirements of the pertinent CRIS' FOIS-NETSEC tender.

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 4.10.

5. Proposal Preparation and Submission Cost

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

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 120 days from the date of submission of EOI, as mentioned in this EOI document.

7.2. RailTel may request the for an extension of the period of validity. The validity of the 'Bid Security Declaration', should also be suitably extended if called upon to do so by RailTel. The request and the responses thereto shall be made in writing through e-mail communication only. Further, whenever the bid validity extension is submitted by the interested partner, it should be ensured by interested partner that their PBG related to the empanelment should have minimum validity of 90 days from the last date of extended bid validity period.

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. 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

11.1. 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. Payment Terms

12.1. Payment will be on '**back-to-back**' basis and as per the payment terms mentioned in the pertinent CRIS's FOIS-NETSEC tender.

12.2. Payment will be released after receiving the invoice for the work / services and after RailTel has received the payment from CRIS for the same work / services. Any deduction / penalties levied by CRIS on invoices of RailTel will be carried **back-to-back** and will be deducted from CSP's invoices, subject to the cause to deduction / penalty is due to deviation in terms and conditions of service standards by the CSP.

13. Performance Bank Guarantee (PBG)

13.1. In case of successful participation by RailTel in the pertinent CRIS's tender and subsequent engagements with CSP, The CSP shall at its own expense, deposit with department, within twenty-one (21) 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 Scheduled Commercial 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 'certain percentage (%)' of the contract value. The quantum of this 'certain percentage (%)' will be equal to the PBG % as asked by CRIS from RailTel. 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 ₹ 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.

13.2. The PBG should have validity for a period of 120 days from the date of validity of the contract. 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.

13.3. 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.

13.4. If the service period gets extended by virtue of extension of same by CRIS, PBG should also be extended accordingly.

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

14. Details of Commercial Bid / Financial Bid

14.1. Interested partner should submit commercial bid strictly as per the format mentioned by CRIS in the pertinent tender document or subsequent corrigendum (if any).

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

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

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

14.5. It is also possible that CRIS 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.

14.6. It is also possible that during the contract period, CRIS may raise Purchase Order to RailTel for the line items (*and respective quantities*) which are not mentioned in the pertinent tender of CRIS. In such scenario, RailTel at its sole discretion, may extend the scope of the contract with CSP by placing order to CSP, on back-to-back basis.

14.7. In addition to the Payment Terms, all other Contractual Terms will also be on '**back-to-back**' basis between RailTel and CSP, as mentioned in the pertinent CRIS's tender. MAF (Manufacturer's Authorisation Form) in the name of RailTel from the OEMs, whose product is mentioned in commercial bid format, should also be ensured by the partner. The MAF format and required content should be in-line with CRIS's FOIS-NETSEC tender.

15. Duration of the Contract Period

15.1. The contract duration shall be same as of CRIS's contract duration with RailTel until otherwise terminated earlier. Indicative contract duration is Twelve (12) Months, unless otherwise terminated earlier, as mentioned in this EOI document and subject to successful participation of RailTel in the pertinent CRIS's tender. The contract duration can be renewed / extended by RailTel at its discern, in case CRIS extends / renews services with RailTel by virtue of extending / renewing / new issuance of one or more Purchase Order(s) placed by CRIS to RailTel.

16. Restrictions on 'Transfer of Agreement'

16.1. 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.

17. Suspension, Revocation or Termination of Contract / Agreement

17.1. 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.

17.2. RailTel may, without prejudice to any other remedy available for the breach of any conditions of agreements, by a written notice of Three (03) month issued to the 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 CRIS 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.

18. Dispute Settlement

18.1. 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.

18.2. 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..

18.3. All arbitration proceedings shall be conducted in English.

19. Governing Laws

19.1. 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.

20. Statutory Compliance

20.1. 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.

20.2. The Bidder shall comply and ensure strict compliance by his/her employees and agents of all applicable Central, State, Municipal and Local laws and Regulations and undertake to indemnify RailTel, from and against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule, including but not limited to the claims against RailTel or its Customer under Employees Compensation Act, 1923, The Employees Provident Fund and Miscellaneous Provisions Act, 1952, The Contract Labour (Abolition and Regulation) Act 1970, Factories Act, 1948, Minimum Wages Act and Regulations, Shop and Establishment Act and Labour Laws which would be amended/modified or any new act if it comes in force whatsoever, and all actions claim and demand arising therefrom and/or related thereto.

21. Intellectual Property Rights

21.1. 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.

21.2. 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.

22. Severability

22.1. 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.

23. Force Majeure

23.1. 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.

23.2. 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.

24. Indemnity

24.1. 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.

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

25. Limitation of Liability towards RailTel

25.1. 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.

25.2. 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.

26. Confidentiality cum Non-disclosure

26.1. 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.

26.2. 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.

26.3. 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.

26.4. 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.

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

27. Assignment

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

28. Insurance

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

29. Exit Management

29.1. 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.

29.2. 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).

29.3. Employees : Promptly on reasonable request at any time during the exit management period, the CSP shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide RailTel a list of all employees (with job titles and communication address), dedicated to providing the services at the commencement of the exit management period; To the extent that any Transfer Regulation does not apply to any employee of the CSP, RailTel or the replacing vendor may make an offer of contract for services to such employees of the CSP and the CSP shall not enforce or impose any contractual provision that would prevent any such employee from being hired by RailTel or any replacing vendor.

29.4. 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.

