

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

EOI No: RailTel/EOI/WR/BB/2021-22/01

Dated 24.02.2022

**Expression of Interest for Selection of Partner from RailTel's Empaneled Partners for
EXCLUSIVE PRE- BID TEAMING ARRANGEMENT**

For

**"Request for Proposal for Selection of Master System Integrator (MSI) for Implementation of
NFAI'S Enterprise Solution".**

EOI NOTICE

**RailTel Corporation of India Ltd., Western Railway Microwave Complex,
Senapati Bapat Marg, Mahalaxmi (West), Mumbai - 400013**

EOI No: RailTel/EOI/WR/BB/2021-22/01

Dated 24th Feb 2022

RailTel Corporation of India Ltd., (here after referred to as "RailTel") invites EOIs from RailTel's Empaneled Partners for the selection of suitable partner as Exclusive pre-bid teaming arrangement for **"Request for Proposal for Selection of Master System Integrator (MSI) for Implementation of NFAI'S Enterprise Solution"**.

The details are as under:

1	Last date for submission of Technical Packet against EOI's by bidders.	01 st Mar 2022 at 12:00 Hours (Afternoon)
2	Opening of Technical Bid of EOI's.	01 st Mar 2022 at 12:30 Hours
3	Number of copies to be submitted for scope of work.	One
4	EOI fees inclusive tax (Non-refundable).	Rs.5,000/-
5	EMD for Pre-Bid Arrangement.	Rs. 2,00,000/-

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

RailTel Bank Details: Union Bank of India, Account No.317801010036605, IFSC Code - UBIN0531782.

Eligible RailTel's Empaneled Partners are required to direct RailTel's website www.railtelindia.com. For any Amendments/ Corrigendum's the bidders are requested to go through the Website from time to time.

1st Level

Contact: Viplov Nath Mishra
Position: Asst. GM/Mktg7/Pune
Email: viplovnmishra@railtelindia.com
Contact: +91-9004444124

2nd Level

Contact: Ravikant Prasad
Position: GM/Mumbai
Email: ravi@railtelindia.com
Contact: +91-9004444109

Note:

1. Empaneled partners are required to submit soft copy of technical packet through an e-mail at nfai-eoi@railtelindia.com duly signed by Authorized Signatories with Company seal and stamp.
2. The EOI response is invited from eligible **Empaneled Partners of RailTel only.**
3. All the document must be submitted with proper indexing and page numbers.
4. This is an **exclusive pre-RFP partnership arrangement with RailTel's Empaneled Partner of RailTel for participating in the end customer RFP.** Selected partner's authorized signatory has to give an undertaking they will not submit directly or indirectly their bids and techno-commercial solution/association with any other Organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to prospective Organization by RailTel). This undertaking has to be given with this EOI Response.
5. **Transfer and Sub-letting.** The RailTel's Empaneled Partner has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contractor any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

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1. Introduction about RailTel

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

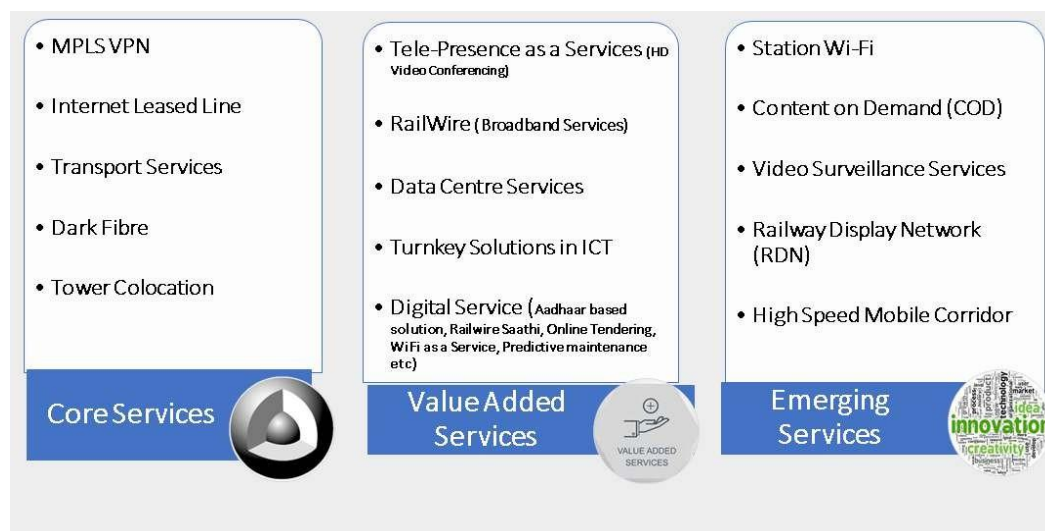
RailTel has approximately 60000 km's of OFC along the protected Railway tracks. The transport network is built on high capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon and Secunderabad hosting/ collocating critical applications. RailTel is also providing Telepresence as a Service (TPaaS), where a High Definition Video Conference facility bundled with required BW is provided as a Service.

For ensuring efficient administration across India, country has been divided into four regions namely, Eastern, Northern, Southern & Western each headed by Executive Director and Headquartered at Kolkata, New Delhi, Secunderabad & Mumbai respectively. These regions are further divided into territories for efficient working. RailTel has territorial offices at Guwahati, & Bhubaneswar in East, Chandigarh, Jaipur, Lucknow in North, Chennai & Bangalore in South, Bhopal, and Pune & Ahmedabad in West. Various other territorial offices across the country are proposed to be created shortly.

