



RAILTEL CORPORATION OF INDIA LTD.
(A Govt. of India Enterprise)

Western Region Office

Western Railway Microwave Complex Senapati Bapat Marg, Near Railway Sports
Ground, Mahalaxmi, Mumbai – 400013

Corporate Office

Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar,
New Delhi-110023

**Expression of Interest (EOI) for Selection of Partner from Empaneled Business
Associate**

for

Laying and Maintenance of Optic Fiber Network for Jawaharlal Nehru Port Trust

EOI No: RailTel/EOI/WR/BB/2021-22/02 dated 02 Mar, 2022

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EOI NOTICE

Western Railway Microwave Complex Senapati Bapat Marg, Near Railway Sports Ground, Mahalaxmi,
Mumbai – 400013

EOI Notice No: RailTel/EOI/WR/BB/2021-22/02 dated 02 Mar, 2022

RailTel Corporation of India Ltd, (hereinafter referred to as 'RailTel') invites EOIs via E-Mail with password protected sealed packets from reputed and experienced firms and RailTel's Empaneled Partners for the selection of suitable partner for "Laying and Maintenance of Optic Fiber Network for Jawaharlal Nehru Port Trust".

The detailed scope of work is mentioned in the Scope of this EOI. The EOI copy is sent along with this EOI Notice. The technical and price bids shall be submitted through E-Mail at ID eoι.wr@railtelindia.com (File size should not exceed 20 MB) in password protected sealed packets as separate PDF documents before the Date & time of submission of the bids. If the offer is submitted after closing date or time/without password protected documents, the offer will be summarily rejected.

The details are as under:

Sr No	Description	Estimated Cost (Basic Value + Taxes as applicable) INR	Last date & Time for Bid Submission	Date & Time for Bid Open	Completion Period
1	<i>Supply, Installation, Configuration and commissioning of Optic Fiber Network at Jawaharlal Nehru Port Trust Special Economic Zone (JNPT SEZ) along with setup of Meet Me Room, dedicated manpower and onsite support including comprehensive maintenance for 5 (Five) Years</i>	INR 4.41 Cr Crore + GST	07/03/2022 Upto 12.00 hrs	07/03/2022 at 12.30 hrs	60 days from date of issue of LOI
2	Type of Bid	'Two Part Bid (Technical and Price Bid) - Two Envelope'			

Note: Bidder should refer **Annexure-VIII for checklist regarding Technical Bid and **Annexure-XII** regarding details of Price Bid.**

PRICE BID

Note: 1. The rate and amount (shown below) are rounded off to two decimal places. For calculation purpose actual decimal places will be taken into consideration.

I.	I/We undertake to execute the work at _____% (in words: ____ percent) _____(write 'at par with' or 'below' or 'above') the RailTel's total estimated cost of work (Rs. 4,41,42,113/-) as per schedule of work mentioned in Annexure-VI .
II.	It is certified that I/We have inspected the site of work and acquainted myself or ourselves with local conditions.
III.	I/We have carefully gone through the specifications, additional special conditions etc. attached with the tender document.
IV.	I/We undertake to keep this offer valid for period indicated in Tender document from the date of opening of Tender and further not to revoke the same before the expiry of such period.
Note for Guidance	[a] Tenderer should quote single percentage rate in row (i) above only at par with/above /below the RailTel's total estimated cost of work in the tender SOR.
	[b] The single percentage rate should be quoted both in figures and words
	[d] If none of the 'at par with'/'below'/'above' is mentioned by the tenderer in row (i) above, the quoted single percentage will be treated below the RailTel's estimated cost of work.
	In the event of any discrepancy between the rates in figures and in words, the quote shall be considered Taking into account the one written in words for evaluation purpose.
	The bidder is expected to submit a separate sheet, which includes the details of tax applicable for each component of the SOR, the breakup of price for each item of SOR in terms of Basic Unit Price, GST, Excise duty, Sales Tax, Freight, Forwarding, Packing, Insurance and any other Statuary Taxes/Levies/Charges already paid or payable by the supplier shall also be quoted separately.

Total estimated cost (total NIT value) is Rs. 4.41 Crores (All taxes exclusive).

Bidder should quote price "above/below/par" to this total NIT value.

RailTel Corporation of India Ltd., (hereafter referred to as RailTel) invites EOIs from the empaneled partners, for participating in the process for Partner(s) selection for the work of “*Supply, Installation, Configuration and commissioning of Optic Fiber Network at Jawaharlal Nehru Port Trust Special Economic Zone (JNPT SEZ) along with setup of Meet Me Room, dedicated manpower and onsite support including comprehensive maintenance for 5 (Five) Years*”.

The details are as under:

1	Issue date of ‘Invitation for EOI document’	02.03.2022
2	Last date for submission of EOIs by Applicants	08.03.2022 before 12:00 Hrs
3	Opening of applicant EOIs (Technical Bid)	08.03.2022 at 12:30 Hrs
4	No. of copies of EOIs to be submitted by Applicants	One copy by email (with password protected pdf in 2 envelop system)
5	Opening of applicant EOIs (Price Bid)	Will be intimated later
6	EOI EMD (for selection of partner)	Rs. 50,000/-
7	Completion Period	60 days from the date of LoI issued
8	Estimated Cost of EOI	Rs. 4.41/- Crore (Excluding taxes)

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

RailTel Bank Details:

Bank Name: Union Bank of India,
Beneficiary Name: RailTel WR Collection Account
Account No. 317801010036605
IFSC Code - UBIN0531782

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

Level:1 Contact: Richa Ratna
Position: SM/Mktg/WR
Email: richa_ratna@railtelindia.com
Contact: 0124 - 271 4000 ext. 6319

Level:2 Contact: Girish Kekre
Position: DGM/Tech/BB/WR
Email: girishkekere@railtelindia.com
Contact: 0124 – 271 4000 ext. 6145

Level:3 Contact: Ravikant Prasad
Position: GM/BB/WR
Email: ravi@railtelindia.com
Contact: 0124 – 271 4000 ext. 6120

Note:

1. The EOI response is invited **ONLY** from eligible **Empaneled Partners of RailTel**.
2. Empaneled partners are required to submit soft copy of proposal through an e-mail at eoι.wr@railtelindia.com, duly signed by Authorized Signatories with Company seal and stamp.
3. All the documents must be submitted with proper indexing and page no.
4. **Transfer and Sub-letting.** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
5. EOI will be made available on RailTel website. Any corrigendum/Addendum will also to be made available on RailTel website. Query if any, may be sent on email Id eoι.wr@railtelindia.com only upto 03.03.2022 till 17:00 hrs.