30. Waiver

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

31. Changes in Contract Agreement

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

Annexure - 01**EOI COVER LETTER**
(On Organization Letter Head)

Bid Ref No. :

Date:

To,
General Manager (ITP),
RailTel Corporation of India Limited,
Plate-A, 6th Floor, Office Block Tower-2,
East Kidwai Nagar, New Delhi - 110023

Ref : EOI No. RailTel/EoI/CO/ITP/2021-22/FOIS-IR-NETSEC Dt. 18th Feb 2022

Dear Sir/Ma'm,

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 4.10) 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 120 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.

Signature of Authorised Signatory

Name
Designation

Annexure - 02**Local Content Compliance**
(On Organization Letter Head)

Bid Ref No. :

Date:

To,

General Manager (ITP),
 RailTel Corporation of India Limited,
 Plate-A, 6th Floor, Office Block Tower-2,
 East Kidwai Nagar, New Delhi - 110023

Ref : EOI No. RailTel/EoI/CO/ITP/2021-22/FOIS-IR-NETSEC Dt. 18th Feb 2022

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**Bid Security Declaration**
(On Organization Letter Head)

Bid Ref No. :

Date:

To,
General Manager (ITP),
RailTel Corporation of India Limited,
Plate-A, 6th Floor, Office Block Tower-2,
East Kidwai Nagar, New Delhi - 110023

Ref : EOI No. RailTel/EoI/CO/ITP/2021-22/FOIS-IR-NETSEC Dt. 18th Feb 2022

Dear Sir,

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

Signature of Authorised Signatory

Name
Designation

Annexure – 04**CHECKLIST OF DOCUMENTS FOR BID SUBMISSION**

S. No.	Document
1	EOI Cover Letter (<i>Annexure-01</i>)
2	Local Content Compliance & Percentage Amount (<i>Annexure-02</i>)
3	Bid Security Declaration (<i>Annexure-03</i>)
4	This EOI copy duly Signed and Stamped by the Authorised Signatory of Bidder

Note :

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

Annexure – 05

Commercial Bid
(On Organization Letter Head)

Bid Ref No. :

Date:

To,

General Manager (ITP),
RailTel Corporation of India Limited,
Plate-A, 6th Floor, Office Block Tower-2,
East Kidwai Nagar, New Delhi - 110023

Ref : EOI No. RailTel/EoI/CO/ITP/2021-22/FOIS-IR-NETSEC Dt. 18th Feb 2022

S. No.	Description	Quantity (a)	Unit	Unit Price (b)	GST on Unit Price (c)	Total Unit Price (d = b+c)	Total Price (e = d*a)	OEM / Model	HSN / SAC GST %
01	Router (03 x 100/1000 LAN + 16 x 02 Mbps [G.703] WAN + 16 x 02 Mbps [V.35] WAN Ports; 03 Channelized STM-1 Ports & 6000 Kpps)	2	Nos						
02	Firewall (10 Gbps throughput , 02 x 10 Gig LAN + 08 x 01 Gig LAN ports)	2	Nos						
03	UTM (02 Gbps throughput, 08 x 01 Gig LAN ports)	2	Nos						
04	IPS (02 Gbps)	2	Nos						
05	VPN (01 Gbps, 100 users)	2	Nos						
06	AAA (500 Devices)	2	Nos						
07	AAA (500 Devices)	1	Nos						
08	L3 Switch (12 * 40 Gig) Spine	2	Nos						
09	L3 Switch (2 * 40 Gig + 24 * 10 Gig ports) Leaf Type-1	4	Nos						
10	L3 Switch (2 * 40 Gig + 24 * 10 Gig ports) Leaf Type -2	2	Nos						
11	L3 Switch (12 * 10 Gig + 12 * 01 Gig)	4	Nos						
12	L2 Switch (2 * 10 Gig + 48 * 01 Gig)	6	Nos						

13	Installation and supply of 42 U Rack including all accessories as per specifications	2	Nos						
14	Structured cabling components for Data (Item details as per Annexure-II (A) of Special Conditions of Contract Part-II	1	Nos						
Grand Total Price in Figure* (Inclusive of All Taxes, Levies etc.)									

*In Words = ₹ -----

Signature of Authorised Signatory

Name
Designation

Note :

1. All prices should be mentioned in INR (₹).
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. 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.
5. Each and every page of this commercial bid should be duly signed and stamped.
6. Commercial bid should be submitted in a sealed envelope other than containing technical bid. At the outer side of envelope, the envelope should be labelled as 'Commercial Bid'.
7. CSP needs to provide detailed Tax break-up of all line items and their corresponding HSN/SAC codes.

Annexure - 06**PROFORMA FOR PERFORMANCE BANK GUARANTEE***(On Stamp Paper of ₹ One Hundred)*

To,

General Manager (ITP),
 RailTel Corporation of India Limited,
 Plate-A, 6th Floor, Office Block Tower-2,
 East Kidwai Nagar, New Delhi - 110023

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 and for (hereinafter called "the said Agreement") of security deposit for the due fulfilment by the said Contractor of the terms and condition contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs. Only). We (indicate the name and address and other particulars of the Bank) (hereinafter referred to as 'the Bank') at the request of contractor do hereby undertake to pay RailTel an amount not exceeding Rs. (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 (Rs. Only).

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

4. We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement

have been fully paid 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 We shall be discharged from all liability under this Guarantee thereafter.

5. We, the Bank further agree with the RailTel that the RailTel shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for 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 affect 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 2021 for (Name of Bank)

In the presence of Witnesses:

1. Signature With Date

Name

2. Signature With Date

Name

Encl : SFMS PBG Report