RailTel's business service lines can be categorized into three heads namely B2G/B2B (Business to Government and Business to Business) and B2C (Business to customers):

Licenses & Service portfolio:

Presently, RailTel holds Infrastructure Provider-1, National Long Distance Operator, International Long Distance Operator and Internet Service Provider (Class-A) licenses under which the following services are being offered to various customers:



a) Carrier Services

- National Long Distance: Carriage of Inter & Intra-circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators.
- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth & above.
- Dark Fiber/Lambda: Leasing to MSO's/ Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/ BTS of Telco's.

b) Enterprise Services

- Managed Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above.
- MPLS VPN: Layer-2 & Layer-3 VPN available for granularities from 2Mbps & above
- Dedicated Internet Bandwidth: Experience the "Always ON" Internet connectivity at your finger tips in granularities 2 Mbps to several Gbps.

c) DATA CENTER Infrastructure as a services (IaaS), Hosting as Services, Security operation Centre as a Service (SOCaaS): RailTel has MeitY empanelled two Tier-III data centres in Gurgaon & Secunderabad. Presently RailTel is hosting critical applications of Indian Railways, Central & State government/ PSUs applications. RailTel will facilitate Government's applications/ hosting services including smooth transition to secured state owned RailTel's Data Centers and Disaster Recovery Centres. RailTel also offers SOC as a Service 'SOCaaS'. In addition, RailTel offers VPN client services so that employees can seamlessly access government's intranet, applications securely from anywhere without compromising security.

- National Long Distance: Carriage of Inter & Intra-circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators.
- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth & above.
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/ BTS of Telco's.

d) High-Definition Video Conference: RailTel has unique service model of providing high definition video conference bundled with Video Conference equipment, bandwidth and FMS services to provide end to end seamless services on OPEX model connecting HQ with other critical offices. RailTel also offers application-based videoconference solution for

employees to be productive specially during this pandemic situation.

e) Retail Services - RailWire

RailWire: Triple Play Broadband Services for the Masses. RailTel has unique model of delivering broadband services, wherein local entrepreneurs are engaged in delivering & maintaining broadband services and upto 66% of the total revenues earned are shared to these local entrepreneurs in the state, generating jobs and revitalizing local economies. On date RailTel is serving apprx 4,00,000 subscribers on PAN Indian basis. RailTel can provide broadband service across– Government PSU or any Organization's officer's colonies and residences.

2. Project Back ground and Objective of EOI

RailTel intends to participate in “**Request for Proposal for Selection of Master System Integrator (MSI) for Implementation of NFAI'S Enterprise Solution.**”

RailTel invites EOIs from RailTel's Empaneled Partners for the selection of suitable partner for participating in above mentioned work for the agreed scope work. The empaneled partner is expected to have excellent execution capability and good understanding customer local environment.

3. Scope of Work

The scope of work will be as mentioned in the end Customer Organization RFP for “**Request for Proposal for Selection of Master System Integrator (MSI) for Implementation of NFAI'S Enterprise Solution.**”

Special Note: RailTel may retain some portion of the work mentioned in the end organization RFP, where RailTel has competence so that overall proposal becomes most winnable proposal.

3.1 Schedule of Requirement (At Annexure-A)

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

For detailed scope of work, may please refer to website ([site www.nfai.gov.in](http://www.nfai.gov.in)) vide Tender No: **302/52/2021 - NFHM Dated 16.11.2021**. including all latest Corrigendum's, Addendums & pre-bid clarifications etc.

In case of any discrepancy or ambiguity in any clause / specification pertaining to scope of work area, the RFP and subsequent corrigendum released by end customer organization

shall supersede and will prevail. (All associated clarifications, response to queries, revisions, addendum and corrigendum, associated prime service agreement (PSA)/MSA/SLA also included).

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

4. Response to EOI Guidelines

4.1 Language of Proposals:

The proposal and all correspondence and documents shall be written in English in softcopy through email nfai-eoi@railtelindia.com

4.2 RailTel's Right to Accept/Reject responses :

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

4.3 EOI response Document:

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

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

4.4 Period of Validity of bids and Bid Currency:

Bids shall remain valid for a period of 120 days from the date of opening of Tender no: 302/52/2021 - NFHM Dated 16.11.2021 of NFAI. If any extension is required by customer, then the same will be extended for further period.

4.5 Negotiation:

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

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

4.6 ATTESTATION OF ALTERATION:

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

4.7. Information to Bidder:

- The tenderer should submit the Techno-Commercial offer to the mail id nfai-eoi@railtelindia.com on or before 12:00 hrs (Afternoon) of 01.03.2022.
- The offer should be complete in all aspects.
- The bidder has to submit all applicable documents as per the EOI

4.8 Guidelines for preparations of response to this Eoi - Bidder are requested to follow the below guidelines while preparing the response to Eoi.

- a. The bidder is requested to review the response before submission as the submitted responses shall be considered final and revisions may not be permitted, unless there are genuine reasons for such revisions.
- b. Bidder should download the document and sign each page.

4.9. Bid Earnest Money (EMD): The RailTel's Empaneled Partner shall furnish a sum as given in EOI Notice via online transfer from any scheduled bank in India in favour of "RailTel Corporation of India Limited" along with the offer. This will be called as **EOIEMD**.

4.9.1 Offers not accompanied with valid EOI Earnest Money Deposit shall be summarily rejected.

4.9.2 In case of RailTel's Empaneled Partner's offer is selected for bidding, a RailTel's Empaneled Partner has to furnish Earnest Money Deposit (for balance amount as mentioned in the customer's Bid as and if applicable) for the bid to RailTel. The selected RailTel's Empaneled Partner shall have to submit a Bank Guarantee against EMD in proportion to the quoted value/ scope of work to RailTel before submission of bid to end customer as and as and when applicable.

4.9.3 Return of EMD for unsuccessful RailTel's Empaneled Partners: EOI EMD of the unsuccessful RailTel's Empaneled Partner shall be returned without interest after completion of EOI process.