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SECTION-I

1. Introduction about RailTel

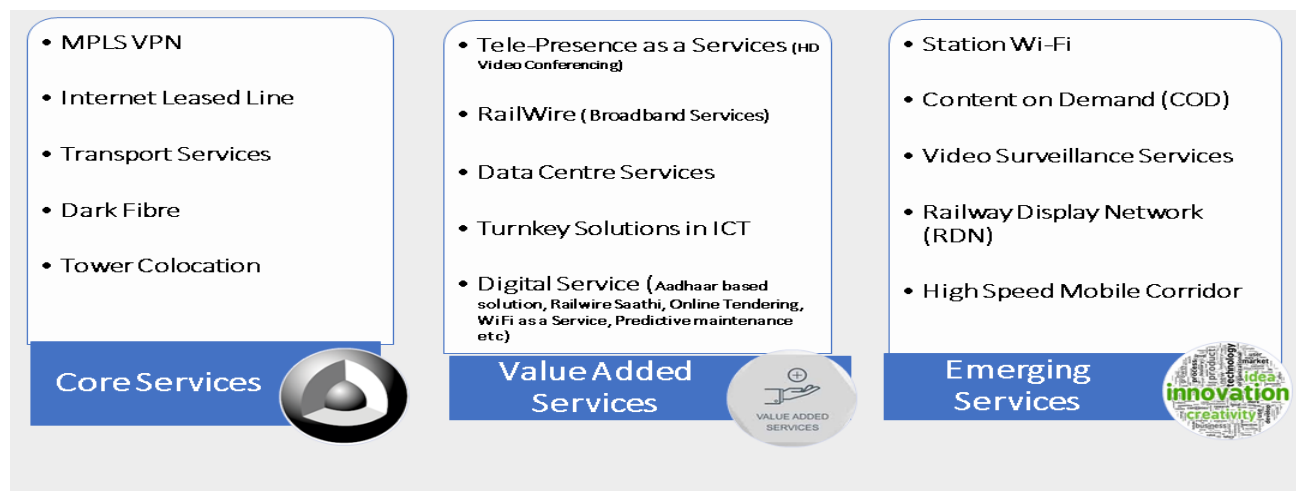
RailTel Corporation of India Limited (RailTel), an ISO-9001:2000 organization is a Mini Ratna Government of India undertaking under the Ministry of Railways. The Corporation was formed in Sept 2000 with the objectives to create nationwide Broadband Telecom and Multimedia Network in all parts of the country, 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 kms 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 underwhich 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 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

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 2 Mbps & above
- Dedicated Internet Bandwidth: Experience the "Always ON" internet connectivity at your fingertips in granularities 2 Mbps to several Gbps

c) Data Center: Infrastructure as a service (IaaS), Hosting as Services, Security operation Centre as a Service (SOCaaS): RailTel has MeitY empaneled 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.

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 video conference solution for employees to be productive specially during this pandemic situation.

e) Retail Services - 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 approx 4,00,000 subscribers on PAN Indian basis. RailTel can provide broadband service across—Government PSU or any Organization's officers colonies and residences.



2. Introduction about Jawaharlal Nehru Port Trust

The Jawaharlal Nehru Port Trust (JNPT) at Navi Mumbai is the premier container handling port in India, accounting for around 50% of the total containerized cargo volume, across the major ports of India. Commissioned on 26th May 1989, in three decades of its operations, JNPT has transformed from a bulk- cargo terminal to become the premier container port in the country. JNPT is connected to over 200 ports in the world and is ranked 33rd in the list of top 100 Container Ports globally.

JNPT Special Economic Zone (SEZ) is a one-of-a-kind 277 hectares multi-product SEZ located next to Jawaharlal Nehru Port, India's leading container port. This industrial hub, inaugurated by Hon'ble PM of India Shri Narendra Modi in 2014, is meticulously designed with state-of-the-art infrastructure to boost export-oriented industries in India. Being in close proximity to JNPT, the project promises ready availability of raw material, access to global markets and strong multi-modal connectivity.

Access to upcoming multi-modal infrastructure projects including New Mumbai airport, DFC rail corridor, Trans-harbor road link further increases the attractiveness of JNPT SEZ as a manufacturing destination. JNPT SEZ aims to set a new benchmark in port-led industrialization, and thus play a key role in Ministry of Shipping's Sagarmala vision.

SECTION-II

Special Conditions of the Contract

1. Bidding Process:

Sealed Bid System - 'Two Part Bid (Technical and Price Bid) - Two Envelope': In this, bidder has to submit the bid (Part I –Credential/Technical Bid and Part II - Price Bid) in separate envelope.

- a. In addition to the instructions given in above, the bids shall be processed through Two-part bidding method with two packets system. Two packets system shall be followed, which means that Technical bid will be opened first; and after deciding the suitability or otherwise of the technical bids, the financial bids of only those firms which are found to be eligible shall be opened.
- b. The financial bid of those firms whose technical bids have been found to be eligible shall be opened on or after scheduled date and time.

