

## RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking)

### **EOI Notice No:**

RailTel/SR/SBC/Mktg/**CANBANK**-Eol-SDWAN Dated 21-07-2022

Expression of Interest (Eol) for **CANBANK** Tender No: GEM/2022/B/2221702 dated 31.05.2022 for “Supply, Installation, Integration and Maintenance of Software Defined – Wide Area Network (SD-WAN) Solution at 4500 locations in **CANBANK** for 5 years” as per the description and specifications enclosed herewith.

## EOI NOTICE

### RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking)  
No-6/1, 12th Main, Opp-Mount Carmel College,  
Vasanthnagar, Bangalore 560052

#### EOI Notice No: RailTel/SR/SBC/Mktg/CANBANK-Eol-SDWAN Dated 21-07-2022

RailTel Corporation of India Ltd.,(hereinafter after referred to as “RailTel”) invites EOIs from RailTel’s **Empaneled Business Associates(BA) Business Partner (BP)/ IT-ICT Business Partners** for the selection suitable partner for bidding in **CANBANK** Tender No: GEM/2022/B/2221702 dated 31.05.2022 for “Supply, Installation, Integration and Maintenance of Software Defined – Wide Area Network (SD-WAN) Solution at 4500 locations in **CANBANK** for 5 years” as per the description and specifications enclosed herewith. Hereinafter the Canara Bank Tender and its corrigendum/Addendum will be referred as “**CANBANK** Tender” and this EOI document will be referred as “EOI”.

The reference **CANBANK** Tender documents are as follows:

SN	Document Description	Document Name of CANBANK in GeM Portal	Document Type
1	Notice inviting tender	NIT-Bidding-3449781305221	NIT
2	Tender Documents	Scope of Work-1653997453	Tender Documents
3	Tender Documents	Technical Evaluation Criteria	Tender Documents
4	Tender Documents	SLA-1653993692	Tender Documents
5	Tender Documents	Payment Terms-1653993698	Tender Documents
6	Clarifications to Prebid queries	Replies to pre bid Queries286225	Additional Document
7	Corrigendum-I	Corrigendum-2221702226224	Corrigendum
8	Corrigendum-II	Corrigendum-357221	Corrigendum
9	Corrigendum-III	Corrigendum-22886224	Corrigendum
10	Corrigendum-IV	Corrigendum-22886224	Corrigendum

**Kindly Note:** All the Documents related to **CANBANK** are updated up to last update. Bidders are requested to download the above-mentioned documents from **CANBANK** e-Tendering portal <https://gem.gov.in/> vide Tender No: GEM/2022/B/2221702 dated 31.05.2022. All these documents and the documents uploaded/published up to the last date of bid submission against **CANBANK** tender be part of this EOI and bidders are required to go through the same for compliance against their scope.

The EOI is uploaded in the RailTel’s website [www.railtelindia.com](http://www.railtelindia.com). For any Amendments/Corrigendum, the bidders are requested to go through the Website from time to time.

The EOI schedule and other details are as under:

1	Availability of EOI through Website	From 13:00 Hrs. of 21-07-2022
2	Bid Submission Start Date	From 13:00 Hrs. of 21-07-2022
3	Last date for submission of Techno-Commercial offer	25-07-2022 before 11:00 Hrs to the mail id:
4	Opening of Bidder’s Techno-Commercial offer	11:30 Hrs of 25-07-2022
5	Last date for submission of financial offer	25-07-2022 before 17:00 Hrs to the mail id: <a href="mailto:rcilsbc@railtelindia.com">rcilsbc@railtelindia.com</a>
6	Opening of Bidder’s EOIs Financial Bid	17:30 Hrs of 25-07-2022
7	Earnest Money deposit.	Nil. However, Bidder need to submit BID SECURITY DECLARATION as given in the format in this Eol.

For any clarification following designated officials may be contacted:

**1<sup>st</sup> Level**

S.Krishnamurthy

Asst.General Manager/Mktg-Tech

Email: [krish@railtelindia.com](mailto:krish@railtelindia.com)

Contact: 9008095410

**2<sup>nd</sup> Level**

K.Kumar

Jt.General Manager/Bangalore

Email: [kumar@railtelindia.com](mailto:kumar@railtelindia.com)

Contact: 97176 44416.