4.9.4 Return of EMD for successful RailTel's Empaneled Partner: EOI-EMD & Earnest Money Deposit (balance proportionate EMD) if applicable and Integrity Pact BG of the

successful bidder will be discharged / returned as promptly as possible after the receipt of RailTel's EMD/BG from the Customer and or on receipt of Security Deposit Performance Bank Guarantee as applicable from RailTel Empaneled Partner whichever is later.

4.9.5 Forfeiture of EOI EMD or EOI EMD & EMD (balance proportionate EMD) and or Penal action as per EMD Declaration:

4.9.6 The EOI EMD may be forfeited and or penal action shall be initiated if a RailTel Empaneled Partner withdraws his offer or modifies the terms and conditions of the offer during validity period.

4.9.7 In case of non-submission of SD/PB lead to forfeiture of EOI EMD, EMD (balance proportionate EMD) if applicable and Integrity Pact BG and or suitable action as prescribed in the EMD Declaration shall be initiated as applicable.

4.10 Security Deposit/ Performance Bank Guarantee (PBG):

- The selected Partner shall have to submit a Bank Guarantee against Security Deposit @ in proportion to the ordered value to RailTel as back to back arrangements for the Bid. The rate and value of SD/PBG shall be as per Tender no: 302/52/2021 - NFHM Dated 16.11.2021 of NFAI.
- In the case the bid is successful the PBG also will have to be submitted to RailTel on back to back basis.
- In case work share arrangements are mutually agreed between RailTel and managed services Partner then the PBG will be proportionately decided.

4.11 Last date & time for Submission of EOI response:

EOI response must be submitted to RailTel at the email address: nfai-eoi@railtelindia.com not later than the specified date and time.

4.12 Modification and/or Withdrawal of EOI response:

- EOI response once submitted will treated, as final and no modification will be permitted except with the consent of the RailTel.
- No bidder shall be allowed to withdraw the response after the last date and time for submission.
- The successful bidder will not be allowed to withdraw or back out from the response commitments. In case of withdrawal or back out by the successful bidder, the Earnest Money Deposit shall be forfeited and all interests/claims of such managed services Partner shall be deemed as foreclosed. In addition if selected partner withdraws its offer then the managed services Partner may be blacklisted.

4.13 Details of Financial bid for the above referred tender:

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

4.14 Clarification of EOI Response

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

4.15 Period of Association/Validity of Agreement

RailTel will enter into a pre-bid agreement with selected bidder with detailed Terms and Conditions for respective selected portion of scope in each of the packages prior to submission of RailTel bid against NFAI Tender no: 302/52/2021 - NFHM Dated 16.11.2021 and subsequent corrigendum, addendums etc.

5. Eligibility Criteria for Bidding Business Partner of RailTel:

S.No.	Particulars	Criteria for Tender Package (Mandatory Compliance & Document Submission)
A)	Association with RailTel	
i)	The Bidder Should be RailTel's Empaneled RailTel Empaneled Partners with validity of association at least upto the last date of submission of this bid. This is the primary and mandatory eligibility criteria; however, the bidder is also required to meet other eligibility criteria of this EOI.	Copy of LOI/ Agreement
B)	Financial Conditions	
i)	RailTel Empaneled Partners should be registered under Companies Act, 1956 or Companies Act 2013 or as amended and should have at least 3 years excluding the current year, of operations in India as on bid submission date.	1. Certificate of Incorporation 2. GST Registration 3. PAN Card
ii)	RailTel's Empaneled Partner individually should have a minimum cumulative annual turnover of Rs150 Cr. during the last three financial years & current year (i.e. FY2018-19, FY2019-20, FY2020-21).	Turn over Certificate issued by the Chartered Accountant. Certificate should contain UDIN no. issued by ICAI

iii)	RailTel's Empaneled Partner should also have a positive net worth & be profitable in the last 3 financial years (,FY2018-19, FY2019-20, FY2020-21).	Positive Net Worth and Profitability Certificate issued by the CA for the last three financial years (FY2018-19 & FY2019-20, FY2020-21). Certificate should contain UDIN no. issued by ICAI
C)	ANNEXURES	The bidder should fill all the annexures and should be signed, stamped by the authorized representative or head of the firm.
D)	Technical Conditions	
i)	Power of Attorney	Power of Attorney and Board Resolution in favor of one of its employees who will sign the Bid Documents.
ii)	Additional Documents to be Submitted	Technical Proposal with overview of the project with strength of the Partner.
iii)	Clause by clause compliance	The Bidder shall submit clause by clause compliance to the RFP document enclosed. Including the AMISP contract and technical specifications.
D)	Financial Bid	Will be sought separately from the selected RailTel's Empaneled Partners.

S.NO	REQUIREMENTS	SUPPORTING DOCUMENTS
TECHNICAL REQUIREMENTS		
1.	<p>The bidder or in case of a consortium, <u>Prime Bidder</u> of the consortium should have completed at least One (1) project of an order value not less than INR 10 Cr. in any of the below mentioned activities within the last Five (5) years as on the last date of bid submission:</p> <p>i. Development and maintenance of an Enterprise software Solution(like Media Asset Management and Management of cloud-based archive)for Media & Entertainment Industry (Broadcasters/ Production Houses / OTT Players or Similar)</p> <p>ii. Deployment and maintenance of an Enterprise software Solution.</p> <p>iii. Work-related to deployment, commissioning of Tape library management or Hard Disk storage management for Media & Entertainment Industry (Broadcasters/ Production Houses / OTT Players)</p>	<ul style="list-style-type: none"> • Work orders/ completion certificate/Go-Live certificate (as applicable) in the name of the bidder showing relevant work experience of past 5 years and above (Counting backwards from last date of bid submission) • Work order should clearly state complete start date of the project and should be signed by the issuing authority
	<p>The bidder or in case of a consortium, any member of the consortium should have completed at least One (1) project of an order value not less than INR 10 Cr. for Cloud hosting/ Cloud Management /Cloud Services within the last Five (5) years as on the last date of bid submission.</p>	<ul style="list-style-type: none"> • Work orders/ completion certificate/Go-Live certificate (as applicable) in the name of the bidder showing relevant work experience of past 5 years and above (Counting backwards from last date of bid submission) • Work order should clearly state value of the project and complete start date of the project and should be signed by the issuing authority

