

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

**Expression of Interest for Selection of Partner from Empanelled Business Associate  
for EXCLUSIVE PRE-BID TEAMING ARRANGEMENT**

**For**

**Supply, Installation, Testing and Commissioning of Computer Lab, Interactive panel, UPS, Internet  
cabling, Electrification and Furniture for Computer Lab on Turnkey Basis**

**EOI NO. RAILTEL/WR/BPL-354 / SPD/WB/RFB/2021-22/ Computer Lab Dt 24<sup>th</sup>  
May 2022**

## EOI NOTICE

**RailTel Corporation of India Limited, Plot No.17, First Floor, Shahpura Thana, E-8 Extension  
Raghunath Nagar, Bhopal M.P. -462039**

**EOI Notice No: RAILTEL/WR/BPL-354/SPD/WB/RFB/2021-2022/Computer Lab Dt 24<sup>th</sup> May 2022**

RailTel Corporation of India Ltd., (here after referred to as "RailTel") invites EOIs from RailTel's Empanelled Partners for the selection of suitable partners for Exclusive Prebid teaming arrangement for **Supply, Installation, Testing, and Commissioning of Computer Lab, Interactive panel, UPS, Internet cabling, Electrification and Furniture for Computer Lab on Turnkey Basis**

The details are as under:-

1	Last date for submission of EOIs by bidders	2 <sup>nd</sup> June 2022 at 17:00 hrs
2	Opening of Technical bid	2 <sup>nd</sup> June 2022 at 17:30 hrs
3	Opening of Commercial bid	Will be informed to the technically responsive bidders .
4	Number of copies to be submitted for scope of work	One
5	EOI fees inclusive of tax(Non-refundable)	Rs.20,000/-
6	EMD for Pre-Bid Arrangement	Rs. 20,00,000/-

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, Branch name – Mahalaxmi Branch**

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: Sonia Sahu  
Position: Sr. Manager /Marketing  
Email: [sonia.sahu@railtelindia.com](mailto:sonia.sahu@railtelindia.com)  
Contact: +91-9004444159

**Level:2** Contact: Anand Kumar  
Position: Dy. General Manager/Marketing  
Email: [anandnkn@railtelindia.com](mailto:anandnkn@railtelindia.com)

**Level:3** Contact: Sharad Sharma  
Position: General Manager  
Email : [sharad.sharma@railtelindia.com](mailto:sharad.sharma@railtelindia.com)

Note:

1. The EOI response is invited **ONLY** from eligible **Empaneled Partners of RailTel**.
2. Empaneled partners are required to submit soft copy (password protected PDF) of technical packet through an e-mail at [eoι.wr@railtelindia.com](mailto:eoι.wr@railtelindia.com), duly signed by Authorized Signatories with Company seal and stamp. The size of file should not exceed 20 Mb
3. All the documents must be submitted with proper indexing and page no.
4. This Eoι is for an **exclusive pre RFP partnership arrangement with empaneled business associate of RailTel for participating in the end customer RFP**. Selected partner's authorized signatory has to give an undertaking that, once selected in this EOI for pre-bid teaming arrangement, they will not submit their bids and techno-commercial solution directly or indirectly in association with any other Organization (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 Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or 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.
6. **All terms and condition of End -customer RFP will be applicable as it is to the selected BP/SI.\*\***

## 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.

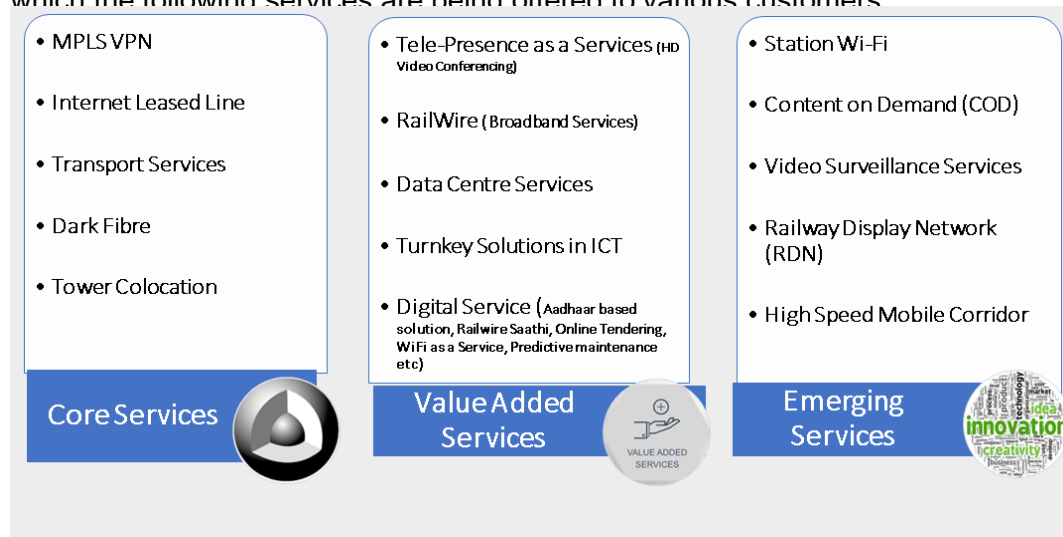
RailTel has approximately 60000 kms of OFC along the protected Railway tracks. The transport network is built on high capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon 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 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 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 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, and 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 video conference 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 officers colonies and residences.