2. Detailed Scope of Work:

The scope of work shall encompass the complete scope as defined by M/s JNPT which is as follows:

- a. Setting up of infrastructure of the redundant Fiber Backbone within JNPT SEZ campus, laying of dedicated 96 fiber.
- b. SEZ fiber backbone with RailTel backhaul network outside the premises of JNPT SEZ (nearest RailTel Point of Presence will be Jasai Yard on one side and JNPT Admin Building on the other side), laying of dedicated 24/96 fiber.
- c. Setting up of Meet Me Room (MMR).
- d. Monitoring & Maintenance of the network & MMR setup 24X7 365 days for the period of 5 years extendable further 2 years from date of commissioning of network.
- e. Deployment of dedicated team for monitoring and maintaining the built-up infrastructure. This will help to maintain SLA with SEZ, and no extra AMC will be required for 5 years.
- f. **Variation Clause:** Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity for each individual item of the contract would be up to $\pm 25\%$ of the quantity originally contracted. The contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation, whatsoever up-to the limit of $\pm 25\%$ variation in quantity of individual items of works. In case of increase in quantity of an individual item by more than 25% of agreement quantity, for variation above 25% and up to 40%, the agreed SOR rate will be reduced by 2% and for variation beyond 40% and up to 50%, the agreed SOR rate will be reduced by 4%, For variation beyond 50%, the rate shall be negotiated for additional quantity in excess of 50% of agreement quantity

In case of any discrepancy or ambiguity in any clause/ specification pertaining to scope of work area, the PO/LOA released by end Customer Organization shall supersede and will be considered sacrosanct (All associated clarifications, responses to queries, revisions, addendum and corrigendum, associated Prime Service Agreement (PSA)/MSA/SLA also included).

3. Period of Validity of bids and Bid Currency:

Bids shall remain valid for a period of 120 Days from the date of submission of bid response against this EOI.

4. Bid Earnest Money (EMD):

The Business Associate shall furnish a sum of **Rs. 50,000/-** via online transfer from any public sector/nationalized bank in India in favor of “RailTel Corporation of India Limited” along with the offer. This will be called as **EOI EMD**. The selected Business Associate shall have to submit a Bank Guarantee against EMD/BG in proportion to the quoted value/scope of work to RailTel on back-to-back basis as and if applicable.

5. Similar Nature of Project

Similar Nature of Project for this EOI is as per the scope is defined as trenching for laying of OFC, Power Cables, Gas Pipelines, Water Lines etc. and laying of required pipes/cables and backfilled with required protection.

6. Evaluation Criteria:

The bidders shall be first evaluated on the basis of the Minimum Eligibility Criteria defined in section III Clause 3. The bidders who fulfill the Minimum Eligibility Conditions of Bidding BA shall be further evaluated on a total score of 100 with minimum qualifying marks of 75. The evaluation matrix is proposed to be consisting of following parameters for each indicated vertical:

Sr. No	Criteria / Category	Evaluation Criteria Details	Max Marks	Required Supporting Documents
1	Turnover / Bidders Profile	<p>Cumulative annual turnover from the BA over the last three financial years (FY 18-19, FY 19-20, FY 20-21). Marks shall be allotted as given below:</p> <ul style="list-style-type: none">• More than Rs. 15 Cr - 20 marks• More than Rs. 13 Cr upto 15 Cr - 10 marks• More than Rs. 11 Cr upto 13 Cr - 5 marks	20	Copy of Annual report / Certificate from the Statutory Auditor/CA on turnover details over the last three (3) financial years

Sr. No	Criteria / Category	Evaluation Criteria Details	Max Marks	Required Supporting Documents
2	Similar Work Experience	<p>The Partner should have completed atleast two similar work project as per the defined scope (Section – II Point 6) for following value in last 3 years (FY 18-19, FY 19-20, FY 20-21) for government/listed enterprise entities: Marks shall be allotted as given below: 1. More than Rs. 4 Crs. – 30 marks 2. More than Rs. 3 Crs. upto Rs. 4 Crs. – 20 Marks 3. Less than Rs. 3 Crs. – 15 Marks In case of ongoing project that value of completed work shall be considered as project value.</p>	30	Purchase Order / Agreement copy and completion certificate from customer.
3	Experience OFC	<p>The Partner should have executed atleast 2 projects of OFC supply, installation, and commissioning for Government/Listed Enterprise entities. Marks shall be allotted as given below: • More than 100 kms - 20 marks • More than 50 upto 100 kms - 15 marks • More than 25 kms upto 50 Kms - 10 marks • Less than 25 kms - 5 marks</p>	20	Purchase Order / Agreement copy or completion certificate from customer.
4	Area Experience	<p>BA should have experience of executing similar work project in the State of Maharashtra (Order Copy/PO may be from any state) Marks allotted: If fulfilling this criteria – 10 marks Otherwise NIL marks</p>	10	Purchase Order / Agreement copy or completion certificate from customer mentioning the area of Operation.
5	Manpower	<p>Manpower on Company roles: 10 and above – 10 Marks Below 10 – 5 Marks</p>	10	Self-Certification from authorized /HR Head of the organization and the PF Statement

Sr. No	Criteria / Category	Evaluation Criteria Details	Max Marks	Required Supporting Documents
6	Registered Office	BA should have registered/operating office in the State of Maharashtra. Marks allotted: If registered Office lies in Mumbai, Thane, Nashik, Ahmednagar, Pune, Raigad, Ratnagiri, Satara and Palghar districts – 10 marks If registered office lies in rest of the districts of Maharashtra - 5 marks	10	Self-Certification from authorized /HR Head of the organization. 1. Certificate of Incorporation 2. GST Registration 3. PAN Card

Only those bidders who secure more than 75% Score in Technical evaluation shall be qualified further and their financial bid shall be opened. **If there is only one technical bid received and bidder score more than 75% Score in Technical evaluation, than their financial bid shall be considered as L1 accepted rates and the contract shall be awarded to the bidder.**

If more than one bidder fulfills the Eligibility criteria and secure more than 75% Score in Technical evaluation, then their financial bid shall be opened and the selection of the Bidder shall be selected based on highest score (Quality Cum Cost Based Selection (QCBS)) as per the calculation prescribed in following clause:

- 8.1 Weightage of 70% will be awarded for Technical Evaluation and 30% weightage will be awarded for Financial Evaluation.
- 8.2 Proposal with the lowest cost may be given a financial score of 100 (Hundred) and other proposals given financial scores that are inversely proportional to their prices w.r.t. the lowest offer.
- 8.3 Proposal with the highest technical marks (as allotted by the committee) shall be given a score of 100 (Hundred) and other proposals be given technical score that are proportional to their marks w.r.t. the highest technical marks.
- 8.4 The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up.
- 8.5 On the basis of the combined weighted score for quality and cost, the Bidder shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc.
- 8.6 The proposal securing the highest combined marks and ranked H1 shall be awarded the contract. In the event two or more bids have the same score in final ranking, the bid with highest technical score shall be H1.
- 8.7 The bid price will exclude all taxes and levies and shall be in Indian Rupees. Taxes are to mention separately apart from the quoted base price of the proposed components.
- 8.8 The urgency of execution of service is well defined in each para and the scope of the work is also likely to vary on higher side. Since this project is a credential stake, thus keeping in mind the stringent delivery timelines and quality assurance with service of 5 years hence there is capping of offers below 5% of NIT Value. Offers below 5% shall be summarily rejected.