	<p>The bidder or in case of a consortium, all the members of the consortium should not have been blacklisted by any State Govt. OR Central Govt. department OR organization in India OR abroad as on the last date of bid submission.</p>	<ul style="list-style-type: none"> • Self-Certification by the single entity, prime bidder, and all members of the consortium on their respective letter head duly signed by the authorized signatory mentioning that the Bidder has not been blacklisted by any State Govt. or Central Govt. department and organization in India or abroad as on date of submission of this bid.
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5.1 For the purposes of satisfaction of Technical Requirement, the following shall apply:

- a) Eligible Projects, as referred in Technical Requirement, shall mean works contracts for developing asset/ facility in India or abroad which involve building/ installing, and commissioning/ go-live such asset/ facility but shall not include any assignment where the scope is limited to only (i) supply of goods or (ii) supply of manpower;
- b) Projects that have achieved completion/ or have achieved commissioning/ go-live as identified in the Project document(s) at least 7(seven) Days prior to the Bid Submission Deadline shall be considered.
- c) The entity claiming experience must have either executed such projects itself or must own at least 26% of the shareholding in the company that has executed the project(s) up to the date of commissioning of such project.
- d) For the purpose of clause a and b above the Eligible Project(s) in the
 - i. power sector shall mean projects relating to generation or transmission or distribution of electricity;
 - ii. water sector shall mean projects relating to water treatment including desalination or water supply (rural or urban) or wastewater / sewerage or drainage or water pipelines;
 - iii. natural gas sector shall mean projects relating to natural gas transmission or distribution; and
 - iv. telecom sector shall mean projects relating to infrastructure cabling or communication systems for setting up Wide Area Network (WAN) or Local Area Network (LAN) or Internet Services or VOIP solutions, etc

6. Bidder's Profile

The bidder shall provide the information in the below table:

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

7. Evaluation Criteria

- 7.1 The **managed services Partner** who fulfills the Eligibility criteria shall be further evaluated against the criteria mentioned in Annexure- B as applicable.
- 7.2 RailTel reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants.
- 7.3 The RailTel evaluation committee will determine whether the proposal/ information are complete in all respects and the decision of the evaluation committee shall be final.
- 7.4 The RailTel's Empaneled Partner with **securing highest marks** in evaluation criteria (Annexure-B) will be selected for exclusive pre-bid arrangement for optimizing technical and commercial solution so that most winnable solution is submitted to end customer.
- 7.5 In case if there are two or more RailTel's Empaneled Partner meeting eligibility criteria and securing equal marks in the evaluation criteria, then the price bids will be sought from these RailTel's Empaneled Partner s in the second stage for the given scope of the work and RailTel's Empaneled Partner with overall lowest (L1) offer will be selected for exclusive pre bid arrangement for optimizing technical and commercial solution.
- 7.6 RailTel reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants. The RailTel evaluation committee will determine whether the proposal/information is complete in all respects and the decision of the evaluation committee shall be final. RailTel may at its discretion assign lead factor to the RailTel's Empaneled Partner as per RailTel policy for shortlisting partner against this EOI.
- 7.7 All General requirement mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable.
- 7.8 Mandatory Requirement. The selected bidder of this EOI should sign all the agreements/forms as incorporated in NFAI Tender Document as a prerequisite for

consortium.

8. Payment terms

- 8.1 All payments shall be paid on back to back basis. RailTel shall make payment to selected managed services Partner after receiving payment from Customer as per the Payment terms defined in the NFAI tender. In case of any penalty or deduction made by customer, same shall be passed on to partner if attributed to the managed services Partner's portion of Scope. For payment terms of NFAI, bidders are advised to go through the respective section of NFAI Tender no: 302/52/2021 - NFHM Dated 16.11.2021. and all its associated corrigendum/ addendum/clarifications.

9. SLA- Service Level Agreement

The selected bidder will be required to adhere to the SLA matrix as defined in the Tender No: **302/52/2021 - NFHM Dated 16.11.2021**. Tender for this scope of work and the SLA breach penalty will be applicable proportionately on the selected bidder, as specified in the end **Customer Organization Tender**. The SLA scoring and penalty deduction mechanism for in-scope of work area shall be **followed as specified in the Tender**. All associated clarifications, responses to queries, revisions, addendum and corrigendum, associated Prime Services Agreement (PSA)/ MSA/ SLA also included. **Any deduction by Customer** from RailTel payments on account of SLA breach which is attributable to Partner will be passed onto the Partner proportionately based on the its scope of work.

Note: Depending on RailTel's business strategy RailTel may choose to work with Partner who is most likely to support in submitting a winning bid.

10. Roles and Responsibility of the RailTel Empaneled Partner

The RailTel's Empaneled Partner will be responsible for the work" Request for Proposal for Selection of Master System Integrator (MSI) for Implementation of NFAI'S Enterprise Solution."

NFAI Tender no: **302/52/2021 - NFHM Dated 16.11.2021** and Corrigendum. The RailTel's Empanelled Partner should tightly integrate with OEM's solution providers and will provide manpower resources of this work. RailTel's Empanelled Partner should have sufficient backup support required for liasoning, meetings, coordination to meet the time lines of the project and its successful completion. The RailTel's Empaneled Partner shall nominate technical SPOC and account manager for this project.