## SECTION-II

2

- a) **Project Background** :- Supply, Installation, Testing and Commissioning of Computer Lab Equipment consisting of Desktop Computer i5 with Antivirus, High End Desktop i7 ( as Local Server) with Antivirus , Multi-Function Printer, UPS 10 KVA Online, Interactive Smart Panel 75" with wall Mounted Fixtures ,Split AC 2 Ton , Internet cabling, 48 Port L3 network Switch with rack, Electrification with ISI cabling ,Portable Fire Extinguisher, Work Stations, Computer chair for Computer Lab on Turn Key Basis for 25 Nos. Higher Education Institutions (HEIs) or Mahavidyalaya Colleges of Department of Higher Education, Madhya Pradesh

- b) Bidding Process

The bidding process will consist of Two packet system ( 2no. of files Password protected). Commercial envelop of only successful technical bidder will be open.

- c) Scope of Work:-

The scope of work will be as under as mentioned in the end Customer Organization RFP for **“Supply, Installation, Testing and Commissioning of Computer Lab, Interactive panel, UPS, Internet cabling, Electrification and Furniture for Computer Lab on Turnkey Basis “**.

In case of any discrepancy or ambiguity in any clause/ specification pertaining to scope of work area, the Tender 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).

- d) Period of Validity of bids and Bid Currency

Bids shall remain valid for a period of **< \_180\_ Days>** from the date <LOI issued by the end Customer Organization for which bid is going to submit>.

- e) Bid Earnest Money (EMD)

The Business Associate shall furnish a sum **\_Rs. 2000000\_** 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 **EOI EMD**. In case of Business Associate’s offer is selected for bidding, a BA 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 Business Associate 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 if applicable.

**f) Integrity Pact Bank Guarantee**

Additionally, BA has to submit **Integrity Pact Bank Guarantee for Rs. 1 Crore. In case bid value is above 15 crore.**

- g) Similar Nature of Project: - Following is the Similar Nature of the Project for this EoI ( as per end-customer RFB)
- h) Other Condition :- The Bidder shall have the following valid ISO & CMMi certifications or with latest amendment: ISO-9001:2008, ISO-14001:2015, ISO-20000:2011, ISO-27001:2013, CMMI-3 or above
- i) Technical evaluation criteria: -  
All eligible empaneled business partners who fulfil 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:

**Evaluation Criteria: (Total Marks: 100; Minimum Qualifying Marks: 70)**

S. No	Criteria / Category	Evaluation Criteria Details	Max Marks	Required Supporting Documents
1	Turnover / Bidders Profile	Cumulative annual turnover from the BA over the last three financial years. Marks shall be allotted as given below: <ul style="list-style-type: none"><li>• More than Rs. 20 Cr. Turnover = 25 marks</li></ul>	25	Copy of Annual report / Certificate from the Statutory Auditor/CA on turnover details over the last three (3) financial years
2	Work Experience	The Partner should have executed minimum one similar turnkey project (as per end-customer RFB) in Central/State/Public sector undertaking/Educational Institutions along with satisfactory certificate at minimum 5 location Marks shall be allotted as given below: <ul style="list-style-type: none"><li>• More than 25 location = 25 marks</li><li>• Between 15 to 25 location = 15 marks</li><li>• Between 5 to 15 locations. = 10 marks</li></ul>	25	Purchase Order / Agreement copy and completion certificate from customer.