Note:

1. The EOI response is invited from all eligible **Business Associates (BA) Business Partner (BP)/ IT-ICT Business Partners of RailTel only.**
2. All the future corrigendum/ addendum/clarification will be published on the RailTel Portal only.
3. All the documents must be submitted with proper indexing with page numbers & signed.

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## 1. Introduction about RailTel

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

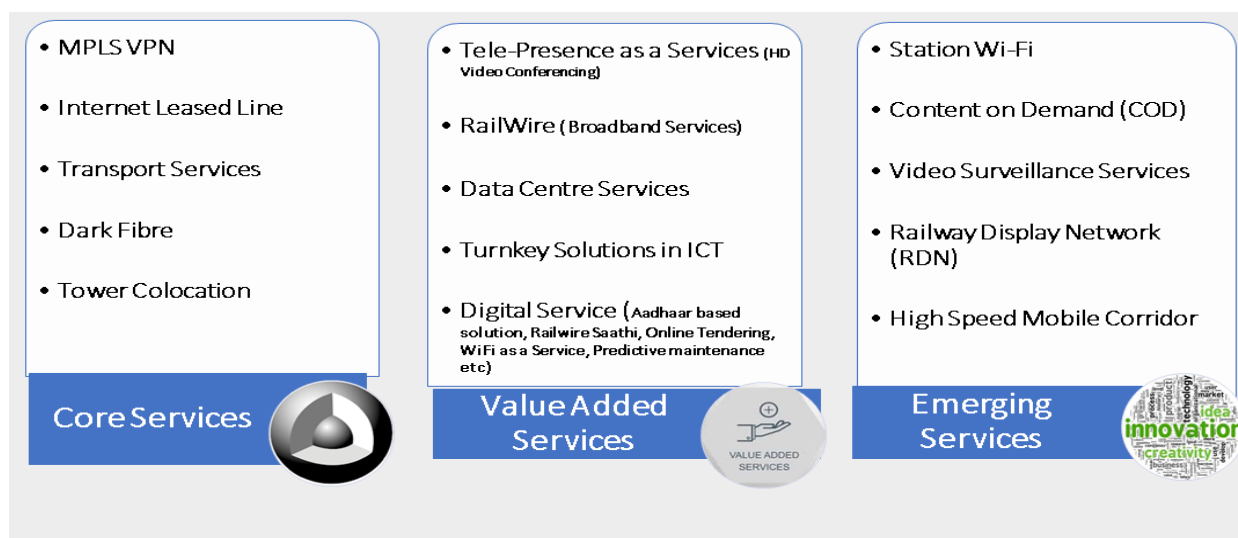
RailTel has approximately 60000 Kms of OFC along the protected Railway tracks. The transport network is built on high capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon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

### a) 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:



### b) CARRIER SERVICES

1. 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

2. Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above
3. Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
4. Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

#### c) ENTERPRISE SERVICES

1. Managed Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above
2. MPLS VPN: Layer-2 & Layer-3 VPN available for granularities from 64 Kbps to nx64 Kbps, 2 Mbps & above
3. Dedicated Internet Bandwidth: Experience the "Always ON" internet connectivity at your fingertips in granularities 2mbps to 155mbps

#### d) RETAIL SERVICES

Rail wire: Triple Play Broadband Services for the Masses. It is a pilot project undertaken by RailTel and currently services are offered out of Bangalore and nearby places.

## 2. Project Background and Objective of EOI

RailTel intends to participate in the Tender No. GEM/2022/B/2221702 dated 31.05.2022, floated by Canara Bank for - "Supply, Installation, Integration and Maintenance of Software Defined – Wide Area Network (SD-WAN) Solution at 4500 locations in **CANBANK** for 5 years" as per the description and specifications enclosed herewith."

RailTel invites EOIs from RailTel's **Empaneled Business Associates (BA) Business Partner (BP)/ IT-ICT Business Partners** for the selection suitable partner for bidding in **CANBANK** Tender No: GEM/2022/B/2221702 dated 31.05.2022 for "Supply, Installation, Integration and Maintenance of Software Defined – Wide Area Network (SD-WAN) Solution at 4500 locations in **CANBANK** for 5 years" as per the description and specifications enclosed herewith.

## 3. Scope of Work

The scope of work will be as mentioned in the **CANBANK** Tender No: GEM/2022/B/2221702 dated 31.05.2022 for "Supply, Installation, Integration and Maintenance of Software Defined – Wide Area Network (SD-WAN) Solution at 4500 locations in **CANBANK** for 5 years. This particular EOI is for following Schedule of Requirement (SOR) only.