The partner should thoroughly study the RFP and Corrigendum if any floated by NFAI website: www.nfai.gov.in Tender No: **302/52/2021 – NFHM Dated 16.11.2021**

- A. Documentation: RailTel's Empaneled Partner shall prepare High Level Design doc (HLD) and Low Level Design doc (LLD) as part of implementation of the project under EoI. Bidder shall be responsible for all the documentation/ reports required at various stages of project during the currency of the project.
- B. Compliances: RailTel's Empaneled Partner shall be responsible for all the regulatory compliances related to fulfilment of delivery of this project under this EoI during its currency.
- Above requirements are only indicative in nature and are only guidance of the bidder to assess the quantum of work. The RailTel's Empaneled Partner is required to apply their

expertise to fulfil the required objective. In case of any discrepancy/typo-graphical error mentioned in this EoI then the conditions/specifications mentioned in the RFP & Corrigendum floated by NFAI, will prevail.

C. Governance Framework:

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

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

11. Arbitration

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

12. Force Majeure Clause

If at any time, during the continuance of this contract, the performance, in whole or part, by either party, of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, Civil Commotion, Sabotage, Fires, Floods, Earthquakes, explosions, strikes, epidemics, quarantine restrictions, lockouts, any statute, statutory rules/regulations, order of requisitions issued by any Government Department or Competent Authority of acts of God (here- in-after referred to as event) then provided notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence thereof ,neither party shall, by reason of such event, be entitled to

terminate this Contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance, and the obligations under the Contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, 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 RailTel and the Contractor or after any event or 60 days in the absence of such an agreement whichever is more, either party may at its option terminate the Contract provided also that if the contract is so terminated under this clause the RailTel may at the time of such termination take over from the Contractor at prices as provided for in the contract, all works executed or works under execution.

13. Integrity pact:

13.1 RailTel (RCIL) has adopted Integrity Pact Program and for implementation thereof all tenders relating to procurement of OFC, quad cable, pre-fab shelters, electronic equipments and its installation and/or commissioning etc. and other item(s) or activity/activities proposed to be carried out or required by the Company for the value exceeding Rs. 25 crores at a time including for repair and maintenance of cable/network and any other items required for special works assigned to RailTel (RCIL) will be covered under the Integrity Pact Program and the vendors are required to sign the IP document and submit the same to RailTel (RCIL) before or along with the bids.

13.2 Only those vendors who have purchased the tender document and signed the IP document can send their grievances, if any, to the Independent External Monitors (IEMs) through the nodal officer, GM (Admin & Security)/CO RailTel.

Name of IEMs and contact details:

- i) Smt. VijayaKanth, IRAS (Retd), Add: Sterling Manor, Flat F, No. 5/6, Flat F, Sterling Manor, 3rd Cross Street, Sterling Road, Nungambakkam, Chennai-600034 E-Mail: vkanthmrl2003@yahoo.com, M.No. +91-9445868314
- ii) Shri. Vinayaka Rao Turaga, IOFS (Retd), Add: TURAGA House, Anne Baburao Colony, Penamaluru Vijayawada, Andhra Pradesh-521139
E-Mail: tvrao56@gmail.com, M.No. +91-9007723424
- iii) If the order, with total value equal to or more than the threshold value, is split to more than one vendor and even if the value of PO placed on any/each vendor(s) is less than the threshold value, IP document having been signed by the vendors at bid stage itself, the Pact shall continue to be applicable.

- iv) **Bidder of Indian origin shall submit the Integrity Pact (in 2 copies) on a non-judicial stamp paper of Rs. 100/- duly signed by the person signing the bid.** If the bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.
- v) Bidder of foreign origin may submit the Integrity Pact on its company's letterhead, duly signed by the person signing the bid.
The 'Integrity Pact' shall be submitted by the Bidder duly signed in all pages along with the Bid in a separate envelope, duly superscripted with 'Integrity Pact'. Tender received without signed copy of the Integrity Pact document will be liable to be rejected. Proforma for signing the Integrity Pact is available at Annexure-I.
- vi) One copy of the Integrity Pact shall be retained by RailTel (RCIL) and the 2nd copy will be issued to the representative of the bidders during bid opening. If the Bidders representative is not present during the Bid opening, the 2nd copy shall be sent to the bidder by post/courier.
- h) The Integrity Pact is applicable in this tender vide CVC circular no. 10/05/09 dt.18.05.09 and revised guideline of CVC circular no. 015/VGL/091 dt. 13.01.17 or the latest updated from time to time shall be followed.

The bidder shall submit the signed Integrity Pact (2 Copies) as per Proforma at Annexure – H

Table 1: Grand Total: Total Tender Value

S. No	Items
A	B
Capital Expenditure	
A.1	Media Ingestion Room
A.2	Portal Development and Licenses
Operating Expenditure	
B.1	Training of NFAI staff
B.2	Cloud Service Pricing (Except Services of DC and DR)
B.3	O&M Manpower
B.4	Web site and NES Operation & Maintenance for 5 Years

Note:

- i. The payment to the Bidder shall be made on the basis of actual work performed as per the quoted unit rates.
- ii. It shall be mandatory for the respective Bidders to fill all the sections of the Commercial Bid format and failing to do so, the bids of the Bidder shall be liable for rejection.

- iii. These rates shall be effective and valid throughout the contract period unless there is a drastic reduction in the market rates, in which case, the Bidder has to bring down his rates proportionately. The review of this would be carried out by NFAI once in every six months
- iv. NFAI, at its sole discretion, may decide to delete/ remove any of the above-mentioned items or its quantity from the scope of the work any time during the course of bidding and/or execution of works.
- v. The bidder needs to fill in all the sections for all tables (A.1, A.2, A.3., B.1, B.2, B.3 and B.4.) Provided herewith.