S. No	Criteria / Category	Evaluation Criteria Details	Max Marks	Required Supporting Documents
3	Experience	<p>The Partner should have executed similar turnkey project (as per end-customer RFB) in Central/State/Public sector undertaking/Educational Institutions, satisfactorily completed during last 5 year with value of each contract as mentioned below</p> <ul style="list-style-type: none"> <li>• Single order value with in Rs 7.62 crore or more = 20 marks</li> <li>• Two work order, each of value Rs. 5 .0 crore or more upto Rs. 7.62 crore = 10 marks</li> <li>• Three work Order, each work order value in Rs. 4 .0 crore upto Rs.5.0 crore = 5 marks</li> </ul>	20	Purchase Order / Agreement copy and completion certificate from customer.
4	Number of projects	Partner should have executed in supply, installation and commissioning of furniture for the computer lab or any of the workstation to any state/Central government department /public sector undertaking of a value of minimum totaling Rs 60 lakhs in any one year during last 3 year prior to the bid submission.	10	Purchase Order / Agreement copy and completion certificate from customer.
5	Valid electrical License .	Partner should have valid electrical license and executed works to any state/Central government department /public sector undertaking of a value of minimum totaling Rs 2 lakhs in any one year during last 3 year prior to the bid submission.	20	Purchase Order / Agreement copy and completion certificate from customer.

## SECTION-III

### 3. Project Background and Objective of EOI

RailTel intends to participate in Project mentioned in Special Conditions Section-II. 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 customer local environment.

### 4. Scope of Work

The scope of work will be as mentioned in Special conditions Section-II

**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.**

### 5. Response to EOI guidelines

#### 5.1 Language of Proposals

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

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

#### 5.3 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.

#### 5.4 Period of Validity of bids and Bid Currency

As mentioned in Special Conditions Section II.

#### 5.5 Bidding Process (Two Packet System)

As mentioned in Special Conditions Section II.

#### 5.6 Bid Earnest Money (EMD)

- 5.6.1 The Business Associate shall furnish a sum as given in EOI Notice and Special Conditions Section II 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 **EOI EMD**.
- 5.6.2 Offers not accompanied with valid EOI Earnest Money Deposit shall be summarily rejected.
- 5.6.3 **Integrity Pact Bank Guarantee as per Special Conditions Section II .**
- 5.6.4 **Return of EMD for unsuccessful Business Associates:** EOI EMD of the unsuccessful Business Associate shall be returned without interest after completion of EOI process.
- 5.6.5 **Return of EMD for successful Business Associate:** 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 (clause no. 5.7) from Business Associate whichever is later.
- 5.6.6 **Forfeiture of EOI EMD or EOI EMD & EMD (balance proportionate EMD) and or Penal action as per EMD Declaration:**
  - a) The EOI EMD may be forfeited and or penal action shall be initiated if a Business Associate withdraws his offer or modifies the terms and conditions of the offer during validity period.
  - b) In case of non submission of SD/PBG (as per clause no. 5.7) 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.

#### 5.7 Security Deposit / Performance Bank Guarantee (PBG)

- 5.7.1 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. The amount of the Performance Security shall be: 3% of the total contract Price, Successful Partner to submit within 15 days from the date of Work order is issued , Contract Agreement will be signed post submission of the Performance Security, Performance Security shall be valid 60 days beyond the Warranty period
- 5.7.2 As per work share arrangements agreed between RailTel and Business Associate the PBG will be proportionately decided and submitted by the selected Business Associate.

### 5.8 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.

### 5.9 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.

### 5.10 Details of Financial bid for the above referred tender

The final bid for the tender will be prepared jointly with the selected Business Associate so that the optimal bid can be put with a good chance of winning the Tender.

### 5.11 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.

### 5.12 Period of Association/Validity of Agreement

RailTel will enter into a pre-bid agreement with selected bidder with detailed Terms and conditions.

## 6. Eligibility Criteria for Bidding Business Partner of RailTel

S No.	Particulars	Criteria for Tender Package (Mandatory Compliance & Document Submission)
<b>A)</b>	<b>Financial Conditions</b>	
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.	1. Certificate of Incorporation 2. GST Registration 3. PAN Card

<b>S No.</b>	<b>Particulars</b>	<b>Criteria for Tender Package</b> (Mandatory Compliance & Document Submission)
ii)	BA individually should have a minimum cumulative annual turnover of <b>Rs 20 Cr.</b> during the last three financial years & current year (i.e. FY 2017-18, FY 2018-19, FY 2019-20).	Turnover Certificate issued by the Chartered Accountant. Certificate should contain UDINno. issued by ICAI
iii)	BA should also have a positive net worth & be profitable in the last 3 financial years (FY2017-18, FY 2018-19 & FY 2019-20)	Positive Net Worth and Profitability Certificate issued by the CA for the last three financial years (FY 2017-18, FY 2018-19 & FY 2019-20). Certificate should contain UDIN no. issued by ICAI.
<b>B)</b>	<b>Technical Conditions</b>	
iv)	Business Associate should have executed any similar turnkey project (as per end-customer RFB) in Central/State/Public sector undertaking/Educational Institutions along with satisfactory Certificate	Documentary evidence such as Certificate from Customer for satisfactory services/supply/Payments along with Customer's purchase orders/ work orders etc for completed / ongoing project.
v)	BA should have credential of similar projects, as defined in Section-II, for the following value, during last 5 year:  1) Single project of Rs. 7.62 Cr <80% of the bid value (actual/expected)> OR 2) Two work order , each work order value in Rs. 5.0 Cr <50% of the bid value (actual/expected) OR 3) Three work order , each work order value in Rs. 4.0 Cr <40% of the bid value (actual/expected)	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.
vi)	Valid Electrical License and experience certificate .	Licence Copy along with PO Copy along with satisfactory certificate .
<b>C)</b>	<b>Annexures</b>	
viii)	<b>Annexure 1</b>	<b>Covering Letter:</b> Self-certification duly signed by authorized signatory on company letter head.