### 3.1 Schedule of Requirement (At Annexure-I)

For detailed scope of work, may please refer to website <https://gem.gov.in/> vide Tender No: GEM/2022/B/2221702 dated 31.05.2022 including all latest Corrigendum's, Addendums & clarifications.

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

*In case of any discrepancy or ambiguity in any clause/ specification pertaining to scope of work area, the Tender released by end Customer (i.e. **CANBANK**) 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).*

## 4. Response to EOI guidelines

### 4.1 Language of Proposals

The proposal and all correspondence and documents shall be written in English.

### 4.2 RailTel's Right to Accept/Reject responses

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

### 4.3 EOI response Document

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

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

### 4.4 Period of Validity of bids and Bid Currency:

Bids shall remain valid for a period of Six Months from the date of opening of Tender No. GEM/2022/B/2221702 dated 31.05.2022 of **CANBANK**. If any extension is required by customer, then the same will be extended for further period.

### 4.5 Negotiation:

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

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

### 4.7 ATTESTATION OF ALTERATION:

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

### 4.8 The tenderer should submit the Techno-Commercial offer to the mail id: rcilsbc@railtelindia.com on or before 14:00 hrs of 16-07-2022. The offer should be complete in all aspects.

- 4.9 The Price Bid shall be submitted by all the bidders who have submitted the Techno- Commercial, to email address [rcilsbc@railtelindia.com](mailto:rcilsbc@railtelindia.com) on or before 17.00 hrs. of 17-07-2022. The bidders are advised to submit their financial offer irrespective of their status of the Techno-Commercial offer. However, RailTel will consider the financial bids of the firms who have qualified in the Techno-Commercial offer.
- 4.10 The bidder should submit along with all the applicable documents as per the EOI
- 4.11 Information to Bidder
- 4.12 Guidelines for preparations of response to this EOI - Bidder are requested to follow the below guidelines while preparing the response to EOI.
- The price bid should be in format provided in the Annexure-I, any bid not found responsive to the details mentioned in this document may be rejected.
  - The bidder is requested to review the response before submission as the submitted responses shall be considered final and revisions may not be permitted unless there are genuine reasons for such revisions.
  - Bidder should download the document and sign each page & fill the bid sheet (Annexure-I ) attach all documents as required for this EOI document and submit the complete bid as explained in the EOI document. Late and delayed response to this EOI shall not be considered.
- 4.13 Bid Earnest Money (EMD): Exempted. In line with **CANBANK** Tender, EMD for this EOI has been waived off against requirement of submission of Bid Security Declaration in lieu of EMD. All bidders must submit Bid Security Declaration as per format attached as 'Annexure-III' in favor of RailTel. All the conditions for Bid Security Declaration as defined in **CANBANK** tender will be applicable in this EOI also on back-to-back basis.
- 4.14 Security Deposit / Performance Bank Guarantee (PBG) as per **CANBANK** Tender No. GEM/2022/B/2221702 dated 31.05.2022.
- 4.14.1 The selected Partner shall have to submit a Bank Guarantee against Security Deposit in proportion to the ordered value to RailTel as back-to-back arrangements for the Bid. The rate and value of SD/PBG shall be as per Tender No. GEM/2022/B/2221702 dated 31.05.2022 of **CANBANK**.
- 4.14.2 In the case the bid is successful the PBG also will have to be submitted to RailTel on back-to-back basis.
- 4.14.3 In case work share arrangements are mutually agreed between RailTel and **Managed Services Partner** then the PBG will be proportionately decided.
- 4.15 Last date & time for Submission of EOI response  
EOI response should be submitted to RailTel as explained in the EOI document. The bids submitted after the specified date and time mentioned in the EOI will be summarily rejected.
- 4.16 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 bidder shall be allowed to withdraw the response after the last date and time for submission.

The successful bidder will not be allowed to withdraw or back out from the response commitments. In case of withdrawal or back out by the successful bidder, the Earnest Money Deposit shall be forfeited, and all interests/claims of such **Managed Services Partner** shall be deemed as foreclosed. In addition, if selected partner withdraws its offer, then the **Managed Services Partner** may be blacklisted.

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

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

#### 4.18 Clarification of EOI Response

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

#### 4.19 Period of Association/Validity of Agreement

RailTel may enter into a pre-bid agreement with selected partner with detailed back-to-back Terms and conditions for respective selected portion of scope in each of the packages prior to submission of RailTel bid against **CANBANK** Tender No. GEM/2022/B/2221702 dated 31.05.2022.