Sub-Table A.1: Media Ingestion Room [Indicative Only. To be defined by NFAI]

Media Ingestion Room			
S. No	Items	Qty	UoM
A	B	C	D
A 1.1	Ingest, Transcode, MAM Server (Server: 16 Core 32GB RAM)	2.00	Nos
A 1.2	Virtualization license	1.00	Nos
A 1.3	DCP, Mezzanine and Editing Workstations (12-core Intel Xeon W processor, up to 4.4GHz or higher)	2.00	Nos
A 1.4	QC Workstations (12-core Intel Xeon W processor, up to 4.4GHz or higher)	2.00	Nos
A 1.5	UDP Acceleration Server / Appliance	5.00	per year
A 1.6	Core Switch	2.00	Nos
A 1.7	Access Switch	4.00	Nos
A 1.8	Internet Router	2.00	Nos
A 1.9	Next Generation Firewall	2.00	Nos
A 1.10	Server Load Balancer	2.00	Nos
A 1.11	Link Load Balancer	2.00	Nos
A 1.12	Tape Library with three (3) Drives along with base frame with 500 slots, One Robotic Arm to handle up to 1000 Slots	1.00	Nos.

A 1.13	LTO 7 cartridge	13,000.00@	Nos.
A 1.14	LTO Cleaning Cartridge	6.00	Nos.
A 1.15	SAN Switch	2.00	Nos.
A 1.16	SAN Storage - Local Central Storage	1.00	Nos.
A 1.17	Online UPS with 30 Mins battery backup	1.00	
A 1.18	Civil and Interiors for Media Ingest Room (Inclusive of furniture, civil work, electrical works, false ceiling, Fire etc.)	200.00	sqft
A 1.19	Passive Network Components Including Patch Panel, LIU, OFC, Cat6 Cable, Patch Cords, Pipes, Installation & Labor Charges etc. (Bidders to give detailed breakup of the proposed components)	Lumpsum	
A 1.20	Post-Production Licenses	Lumpsum	

@- The quantity mentioned here is the max quantity that NFAI may require during the project duration and will be used for commercial evaluation purpose. The payment for this component will be made on the actual purchase basis and the unit rate shall be considered for computation of payment. The unit rate shall also be considered for any purchase over and above the quantities mentioned above at the discretion of NFAI.

Sub-Table A.2: Portal Development and Licensing [Indicative Only. To be defined by NFAI]

Portal Development & Licenses			
S. No	Items	Qty	UoM
A	B	C	D
A.2.1	Design, Development, and Implementation and STQC of new NFAI website		lumpsum
A 2.2	NES Portal Development		lumpsum
A.2.3	MAM Licenses	1	Nos
A.2.4	OTT Module	1	Nos
A 2.5	Payment Gateway Module	1	Nos
A.2.6	Email Gateway	1	Nos
A.2.7	SMS Gateway	1	Nos
A 2.8	Content Delivery Network	1	Nos
A.2.9	Digital Asset Management	1	Nos
A.2.10	Digital Rights Management	1	Nos
A 2.11	Other Licenses (Please specify)		

Sub-Table B.1: Training of NFAI staff [Indicative Only. To be defined by NFAI]

Training of NFAI Staff			
S. No	Items	Qty	UoM
A	B	C	D
B 1.1	Training 1: post the period of two years after go-live of NES	1	lump sum
B 1.2	Training 2: refresher training at the end of fourth year after go-live of NES	1	lump sum

Sub-Table B.2: Cloud Pricing [Indicative Only. To be defined by NFAI]

S. No	Items	Total Qty	UoM	Duration (in months)
A	B	C	D	E
B 2.2	DRM fees		monthly	60
B 2.3	Forensic watermarking		yearly	5
B 2.4	One time transcoding of all the content	430,000.00#	Minutes	

The quantities mentioned here are for commercial evaluation purpose. The payment for these components will be made on the actual consumption basis and the unit rate shall be considered for computation of payment. The unit rate shall also be considered for any consumption over and above the quantities mentioned above at the discretion of NFAI.

Sub-Table B.3: Operation and Maintenance

Operations & Maintenance Manpower				
S. No	Items	Qty	UoM	
A	B	C	D	E
A	B	C	D	Duration (in months)
B 3.1	Project Manager	1	Per month	60
B 3.2	Post-Production Expert	1	Per month	60
B 3.3	Network Expert	1	Per month	60
B 3.4	Tape Library Expert	1	Per month	60
B 3.5	Cataloguing Expert (Librarian/Archivist)	1	Per month	60
B 3.6	Website Developer	1	Per month	60

Sub-Table B.4: Website operations

S. No	Items	Qty (in years)	UoM
A	B	C	D
B 4.1	Operations and Annual maintenance of NFAI website	5	Per Annum
B.4.2	Operations and Annual maintenance of NFAI Enterprise Solution	5	Per Annum

Annexure-B

All eligible RailTel Empaneled Partners who fulfill the minimum eligibility conditions of the EOI shall be further evaluated on a total score of 100. The evaluation matrix consisting of the following parameters for each indicated vertical:

A) Evaluation Criteria: (100 Marks)