SECTION-III

1. Project Background and Objective of EOI:

RailTel intends to participate in Project mentioned in Special Conditions Section-II, Point 2. For this, 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 of customer local environment.

2. Scope of Work:

The scope of work is as mentioned in Special conditions Section-II, Point 2.

3. Response to EOI guidelines:

a. Language of Proposals:

The proposal and all correspondence and documents shall be written in English in soft copy through email.

b. 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 Business Associate or without any obligation to inform the affected bidder or bidders about the grounds for RailTel's action.

c. 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.

d. Period of Validity of bids and Bid Currency:

As mentioned in Special Conditions Section II, Point 3.

e. Bidding Process (Two Packet System):

As mentioned in Special Conditions Section II, Point 1.

f. Bid Earnest Money (EMD):

- The Business Associate shall furnish a sum as given in EOI Notice and Special Conditions Section II via online transfer from any public sector/nationalized bank in India in favour of "RailTel Corporation of India Limited" along with the offer. This will be called as EOI EMD.
- Offers not accompanied with valid EOI Earnest Money Deposit shall be summarily rejected.

g. Security Deposit / Performance Bank Guarantee (PBG):

- In case the bid is successful, the PBG of requisite amount proportionate to the agreed scope of the work will have to be submitted to RailTel.
- As per work share arrangements agreed between RailTel and Business Associate the PBG will be proportionately decided and submitted by the selected Business Associate.
- Till the time BG is submitted, the successful bidder will submit a Security Deposit of an amount equivalent to 10% (Ten) of the total contract value (proportionate to the scope of work awarded) within 15 days of date of LOA to the successful bidder. The Bank Guarantee should be from Public Sector/Nationalized Banks.

h. Last date & time for Submission of EOI response:

EOI response must be submitted to RailTel at the email address specified in the preamble not later than the specified date and time mentioned in the preamble.

i. Modification and/or Withdrawal of EOI response:

- EOI response once submitted will be treated as final and no modification will be permitted. No correspondence in this regard will be entertained.
- No Business Associate shall be allowed to withdraw the response after the last date and time for submission.
- The successful Business Associate will not be allowed to withdraw or back out from the response commitments. In case of withdrawal or back out by the successful business associate, the Earnest Money Deposit shall be forfeited and all interests/claims of such Business Associate shall be deemed as foreclosed.

j. Clarification of EOI Response:

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the Business Associate 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.

k. Period of Association/Validity of Agreement:

RailTel will enter into an agreement with selected bidder with detailed Terms and conditions on back-to-back basis as per JNPT's terms and conditions for a contract period of 5 years for the scope of work as defined in Section II Point 2.

1. Eligibility Criteria for Bidding Business Partner of RailTel

Sr. No.	Particulars	Criteria for Tender Package (Mandatory Compliance & Document Submission)
A)	Financial Conditions	
i)	BA should be registered under Companies Act, 1956 or Companies Act 2013 or as amended and should have at least 3 years of operations in India as on bid submission date.	Certificate of Incorporation GST Registration PAN Card
ii)	BA individually should have a minimum cumulative annual turnover of 11 Cr during the last three financial years (i.e. FY 2018-19, FY 2019-20, FY 2020-21).	Turnover Certificate issued by the Chartered Accountant. Certificate should contain UDIN no. issued by ICAI
iii)	BA should also have a positive net worth in the last 3 financial years (i.e. FY 2018-19, FY 2019-20, FY 2020-21).	Positive Net Worth Certificate issued by the CA for the last three financial years (i.e. FY 2018-19, FY 2019-20, FY 2020-21). Certificate should contain UDIN no. issued by ICAI.
B)	Technical Conditions	
iv)	BA should have credential of executing similar projects, as defined in Section-II Point 6, for the following value, in last 3 financial years for following value in last 3 years (FY 18-19, FY 19-20, FY 20-21) for government/listed enterprise entities: Single project of Rs. 2.6 Cr OR Cumulative value of Rs. 3.5 Cr from two projects. OR Cumulative value of Rs. 4.4 Cr from Three projects.	Documentary evidence such as Certificate from Customer for satisfactory services/supply/Payments along with Customer's purchase orders/ work orders etc of completed / ongoing project mentioning the completed value of the project. Note: In case of ongoing project that value of completed work shall be considered as project value.
v)	The BA shall have at least 5 personnel on its payroll.	Undertaking from authorized signatory or HR Head of the Company on its letter head along with the PF Statement.
vi)	The BA shall have registered/operating office in the State of Maharashtra.	Undertaking from authorized signatory or HR Head of the Company on its letter head along with GST Registration Certificate and PAN Card
C)	Annexures	
vii)	Annexure I	EOI Format
viii)	Annexure II	Covering Letter: Self-certification duly signed by authorized signatory on company letter head.

Sr. No.	Particulars	Criteria for Tender Package (Mandatory Compliance & Document Submission)
ix)	Annexure III	The Bidder should agree to abide by all the technical, commercial & financial conditions of the end customer for which EOI is submitted. Self-certification duly signed by authorized signatory on company letter head.
x)	Annexure IV	An undertaking signed by the Authorized Signatory of the company to be provided on letter head. The Bidder should not have been blacklisted/debarred by any Governmental/Non-Governmental Organization in India as on bid submission date.
xi)	Annexure V	Format for Affidavit to be uploaded by BA along with the tender documents.
xii)	Annexure VI	Non-disclosure agreement with RailTel.
xiii)	Annexure VII	Non-disclosure Undertaking.
xiv)	Annexure VIII	Checklist of Documents
xv)	Annexure IX	NIL Deviation Certificate
xvi)	Annexure X	Back-to-Back Compliance Certificate
xvii)	Annexure XI	Schedule of Requirement (SOR)
xviii)	Annexure XII	Price Bid Format

m. Bidder's Profile

The bidder shall provide the information in the below table:

Sr. 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	
----	-------------------------	--

4. Evaluation Criteria:

- The Business Associate who fulfills the Eligibility criteria of Bidding BA shall be further evaluated on the basis of Technical Evaluation as mentioned in Special Conditions Section II, Point 7.
- Any conditional bid would be rejected.
- 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 Business associate as per RailTel policy for shortlisting partner against this EOI.
- All General requirement mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable.