### 5. Eligibility Criteria for Partners:

The bidders must comply with the following conditions for their eligibility in the participation for the EOI. Submit necessary declarations/certifications as per Tender Terms and Conditions:

Sl. No.	Parameter	Eligibility Criteria	Supporting Documents to be Submitted	Compliance (Y/N)
A)	<b>Association with RailTel</b>	The Bidder Should be RailTel's Empaneled <b>Business Associates (BA) Business Partner (BP)/ IT-ICT Business Partners</b> with validity of association at least upto the last date of submission of this bid. This is the primary and mandatory eligibility criteria; however, the bidder is also required to meet other eligibility criteria of this EOI.	Copy of LOI/Agreement.	
B)	<b>Financial Conditions</b>			
i)	Company Registration	Should be registered under Companies Act, 1956 or	1. Certificate of Incorporation 2. GST Registration	

Sl. No.	Parameter	Eligibility Criteria	Supporting Documents to be Submitted	Compliance (Y/N)
		Companies Act 2013 or as amended and should have at least 3 years of operations in India as on bid submission date.	3. PAN Card	
ii)	Cumulative Turnover	Should have a cumulative annual turnover Rs.60,00,00,000/- for the last three years (FY 2018-19, FY 2019-20, and FY 20-21) from ICT/IT/Telecom/EPC Projects.	Turnover Certificate-Certificate issued by the Statutory Auditors along with copy of the CA audited financial statements for the last three financial years (FY 2018-19, FY 2019-20, and FY 20-21) to be submitted.	
iii)	Positive Net worth	Bidder should also have a positive net worth in the last 3 financial years (FY 2018-19, FY 2019-20, and FY 20-21)	Positive Net Worth Certificate issued by the Statutory Auditors partner along with copy of the CA audited financial statements for the last three financial years (FY 2018-19, FY 2019-20, and FY 20-21)	
<b>C)</b>	<b>Technical Conditions</b>			
<b>(i)</b>		<p>For composite works (e.g. works involving more than one distinct component, tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:</p> <p>One similar work costing not less than the amount equal to 15% of advertised value of tender.</p> <p>Note: This EOI is floated for SDWAN Solutions with a total value of Rs. 40,00,00,000/-. The Similar nature of work is as below "Supply, Installation, Integration and Maintenance of Software Defined – Wide Area Network (SD-WAN) Solution</p>	To this extent necessary PO copies/agreement copies and completion certificates. The information should also be submitted in the Annexure-XI	
<b>(i)</b>	<b>MAF</b>	The bidder needs to submit the documents required under MAF from the respective OEMs (edge device solution for hardware and software) as part of the solution mentioning Back-to-Back arrangement, TAC support, End of Support.	<p>MAF as per the Tender Document of <b>CANBANK</b> Tender No. GEM/2022/B/ 2221702 dated 31.05.2022 the tender document. The bidder is required to submit two number of MAFs as mentioned below:</p> <p>(i) The first MAF is required to be addressed to RailTel referring this subject EOI in favour of Bidder.</p> <p>(ii) The Second MAF is required to be addressed to</p>	