<b>S No.</b>	<b>Particulars</b>	<b>Criteria for Tender Package</b> (Mandatory Compliance & Document Submission)
ix)	<b>Annexure 2</b>	The Bidder should agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted.  Self-certification duly signed by authorized signatory on company letter head.
x)	<b>Annexure 3</b>	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)	<b>Annexure-4</b>	Format for Affidavit to be uploaded by BA along with the tender documents.
xii)	<b>Annexure-5</b>	Non-disclosure agreement with RailTel.
xiii)	<b>Annexure-6</b>	Non-disclosure Undertaking.
xiv)	Power of Attorney	Power of Attorney and Board Resolution in favour of one of its employees who will sign the Bid Documents.
xv)	Project Plan	The Tenderer/ Bidder to provide the Project Plan, Equipment specifications, and any other details pertaining to the procurement along with the Technical Proposal as mentioned in the format at Section VII - Schedule of Requirements,
xvi)	Declaration	Partner shall confirm in the Undertaking that on Award of the Contract, for any additional requirements of the other Colleges within 1 (One) Year period of time, from the date of Award of the Contract, shall execute the Computer lab requirements based on the Unit price of a Computer lab as per the scope & Technical Specifications without any additional cost, Terms & Conditions. Colleges can contact the Agency to implement the computer Lab Facility as per the Awarded scope, terms & Conditions. ( as per end customer RFB )

## 7. 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	

## 8. Evaluation Criteria

- 8.1. The Business Associates are first evaluated on the basis of the Eligibility Criteria as per clause 5 above.
- 8.2. 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.
- 8.3. Only those bidders who secure more than 70% Score in Technical evaluation will be required to submit financial bid. **If there is only one technical bid received and bidder score more than 70% Score in Technical evaluation, then financial bid will be opened and based on same commercial negotiation solution can be worked out to prepare most optimising winnable solutions and then** will be invited for **exclusive pre-bid arrangement for optimizing technical and commercial solution so that most winnable solution is submitted to end customer..**
- 8.4. If more than one bidder fulfills the Eligibility criteria and secure more than 70% Score in Technical evaluation then Bidder shall be selected based on highest score (Quality Cum Cost Based Selection (QCBS)) as per the calculation prescribed in following clause.
- 8.5. Weightage of 70% will be awarded for Technical Evaluation and 30% weightage will be awarded for Financial Evaluation.
- 8.6. 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.
- 8.7. 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.

- 8.8. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up.
- 8.9. 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.
- 8.10. The proposal securing the highest combined marks and ranked H1 will be invited for **exclusive pre-bid arrangement for optimizing technical and commercial solution so that most winnable solution is submitted to end customer**. In the event two or more bids have the same score in final ranking, the bid with highest technical score will be H1.
- 8.11. 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.
- 8.12. Any conditional bid would be rejected.
- 8.13. 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.
- 8.14. All General requirement mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable.

## 9 Payment terms

- 9.1 RailTel shall 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.
- 9.2 Detailed payment terms shall be worked out based on the Payment terms of end customer in Pre-bid agreement.