5. Formats and Annexures:

All annexures required to issue Commissioning Certificate and Go-Live Certificate will be provided by Site-In-Charge. Decision of Site-In-Charge will be final in all aspects of the contract awarded to selected bidder.

6. Payment terms and SLA:

- RailTel will make payment to selected Business Associate after receiving payment from Customer for the agreed scope of work. In case of any penalty or deduction made by customer for the portion of work to be done by BA, same shall be passed on to Business Associate.
- Detailed payment terms shall be worked out based on the Payment terms of end customer on back-to-back basis.
- All the financial parameters including Payment Terms, BG/Security Deposit and SLA will be back-to-back as per M/s JNPT agreed terms. Payments will be processed post furnishing appropriate Invoices which are compliant as per statutory norms and on back-to-back basis once the equivalent amount or more payment is received from M/s JNPT to M/s RailTel.
- The selected bidder will be required to adhere to the SLA matrix as defined in the **end Customer Organization terms** for his scope of work and the SLA breach penalty will be applicable proportionately on the selected bidder, as specified in the **end Customer Organization terms**. The SLA scoring and penalty deduction mechanism for in-scope of work area shall be **followed as end customer terms on back-to-back basis**. 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 on to the Partner proportionately based on its scope of work.

- In addition to above clause, following may be adhered to:
 - i) minimum SLA needs to be maintained for minimum 99.9% and calculation shall be on bi-monthly basis.
 - ii) Quarterly testing of fibers and maintaining record of fiber status in soft and hard copy will be required.
 - iii) If penalty for poor SLA is imposed due to poor performance of two consecutive billing cycle, vendor will be liable for termination.
 - iv) Maintenance teams shall be equipped with splicing machine, OTDR, power meter and minimum tools and plants required for maintenance of installed infrastructure.
 - v) Minimum staff to be deployed for maintenance purpose is 2 Graduate Engineers, 2 Semi-skilled (diploma holders), 3 Unskilled labors, 1 maintenance four wheeler with OFC cable and joint closure for maintenance

7. Liquidity Damages:

If the Bidder fails to complete the installation and commissioning of captioned work within 60 days from date of issue of LOI, liquidated damages shall be recovered from the bills of the Bidder at the rate of 0.5% of the total awarded value per week or part thereof delay subject to maximum 10% of the awarded value of contract OR the BG will be revoked as the case may be.

In the event the progress of work is extremely poor or in the event of loss of RailTel's revenue from JNPT or termination of contract by JNPT for whatsoever may be the reason, RailTel will have right to terminate/short close the contract as per the prevailing conditions.

SECTION-IV

List of Annexure

Sr. No.	Document	Submission Format
1	EOI Format	Annexure I
2	Format for COVERING LETTER	Annexure II
3	Format for Self-Certificate & Undertaking	Annexure III
4	Undertaking for not Being Blacklisted/Debarred	Annexure IV
5	Format of Affidavit	Annexure V
6	Non-Disclosure Agreement (NDA) Format	Annexure VI
7	Non-Disclosure Undertaking (NDU) Format	Annexure VII
8	Checklist of documents	Annexure VIII
9	Format for Nil Deviation certificate	Annexure IX
10	Back-to-Back Compliance Certificate	Annexure X
11	Schedule of Requirement (SOR)	Annexure XI
12	Price Bid Format	Annexure XII

Annexure I: EOI Format

RailTel reserves the right to reject any response received after the mentioned deadline or received with incomplete/ partial details or not as per the formats specified below. The response to the Invitation for EOI should cover the following:

1. The bidders need to submit the password protected proposal (**file size should not exceed 20 MB**) via email to IDs eoI.wr@railtelindia.com of their EoI in sealed envelopes.
2. The sealed envelope should clearly mention on top of it in bold writing – **EOI No.**
3. Covering letter in the format mentioned in **Annexure II.**
4. Checklist of documents for submission given at **Annexure VIII.**
5. Proposed project execution details containing the following: Execution plan (sample) giving details of approach and methodology, equipment to be used, manpower, etc.
6. Commercials as specified in **Annexure XII.**
7. Nil-deviation certificate as per format in **Annexure IX.**
8. Copy of 'Invitation for EoI document' issued by RailTel, duly signed by the authorized signatory of the bidder.
9. Non-disclosure certificate as per format in **Annexure VII.**
10. Power of Attorney specifying authorized signatory of the bidder.
11. Back-to-Back Compliance Certificate as per format in **Annexure X.**
12. (PLEASE USE BLOCK LETTERS TO FILL THE 2 TABLES BELOW)

Sr. 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 emailAddress	
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	

Details Of Point Of Contact:			
First Name		Last Name	
Designation			
Official Address			
Contact Number (Office Landline)			
Mobile Number			
Official Email ID			

* Without GSTIN no. the invoice will not be entertained.

Annexure II: Format for Covering Letter

Covering Letter (To be on company letter head)

EOI Reference No:

Date:

To,
The Regional General Manager,
Western Railway Microwave Complex
Senapati Bapat Marg, Near Railway Sports Ground, Mahalaxmi, Mumbai – 400013

Dear Sir,

Subject: Participation in the EOI process

Having examined the Invitation for EOI 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 EOI document.

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

We hereby declare that all the information and supporting documents furnished as a part of our response to the said Invitation for EOI 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 EOI is liable to be rejected.