Sl. No.	Parameter	Eligibility Criteria	Supporting Documents to be Submitted	Compliance (Y/N)
			<b>CANBANK</b> referring <b>CANBANK</b> tender and in favour of RailTel.	
(ii)	<b>PPLC - Purchase Preference Policy (linked with Local Content)</b>	Only Class- I local supplier shall be eligible to bid for the Tender. Bidder shall comply with the clauses as per the Tender Document and the bidder must submit the compliance certificate for the same as per the format given in the Tender Document	Need to comply with CANBANK tender requirements, if any.	
<b>D)</b>	<b>Annexures</b>			
(i)	<b>Annexure-IV</b>	Covering Letter	Duly filled and signed by the authorized signatory	
(ii)	<b>Annexure -V</b>	The Bidder should agree to abide by all the technical/commercial/ financial, conditions of the <b>CANBANK</b> Tender No. GEM/2022/B/2221702 dated 31.05.2022 Pertaining to the portion against which the bidder has quoted in this EOI. Bidder is also required to abide by all technical/ commercial/ financial condition of this EOI.	Self-certification duly signed by authorized signatory on company letter head.	
(iii)	<b>Annexure- VI</b>	<b>Undertaking for not Being Blacklisted/Debarred.</b> The Bidder should not have been blacklisted/debarred by any Governmental/Non-Governmental Organization in India as on bid submission date.	An undertaking signed by the Authorized Signatory of the company to be provided on Non – judicial stamp paper of INR 100/- and document duly attested by notary public. For The Bidder should not have been blacklisted/debarred by any Governmental/Non-Governmental Organization in India as on bid submission date.	
(iv)		The partner should comply with all OEM compliances and documentation required end to end as per <b>CANBANK</b> Tender No. GEM/2022/B/2221702 dated 31.05.2022 requirements.	The partner should comply with all OEM compliances and documentation required end to end as per <b>CANBANK</b> Tender No. GEM/2022/B/2221702 dated 31.05.2022 requirements.	
(v)		The partner needs to submit the arrangement of OEMs against each of the BOQ item quoted as mentioned <b>in this EOI</b> .	The partner needs to submit the arrangement of OEMs against each of the BOQ item quoted as mentioned <b>in this EOI</b> .	
(vi)	<b>Annexure -VII</b>	Undertaking duly signed by authorized signatory on company letter head, that they will setup a	Undertaking duly signed by authorized signatory on company letter head, that they	

Sl. No.	Parameter	Eligibility Criteria	Supporting Documents to be Submitted	Compliance (Y/N)
		local office in India within 1 month from the date of execution of the contract, if awarded by RailTel after being successful in <b>CANBANK</b> Tender No: GEM/2022/B/2221702 dated 31.05.2022	will setup a local office in India within 1 month from the date of execution of the contract, if awarded by RailTel after being successful in <b>CANBANK</b> Tender No: GEM/2022/B/ 2221702 dated 31.05.2022	
(vii)	<b>Annexure-VIII</b>	Comply with PMA order 2017, guidelines notified by DPIIT and DoT and to submit Affidavit of Self Certificate signed by authorised signatory as per the format provided as per Annexure-VIII	Comply with PMA order 2017, guidelines notified by DPIIT and DoT and to submit Affidavit of Self Certificate signed by authorised signatory as per the format provided as per Annexure-VIII	
(viii)	<b>Annexure-IX</b>	Self-certification duly signed by authorized signatory on company letter head that they will sign MOU/Agreement, Non-Disclosure Agreement on a non-judicial stamp paper of Rs. 100/- in the prescribed Format. The selected bidder shall have to sign MOU/ agreement, Pre-Contract Integrity Pact & non-disclosure agreements with RailTel.	Self-certification duly signed by authorized signatory on company letter head that they will sign MOU/Agreement, Non-Disclosure Agreement on a non-judicial stamp paper of Rs. 100/- in the prescribed Format. The selected bidder shall have to sign MOU/ agreement, Pre-Contract Integrity Pact & non-disclosure agreements with RailTel.	
(ix)	<b>Annexure- X</b>	Integrity Pact	Bidder of Indian origin shall submit the Integrity Pact (in 2 copies) on a non-judicial stamp paper of Rs. 100/- duly signed by the person signing the bid.	
	<b>Annexure- XI</b>	Past Performance details	Past Performance details	
(x)	Power of Attorney	Power of Attorney/Board Resolution in favour of one of its employees who will sign the Bid Documents (also digitally).	Power of Attorney/Board Resolution in favour of one of its employees who will sign the Bid Documents (also digitally).	

A Copy of Purchase/ Work Order & its Commissioning Certificate issued by Work Awarding Organization is to be submitted with EOI. Also, contact Details of concerned person i.e., Name / Designation / Contact Number/ Official Email ID, of the Work Awarding Organization needs to be mentioned.

For On-going projects, proof of satisfactory laying/ part completion certificate for the desired quantity issued & signed by the competent authority of the client entity along with the supporting documents such as work order/purchase order clearly highlighting the scope of work, bill of material and value of the contract/ order.

## 6. Bidder's profile

The bidder shall provide the information in the below table:

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

**7. Schedule of Rates (SOR):** The bidder should quote as per the enclosed Annexure- I

#### **8. Evaluation Criteria :**

- 8.1 The **Managed Services Partner** who fulfills the Eligibility criteria shall be further evaluated against the criteria mentioned in Annexure- II as applicable.
- 8.2 RailTel reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants.
- 8.3 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.