## 10 SLA

The selected bidder will be required to adhere to the SLA matrix as defined in the **end Customer Organization** tender 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 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 on to 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.**

#### **Annexure 1: Format for COVERING LETTER**

COVERING LETTER (To be on company letter head)

Eol Reference No:

Date :

To,

RailTel Corporation of India Ltd. Plot No.  
17, 1<sup>st</sup> Floor Floor, Shahpura Thana ,  
E-8 Extension Raghunath Nagar,  
Bhopal , MP-462039

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

## **Annexure 2: Format for Self-Certificate & Undertaking**

Self-Certificate (To be on company letter head)

Eoi Reference No:

Date:

To,

RailTel Corporation of India Ltd. Plot No.  
17, 1<sup>st</sup> Floor Floor, Shahpura Thana ,  
E-8 Extension Raghunath Nagar,  
Bhopal , MP-462039

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 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. We are hereby enclosing the arrangement of OEMs against each of the BOQ item quoted as mentioned end customer's RFP. 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 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 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 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 required.
- 9) 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 3: Undertaking for not Being Blacklisted/Debarred**

<On Company Letter Head>

To,

RailTel Corporation of India Ltd. Plot No.  
17, 1<sup>st</sup> Floor Floor, Shahpura Thana ,  
E-8 Extension Raghunath Nagar,  
Bhopal , MP-462039

Subject: **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 4: Format of Affidavit

##### FORMAT FOR AFFIDAVIT TO BE UPLOADED BY BA ALONGWITH THE EOI DOCUMENTS

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-. 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](http://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 above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE  
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-5: 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 a commercial arrangement between the Parties concerning such Information; and

(iii) restrict disclosure of such Information to those of Receiving Party's officers, directors, employees, affiliates, advisors, agents and consultants (collectively, the "**Representatives**") who the Receiving Party, in its reasonable discretion, deems need to know such Information, and are bound by the terms and conditions of (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement.

(b) The restrictions on Receiving Party's use and disclosure of Information as set forth above shall not apply to any Information that Receiving Party can demonstrate:

(i) is wholly and independently developed by Receiving Party without the use of Information of Disclosing Party;

(ii) at the time of disclosure to Receiving Party, was either (A) in the public domain, or (B) known to Receiving Party;

(iii) is approved for release by written authorization of Disclosing Party; or

(iv) is disclosed in response to a valid order of a court or other governmental body in the India or any political subdivision thereof, but only to the extent of, and for the purposes set forth in, such order; provided, however, that Receiving Party shall first and immediately notify Disclosing Party in writing of the order and permit Disclosing Party to seek an appropriate protective order.

(c) Both parties further agree to exercise the same degree of care that it exercises to protect its own Confidential Information of a like nature from unauthorised disclosure, but in no event shall a less than reasonable degree of care be exercised by either party.

## **2. Designation.**

(a) Information shall be deemed confidential and proprietary and subject to the restrictions of this Agreement if, when provided in:

(i) written or other tangible form, such Information is clearly marked as proprietary or confidential when disclosed to Receiving Party; or

(ii) oral or other intangible form, such Information is identified as confidential or proprietary at the time of disclosure.

**3. Cooperation.** Receiving Party will immediately give notice to Disclosing Party of any unauthorized use or disclosure of the Information of Disclosing Party.

**4. Ownership of Information.** All Information remains the property of Disclosing Party and no license or other rights to such Information is granted or implied hereby. Notwithstanding the foregoing, Disclosing Party understands that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Information of the Disclosing Party. Notwithstanding anything to the contrary, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop products, or have products developed for it, that, without violation of this Agreement, compete with the products or systems contemplated by Disclosing Party's Information.

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

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

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

- (i) termination of this Agreement;
- (ii) expiration of this Agreement; or
- (iii) Receiving Party's determination that it no longer has a need for such Information.

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

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

8. **Notice.**

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

- (i) by personal delivery, when delivered personally;
- (ii) by overnight courier, upon written verification of receipt; or
- (iii) by certified or registered mail with return receipt requested, upon verification of receipt.

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

**RailTel Corporation of India limited:**

Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

\_\_\_\_\_:

Attn: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone:  
Email:

**9. Term, Termination and Survivability.**

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

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

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

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

(ii) not apply to any materials or information disclosed to it thereafter.

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

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

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

**13. Settlement of Disputes:**

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

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

c) 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.

#### **14. 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.

#### **15. 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.

#### **16. 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.

#### **17. 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.

#### **18. 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.

#### 19. 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: UNPULISHED PRICE SENSITIVE INFORMATION (UPSI)

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

**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 \_\_\_\_\_

By \_\_\_\_\_

— Name:

Title:

— Name:

Title:

Witnesses:

Annexure-6: Non-Disclosure Undertaking (NDU) Format  
(On Rs. 100 Stamp Paper)

**NON DISCLOSURE UNDERTAKING**

To,

RailTel Corporation of India Ltd. Plot No.  
17, 1<sup>st</sup> Floor Floor, Shahpura Thana ,  
E-8 Extension Raghunath Nagar,  
Bhopal , MP-462039

(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 Supply, Installation , testing and commissioning of computer Lab , Interactive panel, UPS Interet Cabling ,Electrification and furniture for computer lab on turnkey basis.
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**