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

Authorized Signatory

Name:

Designation:

Annexure III: Format for Self-Certificate & Undertaking

Self-Certificate (To be on company letter head)

EOI Reference No:

Date:

To,

The Regional General Manager,
Western Railway Microwave Complex
Senapati Bapat Marg, Near Railway Sports Ground, Mahalaxmi, 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 end customer RFP for which EOI is submitted (except pricing, termination & risk purchase rights of the RailTel). We understand and agree that RailTel shall release the payment to selected BA after the receipt of corresponding payment from end customer by RailTel.
Further we understand that in case selected BA 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 BA.
3. We agree to abide by all the technical, commercial & financial conditions of the end customer's RFP/PO 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 end customer's RFP/PO. We are hereby enclosing the arrangement of OEMs against each of the BOQ item quoted as mentioned end customer's RFP/PO. We also undertake to submit MAF and other documents required in the end Customer Organization tender in favour of RailTel against the proposed products.
5. We hereby certify that any services, equipment and materials to be supplied are produced in eligible source country complying with OM/F. No. 6/18/2019 dated 23rd July 2020 issued by DoE, MoF.
6. We hereby undertake to work with RailTel as per end customer's RFP/PO terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Criteria as required in the end customer's RFP/PO terms and conditions like technical certificates, OEM compliance documents.
7. We understand and agree that RailTel is intending to select a BA who is willing to accept all terms & conditions of end customer organization's RFP/PO for the agreed scope of work. RailTel will

strategies to retain scope of work where RailTel has competence.

8. We hereby agree to submit that in case of being selected by RailTel as BA 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 require.
9. We hereby undertake to sign Pre Bid Agreement and Non-Disclosure Agreement with RailTel on a non-judicial stamp paper of Rs. 100/- in the prescribed Format.

Authorized Signatory

Name:

Designation:

Annexure IV: Undertaking for not Being Blacklisted/Debarred

<On Company Letter Head>

To,

The Regional General Manager,
Western Railway Microwave Complex
Senapati Bapat Marg, Near Railway Sports Ground, Mahalaxmi, Mumbai – 400013

Undertaking for not Being Blacklisted/Debarred

We, Company Name , having its registered office at Address hereby declares that that the Company has not been blacklisted/debarred by any Governmental/ Non-Governmental organization in India for past 3 Years as on bid submission date.

Date and Place:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Bidder's Company Seal:

Annexure V: Format of Affidavit

Format for Affidavit to be Uploaded by BA along with the EOI documents

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/- or franking from public sector/nationalized bank. The paper has to be in the name of the BA) **

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

M/s..... (hereinafter called the BA) for the purpose of the EOI documents for the work of _____ as per the EOI No. _____ of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the behalf of the BA including its constituents as under:

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

DEPONENT
SEAL AND SIGNATURE
OF THE BA

VERIFICATION

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

DEPONENT

SEAL AND SIGNAURE
OF THE BA

Place:

Dated:

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

Annexure VI: Non-Disclosure Agreement (NDA) Format

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “**Agreement**”) is made and entered into on this ____ day of ____, 2021 (the “**Effective Date**”) at _____.

By and between

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

And

_____) (CIN: _____), a company duly incorporated under the provisions of Companies Act, _____ having its registered office at _____, (hereinafter referred to as '**_____**'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of OTHER PART

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

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

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

WHEREAS, each Party accordingly desires to disclose certain Information (each Party, in such disclosing capacity, the “**Disclosing Party**”) to the other Party (each Party, in such receiving capacity, the “**Receiving Party**”) subject to the terms and conditions of this Agreement.

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

1. **Permitted Use.**

a) Receiving Party shall:

- i. hold all Information received from Disclosing Party in confidence;
- ii. use such Information for the purpose of evaluating the possibility of entering into

- iii. a commercial arrangement between the Parties concerning such Information; and restrict disclosure of such Information to those of Receiving Party's officers, directors, employees, affiliates, advisors, agents and consultants (collectively, the "**Representatives**") who the Receiving Party, in its reasonable discretion, deems need to know such Information, and are bound by the terms and conditions of (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement.
 - b. The restrictions on Receiving Party's use and disclosure of Information as set forth above shall not apply to any Information that Receiving Party can demonstrate:
 - i. is wholly and independently developed by Receiving Party without the use of Information of Disclosing Party;
 - ii. at the time of disclosure to Receiving Party, was either (A) in the public domain, or (B) known to Receiving Party;
 - iii. is approved for release by written authorization of Disclosing Party; or
 - iv. is disclosed in response to a valid order of a court or other governmental body in the India or any political subdivision thereof, but only to the extent of, and for the purposes set forth in, such order; provided, however, that Receiving Party shall first and immediately notify Disclosing Party in writing of the order and permit Disclosing Party to seek an appropriate protective order.
 - c. Both parties further agree to exercise the same degree of care that it exercises to protect its own Confidential Information of a like nature from unauthorized disclosure, but in no event shall a less than reasonable degree of care be exercised by either party.
2. **Designation.**
- a. Information shall be deemed confidential and proprietary and subject to the restrictions of this Agreement if, when provided in:
 - i. written or other tangible form, such Information is clearly marked as proprietary or confidential when disclosed to Receiving Party; or
 - ii. oral or other intangible form, such Information is identified as confidential or proprietary at the time of disclosure.
3. **Cooperation.** Receiving Party will immediately give notice to Disclosing Party of any unauthorized use or disclosure of the Information of Disclosing Party.
4. **Ownership of Information.** All Information remains the property of Disclosing Party and no license or other rights to such Information is granted or implied hereby. Notwithstanding the foregoing, Disclosing Party understands that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Information of the Disclosing Party. Notwithstanding anything to the contrary, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop products, or have products developed for it, that, without violation of this Agreement, compete with the products or systems contemplated by Disclosing Party's Information.

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

6. **Return or Destruction of Information.**

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

termination of this Agreement;

expiration of this Agreement; or

Receiving Party's determination that it no longer has a need for such Information.

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

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

Notice.

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

by personal delivery, when delivered personally;

by overnight courier, upon written verification of receipt; or

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

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

RailTel Corporation of India limited:

Attn: _____

Address: _____

Phone: _____

Email: _____

_____:

Attn: _____

Address: _____

Phone: _____

Email: _____

Term, Termination and Survivability.

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

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

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

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

not apply to any materials or information disclosed to it thereafter.