#### **9 Payment terms**

- 9.1 All payments shall be paid on back-to-back basis. RailTel shall make payment to selected Managed Services Partner after receiving payment from Customer as per the Payment terms defined in the **CANBANK** tender. In case of any penalty or deduction made by customer, same shall be passed on to partner if attributed to the managed services Partner's portion of Scope.
- 9.2 For payment terms of **CANBANK**, bidders are advised to go the respective section of **CANBANK** Tender No. GEM/2022/B/2221702 dated 31.05.2022 and all its associated corrigendum/ addendum/clarifications.

#### **10 Service Level Agreement**

The selected bidder will be required to adhere to the SLA matrix as defined in the **CANBANK** Tender No. GEM/2022/B/2221702 dated 31.05.2022 for his scope of work and the SLA breach penalty will be applicable proportionately on the selected bidder, as specified in the Tender. The SLA scoring and penalty deduction mechanism for in-scope of work area shall be followed as specified in the **CANBANK** Tender. Refer to for payment terms of **CANBANK**, bidders are advised to go the respective section of **CANBANK** Tender No. GEM/2022/B/2221702 dated 31.05.2022 and all its associated corrigendum/ addendum/clarifications. 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.

## 11 Roles and Responsibility of the BA/SI Partner

The BA/SI will be responsible for the work of “Supply, Installation, Integration and Maintenance of Software Defined – Wide Area Network (SD-WAN) Solution at 4500 locations in Canbank for 5 years. **CANBANK** Tender No. GEM/2022/B/2221702 dated 31.05.2022 and Corrigenda. The BA/SI should tightly integrate with OEM’s solution providers and will provide manpower resources of this work. BA/SI should have sufficient backup support required for liasoning, meetings, coordination to meet the timelines of the project and its successful completion. The BA/SI shall nominate technical SPOC and account manager for this project.

The BA/SI should thoroughly study the RFP and Corrigendum floated by **CANBANK** for compliance (enclosed).

A. Documentation: BA/SI shall prepare High Level Design doc (HLD) and Low-Level Design doc (LLD) as part of implementation of the project under EoI.

Bidder shall be responsible for all the documentation/ reports required at various stages of project during the currency of the project.

B. Compliances: BA/SI shall be responsible for all the regulatory compliances related to fulfilment of delivery of this project under this EoI during its currency.

Above requirements are only indicative in nature and are only guidance of the bidder to assess the quantum of work. The BA/SI is required to apply their expertise to fulfil the required objective. In case of any discrepancy/typo-graphical error mentioned in this EoI then the conditions/specifications mentioned in the RFP & Corrigendum floated by **CANBANK**, will prevail.

C. Governance Framework:

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

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

## 12. Arbitration

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



CMD, RailTel Corporation of India Limited. The place of arbitration shall be New Delhi and the language used shall be English

### **13. Force Majeure Clause**

If at any time, during the continuance of this contract, the performance, in whole or part, by either party, of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, Civil Commotion, Sabotage, Fires, Floods, Earthquakes, explosions, strikes, epidemics, quarantine restrictions, lockouts, any statute, statutory rules/regulations, order of requisitions issued by any Government Department or Competent Authority of acts of God (here-in-after referred to as event) then provided notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this Contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance, and the obligations under the Contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, PROVIDED FURTHER that if the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event beyond a period as mutually agreed to by the RailTel and the Contractor or after any event or 60 days in the absence of such an agreement which ever is more, either party may at its option terminate the Contract provided also that if the contract is so terminated under this clause the RailTel may at the time of such termination take over from the Contractor at prices as provided for in the contract, all works executed or works under execution.

### **14. Integrity pact:**

a) RailTel (RCIL) has adopted Integrity Pact Program and for implementation thereof all tenders relating to procurement of OFC, quad cable, prefab shelters, electronic equipment's, and its installation and/or commissioning etc. and other item(s) or activity/activities proposed to be carried out or required by the Company for the value exceeding Rs. 15 crores at a time including for repair and maintenance of cable/network and any other items required for special works assigned to RailTel (RCIL) will be covered under the Integrity Pact Program and the vendors are required to sign the IP document and submit the same to RailTel (RCIL) before or along with the bids.