S.No	Evaluation Criteria Details	Max Marks	Required Supporting Documents
1	<p>The bidder or in case of a consortium, the Prime Bidder should have an average annual turnover of INR 50 Cr. for the last three (3) financial years (2018-19, 2019-20, 2020-21). Marks shall be allotted as given below:</p> <p>Max. Marks: 10</p> <ul style="list-style-type: none">• Average Turnover• 50 Cr. & <=75 Cr. – 5 Marks• 75 Cr. & <=100 Cr. – 7 Marks• >100 Cr. – 10 Marks	10	Details to be submitted along with copy of Annual report / Certificate from the Statutory Auditor/CA on turnover details over the last three (3) financial years.
2	<p>No of Years in operations</p> <p>The bidder or in case of the consortium, the Prime Bidder must be in business for at least 5 years as on the last date of bid submission.</p> <p>Max Marks: 10</p> <ul style="list-style-type: none">• Minimum 5 years – 5 marks• >5 years and <= 10 years – 7 marks• >10 years – 10 marks	10	Incorporation certificate

S.No	Evaluation Criteria Details	Max Marks	Required Supporting Documents
3	<p>The bidder or in case of a consortium, any member of the consortium must have completed at least One (1) project that included any of the following components in its scope. The project shall have been completed in the last 5 years as on last date of bid submission:</p> <ul style="list-style-type: none"> i. Content Network Delivery – design & deployment ii. Media Asset Management - design & deployment. iii. Over the Top (OTT) – design & deployment <p>Max Marks: 20</p> <ul style="list-style-type: none"> • 1 Project - 10 marks • 2 Projects - 15 marks • More than 2 projects - 20 marks 	20	Copy of Completion Certificate issued by Clients should be submitted by the bidder.
4	The bidder should have prior experience of working with NFAI	15	Copy of Work Order from NFAI

5	Manpower for O&M Quality and adequacy of each of the following minimum proposed resources for the O&M phase,as per the details mentioned in the CVs of the resources: <ul style="list-style-type: none">• Project Manager• Tape Library Expert• Network Expert• Post-production Expert• Librarian/ Archivist (Cataloguing Expert)• Website Developer	20	Role	Work ex in years	Marks
			Project Manager	10	5
			Post-production Expert	7	3
			Network Expert	7	5
			Tape Library Expert	5	1
			Librarian/ Archivist (Cataloguing Expert)	5	1
6	The bidder or in case of a consortium, any member ofthe consortium must have at least One (1) valid certificate of the following certifications as on the last date of bid submission: i. ISO 27001 ii. SEI CMMI level 3 or above certificate administeredby ISACA The certificates must have been issued by theauthorized certification agencies Note: The certificates must have been issued by theauthorized certification agencies. NFAI may validate the authenticity of these certificates.	5	• ISO 27001 certificate- 3 marks • CMMI level 3 certificate - 1 mark CMMI level 5 certificate - 2 marks		

7	<p>Approach and Methodology:</p> <p>The Bidder's presentation would be evaluated on following criteria.</p> <ul style="list-style-type: none"> •Understanding of the project scope and requirements – 25% weightage •Capability and Commitment level towards the project including the timelines with supporting examples/ casestudies - 25% weightage •Overall solution proposed covering a case study,presentation/ demonstration – Here the bidder is expected to showcase the approach, work plan, implementation strategy for the Enterprise Platform, Media asset management, content delivery system, OTT, payment gateway and other modules specified in the RFP and timelines – 25% weightage •Quality Assessment / Quality Checks and adherence to the international standards – 25% weightage 	20	Based on the Presentation
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The bidder must score a minimum marks of 75 out of 100 marks as given above.

Annexure C: Format for COVERING LETTER

COVERING LETTER (To be on company letter head)

Eol Reference No:

Date:

To,

RailTel Corporation of India Ltd.
Western Railway Microwave Complex,
Senapati Bapat Marg,
Mahalaxmi (West),
Mumbai – 400013

Dear Sir,

SUB: **Participation in the Eol process**

Having examined the Invitation for Eol document bearing the reference number

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

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

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

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

Authorized Signatory

Name

Designation

AnnexureD: Format for Self-Certificate & Undertaking

Self-Certificate (To be on company letterhead)

EoI Reference No:

Date:

To,

RailTel Corporation of India Ltd.
Western Railway Microwave Complex,
Senapati Bapat Marg,
Mahalaxmi (West),
Mumbai – 400013

Dear Sir,

Sub: Self Certificate for Tender, Technical & other compliances

- 1) Having examined the Technical specifications mentioned in this EOI & end customer tender, we hereby confirm that we meet all specification.
- 2) We _____ agree to abide by all the technical, commercial & financial conditions of the NFAI Tender no: 302/52/2021 – NFHM dated 16.11.2021 pertaining to the portion against which we have quoted in this EOI on back to back basis. We understand and agree that RailTel shall release the payment to selected partner after the receipt of corresponding payment from end client NFAI by RailTel. Further we understand that in case selected partner fails to execute assigned portion of work, then the same shall be executed by RailTel through third party or departmentally at the risk and cost of selected partner.
- 3) We agree to abide by all the technical, commercial & financial conditions of the NFAI Tender no: 302/52/2021 – NFHM Dated 16.11.2021 for the agreed scope of work for which this EOI is submitted.
- 4) We hereby agree to comply with all OEM technical & Financial documentation including MAF, Technical certificates/others as per end to end requirement mentioned in the NFAI Tender no: 302/52/2021-NFHM Dated 16.11.2021. We are hereby enclosing the arrangement of OEMs against each of the BOQ item quoted as mentioned NFAI Tender no: 302/52/2021-NFHM Dated 16.11.2021. We also undertake to submit MAF and other documents required in the end Customer Organization tender in favor of RailTel against the proposed products.
- 5) We hereby undertake to work with RailTel as per NFAI tender terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Eligibility Criteria as required in the NFAI terms and conditions like technical certificates, OEM compliance documents.
- 6) We understand and agree that RailTel is intending to select a RailTel Empaneled Partner

who is willing to accept all terms & conditions of end customer organization's RFP for the agreed scope of work. RailTel will strategies to retain scope of work where RailTel has competence.