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

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

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

Settlement of Disputes:

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

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

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

CONFIDENTIALITY OF NEGOTIATIONS

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

REPRESENTATION

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

ASSIGNMENT

Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be

assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of each of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

EMPLOYEES AND OTHERS

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

NO LICENSE

Nothing in this Agreement is intended to grant any rights to under any patent, copyright, or other intellectual property right of the Disclosing Party, nor will this Agreement grant the Receiving Party any rights in or to the Confidential Information of the Disclosing Party, except as expressly set forth in this Agreement.

RELATIONSHIP BETWEEN PARTIES:

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

20: UNPUBLISHED PRICE SENSITIVE INFORMATION (UPSI)

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

21 MISCELLANEOUS. This Agreement constitutes the entire understanding among the Parties as to the Information and supersedes all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each Party by its authorized representative. The failure or delay of any Party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party's right thereafter to

enforce each and every provision of this Agreement. In the event that any of the terms, conditions or provisions of this Agreement are held to be illegal, unenforceable or invalid by any court of competent jurisdiction, the remaining terms, conditions or provisions hereof shall remain in full force and effect. The rights, remedies and obligations set forth herein are in addition to, and not in substitution of, any rights, remedies or obligations which may be granted or imposed under law or in equity.

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

_____ :

RailTel Corporation of India Limited:

By _____
Name:
Title:

By _____
Name:
Title:

Witnesses:

Annexure VII: Non-Disclosure Undertaking (NDU) Format

(On Rs. 100 Stamp Paper/franking from Public Sector/Nationalized Bank)

NON DISCLOSURE UNDERTAKING

To,

RailTel Corporation of India Limited

Western Railway Microwave Complex

Senapati Bapat Marg, Near Railway Sports Ground, Mahalaxmi, Mumbai – 400013

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

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

1. We are the Bidders/Prospective Bidders for the EOI floated by RailTel for Laying and Maintenance of Optic Fiber Network for end Customer Organization.
2. We are well aware that the said tender relates to for procurement of services and equipment for defence/ high security installations. Hence, being a prospective bidder, we agree and acknowledge that it becomes imperative on our part to maintain utmost confidentiality in relation to said tender.
3. We undertake that any information relating to said tender (hereinafter referred to as the Confidential Information) which is or will be disclosed/ divulged by RailTel as a Disclosing Party to us, will be received and treated by us as strictly confidential and we shall not, without the prior written consent of the RailTel or as expressly permitted herein, disclose or make available to any other person such information.
4. We agree and undertake that we shall use any such information relating to said tender only for the purpose of bidding in the tender and will not use for any other purpose whatsoever.
5. We further undertake that we will disclose such Confidential Information to our employees or Representatives only on a strict "need to know" basis, for the sole purpose of preparation and submission of our Bid subject to such employee or representative being bound by the confidentiality obligation hereunder. We shall be responsible for any breach of the terms of this Undertaking by us or by any of our employees or Representatives.
6. We undertake that we shall exercise no lesser security or degree of care than we apply to our own Confidential Information of an equivalent nature, but in any event not less than the degree of care which a reasonable person with knowledge of the confidential nature of the information would exercise.
7. We shall ensure that all such Confidential Information is kept safe and secured at all times and is protected from unauthorised access, use, dissemination, copying, theft or leakage.
8. We undertake that we shall at no time, discuss with any person, other than as permitted

under this Undertaking, the Confidential Information, or any other matter in connection with, or arising out of, the discussions or negotiations in relation to the Bid Process.

9. Without prejudice to any other rights or remedies that RailTel may have, we agree and acknowledge that in the event of a breach or threatened breach of the provisions of this Undertaking, money or damages may not be an adequate remedy for a breach of any of the provisions of this Undertaking and it is reasonable that the RailTel, in addition to any other relief or remedy that it may have, shall also be entitled to the injunctive relief, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Undertaking.
10. In case any loss or damages are incurred by RailTel owing to any breach or threatened breach by us, we undertake to hold RailTel harmless and indemnify in full to RailTel for any such loss.
11. We hereby represents and warrants that we have the requisite power and authority to execute, deliver and perform its obligations under this Undertaking.
12. The terms and conditions of this Undertaking shall inure to the benefit of and be binding upon the successors and permitted assigns of the Parties. The obligations under this Undertaking shall not be assigned or otherwise transferred in whole or in part by either party without the prior written consent of the other parties.
13. The obligation relating to confidentiality under this undertaking shall survive even after award of the project and successful completion of project.

For and on behalf of__

Authorised Signatory

Annexure VIII: Checklist of documents

Sl No	Document	Submission Format	Enclosed (Yes/No)
1	Proof of Submission of EOI EMD (UTR No, Date, Bank Details)	NA	
2	EOI Format with 1. Power of Attorney specifying authorized signatory of the bidder. 2. Copy of 'Invitation for EoI document issued by RailTel, duly signed by the authorized signatory of the bidder.	Annexure I	
3	Format for COVERING LETTER	Annexure II	
4	Format for Self-Certificate & Undertaking	Annexure III	
5	Undertaking for not Being Blacklisted/Debarred	Annexure IV	
6	Format of Affidavit	Annexure V	
7	Non-Disclosure Agreement (NDA) Format	Annexure VI	
8	Non-Disclosure Undertaking (NDU) Format	Annexure VII	
9	Checklist of documents	Annexure VIII	
10	Nil Deviation certificate	Annexure IX	
11	Back-to-back Compliance Certificate	Annexure X	
12	Signed copy of Schedule of Requirement (SOR)	Annexure XI	
13	Blank Signed copy of Price Bid Format	Annexure XII	

Annexure IX: Format for NIL Deviation Certificate

(To be on company letter head)

NIL DEVIATION CERTIFICATE

To,
The Regional General Manager,
Western Railway Microwave Complex
Senapati Bapat Marg,
Near Railway Sports
Ground, Mahalaxmi,
Mumbai – 400013

Dear Sir,

SUB: NIL DEVIATION CERTIFICATE

We have examined the Invitation for EoI document issued by RailTel for the Laying and Maintenance of Optic Fiber Network for Jawaharlal Nehru Port Trust

We hereby confirm “NIL Deviation” from the Invitation for EoI (EOI No.) document issued by RailTel on XX.012021

Date:

Signature with seal –
(in the box)



Name:

Designation: _____

Annexure X: Back-to-Back Compliance Certificate

To

The Regional General Manager,
Western Railway Microwave Complex
Senapati Bapat Marg,
Near Railway Sports
Ground, Mahalaxmi,
Mumbai – 400013

Sub: Complete back-to-back Compliance Certificate

Ref: 1) EoI Number: _____ Dated: _____

Dear Sir,

Considering reference 1 we would like to declare that we have read and understood the EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI thoroughly. We would like to give you our back-to-back compliance for all the end customer's tender/PO terms and conditions, clauses, timelines, deliverables and anything explicitly mentioned in the EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI.