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

Name of IEMs and contact details:

- i) Smt. Vijaya Kanth, IRAS (Retd), Add: Sterling Manor, Flat F, No. 5/6, Flat F, Sterling Manor, 3rd Cross Street, Sterling Road, Nungambakkam, Chennai-600034.  
E-Mail: [vkanthmrl2003@yahoo.com](mailto:vkanthmrl2003@yahoo.com), M.No. +91-9445868314
- ii) Shri. Vinayaka Rao Turaga, IOFS (Retd), Add: TURAGA House, Anne Baburao Colony, Penamaluru Vijayawada, Andhra Pradesh-521139.  
E-Mail: [tvrao56@gmail.com](mailto:tvrao56@gmail.com), M.No. +91-9007723424

c) If the order, with total value equal to or more than the threshold value, is split to more than one vendor and even if the value of PO placed on any/each vendor(s) is less than the threshold value, IP document having been signed by the vendors at bid stage itself, the Pact shall continue to be applicable.

d) **Bidder of Indian origin shall submit the Integrity Pact (in 2 copies) on a non-judicial stamp paper of Rs. 100/- duly signed by the person signing the bid.** If the bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.

e) Bidder of foreign origin may submit the Integrity Pact on its company's letterhead, duly signed by the person signing the bid.

f) The 'Integrity Pact' shall be submitted by the Bidder duly signed in all pages along with the Bid in a separate envelope, duly superscripted with 'Integrity Pact'. Tender received without signed copy of the Integrity Pact document will be liable to be rejected. Proforma for signing the Integrity Pact is available in Chapter-6 of this tender document (Form No. 6).

g) One copy of the Integrity Pact shall be retained by RailTel (RCIL) and the 2nd copy will be issued to the representative of the bidders during bid opening. If the Bidders representative is not present during the Bid opening, the 2nd copy shall be sent to the bidder by post/courier.

h) The Integrity Pact is applicable in this tender vide CVC circular no. 10/05/09 dt.18.05.09 and revised guideline of CVC circular no. 015/VGL/091 dt. 13.01.17 or the latest updated from time to time shall be followed.

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



## **Annexure – I : Schedule of Requirement**

“Supply, Installation, Integration and Maintenance of Software Defined – Wide Area Network (SD-WAN) Solution at 4500 locations in Canbank for 5 years as mandated in the **CANBANK** tender.

For detailed scope of work, may please refer to website <https://gem.gov.in/> vide Tender No: GEM/2022/B/2221702 dated 31.05.2022 including all latest Corrigendum's, Addendums & clarifications.

## Annexure- II : Evaluation Process

- (i) All the bidders who fulfil the minimum eligibility conditions of this EOI shall be further evaluated on the price quoted and the selection of partner will be done on L1 (Lowest bid) basis.
- (ii) The evaluation shall be inclusive of quoted GST rates and bidder will be under obligation for quoting/charging correct rate of tax as prescribed under the respective Tax Laws. “GST rates as applicable, Vendor should furnish break up of GST rate” for items
- (iii) The bidders are required to quote as per the BoQ attached in the tender and upload the same.
- (iv) Blank or omitted items will be considered ‘Nil’ and treated as having Zero value. However, bidder is bound to provide all items as per the BoQ as per the terms and conditions of this EOI and **CANBANK** tender, without any extra cost to RailTel.
- (v) In the annexure – I the bidders are requested to quote above/below/ at par for the percentages for each of the line item. The offer will be considered for all the line items put together as a whole and not as per the individual item wise.
- (vi) Rates quoted against each schedule in above should be inclusive of basic rate, including GST, Freight, Insurance, all taxes and any other charges or cost quoted by the tenderer.
- (vii) The engineer – in – charge can change i.e. add or delete or modify the location/ station/ Quantity/ materials as per the Railway requirement during the execution of the work. Detailed Technical specification are given in the Tender document.
- (viii) The bidders are required to meet all eligibility criteria mentioned in this tender document and financial bids of eligible bidders will be opened.
- (ix) Non- conformities between Figures and Words - If there is a discrepancy between words and figures, the amount in words shall be prevail.
- (x) Priority, if any, for selection of Managed Service partner will be provided as per RailTel’s Business Associates policy and Agreed terms of Empanelment LOI/Agreement.