- 7) We here by agree to submit that incase of being selected by RailTel as for the proposed project (for which EOI is submitted), we will submit all the forms, appendix, relevant documents etc. to RailTel that is required and desired by end Customer well before the bid submission date by end customer and as and when required.
- 8) We hereby undertake to sign Pre Bid Agreement, Pre-Contract Integrity Pact and Non-Disclosure Agreement with RailTel on a non-judicial stamp paper of Rs.100/-in the prescribed Format.

Authorized Signatory
Name & Designation

Annexure E: Undertaking for not Being Blacklisted/Debarred

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

To,

RailTel Corporation of India Ltd.
Western Railway Microwave Complex,
Senapati Bapat Marg,
Mahalaxmi (West),
Mumbai – 400013

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

We, Company Name, having its registered office at Address

hereby declares that the Company has not been blacklisted/debarred by any

Governmental/ Non-Governmental organization in India for past 3Years as on bid submission date.

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Bidder's Company Seal:

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

<To be printed on the company letterhead>

To,

RailTel Corporation of India Ltd.
Western Railway Microwave Complex,
Senapati Bapat Marg,
Mahalaxmi (West),
Mumbai – 400013

Dear Sir,

Sub: Declaration for setting up a local office in ABCDEFXX

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

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

Thanking you,
Yours faithfully,

Sign of Authorized Signatory

Name and Designation of
Authorized Signatory

Company Seal

Place:
Date:

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

CONFIDENTIAL AND MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT MADE ON THIS DAY OF 2022 AT Mumbai

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 hereof be deemed to mean and include, its Directors, affiliates, successors and permitted assigns of the **FIRST PART**.

AND

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

WHEREAS,

- A. Company is poised to provide _____ services to for project.
- B. RAILTEL is a Public Sector Undertaking (PSU under the Ministry of Railways), setup 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 (herein after 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 inconsideration of the mutual promises, covenants and representations recorded herein by the parties hereto and such additional promises and understanding as are herein after 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 patent able 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 here under, 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 here to 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 here under.
- 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 "need to know" basis to enable them to evaluate such "Confidential Information" in connection with the negotiation for the possible business relationship between the Parties hereto.

(b) Both parties shall ensure that the said employee(s) and/or the said person(s) shall maintain confidentiality with regard to the disclosed Confidential Information, if any, and shall issue two suitable instructions and/or get two suitable written undertaking or agreements executed to bind 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/nondisclosure 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 insignificant 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 set out 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 here to acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly notwithstanding anything contained in clause 18 hereof, the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach: provided, however, no specification in this confidentiality Agreement of a specific legal or equitable remedy shall be construed as a waiver or prohibition of any other legal or remedies in the event of a breach or threatened breach of this Agreement and the remedies specified herein shall be in addition to all other reliefs and remedies available to the parties under prevailing laws.
15. No failure or delay by either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement of any right, remedy or power preclude any single or partial exercise or enforcement thereof or the exercise or enforcement of any of any other right, remedy or power.
16. Each Party acknowledges that the other Party makes no representation or warranty as to the accuracy or completeness of any of the Information furnished by or on its behalf. Only those representations and warranties which are made in a final definitive agreement relating to the purpose of the disclosure of the Information will have legal effect.

Each party represents and warrants to the other that it is a corporation duly organised and validly existing in the jurisdiction of its incorporation. Each party represents that it has full corporate power and authority to enter into this Agreement and to do all things necessary for the performance of this Agreement. The Disclosing Party warrants that

the Confidential Information has not been provided in breach of any other agreements having legal binding of any nature with the third party(s).

Unless documented and agreed otherwise in respect of any individual disclosure of Confidential Information, each party warrants that it will use its best endeavours to ensure that any Confidential Information it discloses or it intends to disclose to the other party under the provisions of this agreement is complete and accurate but PROVIDED ALWAYS that the disclosing party has exercised such best 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 Secunderabad, 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 Secunderabad, 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 Secunderabad, 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 here to, 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 here under 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 (CS & Jt.GM-Law)
RailTel Corporation of India Limited,
Plate-A, 6th Floor, Office Block Tower-2,
East Kidwai Nagar, New Delhi-110023

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of facsimile transmission must be sent by registered post, by commercial carrier, or hand-delivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as off our 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 here of and no modifications of this Agreement or waiver of the terms and conditions here of 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 WHERE OF, the parties here to have duly executed this Agreement as of the date and year written above.

For

For **RailTel Corporation of India Ltd.**

Sign:

Sign:

Name:

Name:

Title:Title:

Annexure – H PROFORMA FOR SIGNING THE INTEGRITY PACT
(On Stamp Paper of Rs. One Hundred)

RailTel Corporation of India Limited hereinafter referred to as “The Principal”.

And....., here in after referred to as “The Bidder/ Contractor”

Preamble.

The Principal intends to award, under laid down organizational procedures, contract/s forThe Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s) / Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during tender process or during the execution of the contract.

The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed.

The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the

Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”. Copy of the “Guidelines on Banning of business dealings” is annexed.

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to be terminated the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6: Equal treatment of all Bidders / Contractors/Subcontractors.

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation by Bidder(s) / Contractor(s) / Sub contractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, RailTel.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the CMD, RailTel within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to provide to Independent Directors on the RailTel Board.
8. If the Monitor has reported to the CMD, RailTel, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, RailTel has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

Section 9: Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged by either party during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD of RailTel.

Section 10: Other Provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Secunderabad.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal) (Office Seal)	(For & On behalf of Bidder/Contractor) (Office Seal)
Place _____	
Date _____	
Witness 1: (Name & Address)	
	<div></div> <div></div> <div></div>
Witness 2: (Name & Address)	
	<div></div> <div></div> <div></div>