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone and Fax :

E-mail address :

Annexure XI: Schedule of Requirement (SOR)

**Total Estimated Value under the defined scope of Work as per Clause 2 in Section II: Rs.
4,41,42,113/-**

Sr. No.	Description	Quantity	UoM	Unit Rate (Excl. of tax in Rs.)	Total Amount (Excl. of tax in Rs.)
1	Supply of 96 Core Optical Fiber Cable	40,000	metre	128.00	51,20,000
2	Supply of 40 mm HDPE Pipe (Duct) & associated accessories	40,000	metre	49.00	19,60,000
3	Supply of GI Class B Pipe 75 mm dia - IS1239 medium grade	12	metre	574.00	6,888
4	Supply of GI Class B Pipe 50 mm dia - IS1239 medium grade	6	metre	328.00	1,968
5	Supply of DWC Pipe 78/63 mm OD/ID as per IS 14930 Part II	2,673	metre	65.00	1,73,753
6	Supply of Clamps for duct	4,000	Units	160.00	6,40,000
7	Splicers for 96 Core Fiber	2,112	Core	175.00	3,69,600
8	Supply of Fiber Junction Box (Joint Enclosure)	22	Units	3685.00	81,070
9	Activity Cost involving laying and installation of 40 mm HDPE pipe, clamping, pulling 96 core fiber through duct, splicing, termination, testing and commissioning of Optical Fiber Cable	32,500	metre	325.00	1,05,62,500
10	Activity Cost involving trenching, HDD work, laying, clamping, pulling, splicing, termination, testing and commissioning of Optical Fiber Cable	7,500	metre	570.00	42,75,000
A	Total of OFC Deployment in JNPT SEZ				2,31,90,779
1	Supply of Fiber Optic Termination Box (96 port SC type fully loaded)	2	Unit	31,400.00	62,800
2	Supply of Duplex LC-SC Patch Cord 3 m	500	Unit	246.00	1,23,000
3	Supply of Duplex LC-SC Patch Cord 5 m	500	Unit	410.00	2,05,000
4	Supply of 42U Indoor Server Rack with all accessories	2	Unit	55,300.00	1,10,600
5	Supply of 1 Ton AC	2	Unit	43,000.00	86,000
6	Supply of UPS 2 KV	2	Unit	51,000.00	1,02,000
7	Supply of UPS 100Ah Battery	8	Unit	10,000.00	80,000

8	Supply of Battery Stand	1	Unit	15,000.00	15,000
9	Supply of Lightening Protection System	1	Unit	85,000.00	85,000
10	Supply of Earthing work	1	Unit	8,194.00	8,194
11	Activity Cost involving installation & commissioning, cable tray laying as per telecom standard, termination of fiber, dismantling/removing of old assets/articles of Meet Me Room	1	Lump sum	73,740.00	73,740
B	Total of Setup of Meet Me Room at JNPT allocated space in SEZ area				9,51,334
C	Total Capex Estimate (Excl of GST) (A+B)				2,41,42,113
Estimate for Setting up of infrastructure of Fiber Backbone at JNPT SEZ - Opex					
Sr. No.	Description	Quantity	Uo M	Annual Charges (Excl. of tax in Rs.)	Total Charges for 5 years (Excl. of tax in Rs.)
1	Operation and Maintenance Charges for the complete infrastructure 1. 2 dedicated Engineer which includes one for Meet Me Room and one for Network Maintenance and customer Support 2. 3 dedicated unskilled labour for support to engineers 3. Tools and Plant (T&P) for maintenance 4. Fault Rectification	1	Lump sum	40,00,000.00	2,00,00,000
D	Total Opex Estimate (Excl of GST)				2,00,00,000
E	Total Estimate (Excl of GST)				4,41,42,113

Annexure XII: PRICE BID FORMAT

Note: 1. The rate and amount (shown below) are rounded off to two decimal places. For calculation purpose actual decimal places will be taken into consideration.

i.	I/We undertake to execute the work at _____ % (in words: _____ percent) _____ (write 'at par with' or 'below' or 'above') the RailTel's total estimated cost of work (Rs. 4,41,42,113/-) as per schedule of work mentioned in Annexure-VI .
ii.	It is certified that I/We have inspected the site of work and acquainted myself or ourselves with local conditions.
iii.	I/We have carefully gone through the specifications, additional special conditions etc. attached with the tender document.
iv.	I/We undertake to keep this offer valid for period indicated in Tender document from the date of opening of Tender and further not to revoke the same before the expiry of such period.
Note for Guidance	[a] Tenderer should quote single percentage rate in row (i) above only at par with/above /below the RailTel's total estimated cost of work in the tender SOR.
	[b] The single percentage rate should be quoted both in figures and words
	[d] If none of the 'at par with'/'below'/'above' is mentioned by the tenderer in row (i) above, the quoted single percentage will be treated below the RailTel's estimated cost of work.
	In the event of any discrepancy between the rates in figures and in words, the quote shall be considered Taking into account the one written in words for evaluation purpose.
	The bidder is expected to submit a separate sheet , which includes the details of tax applicable for each component of the SOR, the breakup of price for each item of SOR in terms of Basic Unit Price, GST, Excise duty, Sales Tax, Freight, Forwarding, Packing, Insurance and any other Statuary Taxes/Levies/Charges already paid or payable by the supplier shall also be quoted separately.

Total estimated cost (total NIT value) is Rs. 4.41 Crores (All taxes exclusive).
Bidder should quote price "above/below/par" to this total NIT value.