**Annexure-III : Bid Security Form**

***(To be submitted on the Firm Letter Head)***

**BID SECURITY (EMD) DECLARATION**

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

**Signature of the Bidder and stamp**

## Annexure IV: Format for COVERING LETTER

*(To be submitted on the Firm Letter Head)*

Eol Reference No:

Date:

To,

**RailTel Corporation of India Ltd.**

No-6/1, 12th Main, Opp-Mount Carmel College,  
Vasanthnagar, Bangalore 560052

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 V : Format for Self-Certificate & Undertaking

Self-Certificate (To be on company letter head)

Eol Reference No:

Date:

To,

**RailTel Corporation of India Ltd.**

No-6/1, 12th Main, Opp-Mount Carmel College,  
Vasanthnagar, Bangalore 560052

Dear Sir,

### Sub: Self Certificate for Tender, Technical & other compliances

- 1) Having examined the various Technical specifications in the EOI, we hereby confirm that we meet all specification.
- 2) We \_\_\_\_\_ agree to abide by all the technical, commercial & financial conditions of the **CANBANK** Tender No. GEM/2022/B/2221702 dated 31.05.2022 pertaining to the portion against which the we have quoted in this EOI on back-to-back basis. We understand and agree that RailTel shall release the payment to selected partner after the receipt of corresponding payment from end client **CANBANK** by RailTel. Further we understand that in case selected partner fails to execute assigned portion of work, then the same shall be executed by RailTel through third party or departmentally at the risk and cost of selected partner.
- 3) We agree to abide by all the technical, commercial & financial conditions of the **CANBANK** Tender No. GEM/2022/B/2221702 dated 31.05.2022 pertaining to the portion against which the bidder has quoted in this EOI on back-to-back basis.
- 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 **CANBANK** Tender No. GEM/2022/B/2221702 dated 31.05.2022 pertaining to the portion against which the bidder has quoted in this EOI . We are hereby enclosing the arrangement of OEMs against each of the BOQ item quoted as mentioned **CANBANK** Tender No. GEM/2022/B/2221702 dated 31.05.2022 pertaining to the portion against which the bidder has quoted in this EOI .
- 5) We hereby undertake to work with RailTel as per **CANBANK** tender terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Eligibility Criteria as required in the **CANBANK** terms and conditions like technical certificates, OEM compliance documents.

Authorized Signatory  
Name & Designation

**Annexure-VI: For Undertaking for not Being Blacklisted/Debarred**

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

**Undertaking for not Being Blacklisted/Debarred**

To,

**RailTel Corporation of India Ltd.**

No-6/1, 12th Main, Opp-Mount Carmel College,  
Vasanthnagar, Bangalore 560052

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 as on bid submission date.

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Bidder's Company Seal

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

<To be printed on the company letter head>

To,

**RailTel Corporation of India Ltd.**

No-6/1, 12th Main, Opp-Mount Carmel College,  
Vasanthnagar, Bangalore 560052

Dear Sir,

Sub: Declaration for setting up a local office in ABCDEFXX

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

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

Thanking you,  
Yours faithfully,

Sign of Authorized Signatory

Name and Designation of Authorized  
Signatory

Company Seal

Place:  
Date:

**Annexure-VIII : Format for Self-Certification regarding Local Content (LC)  
for Telecom Product, Services or Works**

<To be printed on the company letter head>

Dt :

I -----S/o -----Resident of -----do hereby solemnly  
affirm and declare as under:

That I agree to abide by the terms and conditions of the Department of Promotion of Industry and Internal Trade (DPIIT), Government of India issued vide Notification No: P-45021/2/2017-PP (BE-II) dated 16-09-2020.

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the Department of Promotion of Industry and Internal Trade (DPIIT), Government of India for the purpose of assessing the LC.

That in the event of the LC of the Telecom Product/Services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Department of Promotion of Industry and Internal Trade (DPIIT), Government of India and I will be liable as under clause 9 (f) of **Public Procurement (Preference to Make in India) Order 2020**.

I agree to maintain all information regarding my claim for LC in the Company's record and shall make this available for verification to any statutory authorities for minimum two years

1. Name and details of the Local supplier (Registered Office, Manufacturing unit location, nature of legal entity):
2. Date on which this certificate is issued:
3. Telecom Product/Services/Works for which the certificate is produced:
4. Procuring agency to whom the certificate is furnished:
5. Percentage of LC claimed:
6. Name and contact details of the unit of the manufacturer:
7. Total Bill of Material:

For and on behalf of -----(Name of the firm/entity)

Authorized signatory to be duly signed by Board of directors

Name Designation and Contact Number of the bidder



### Annexure-VIII: Self Certification on PMA

(Format for Affidavit of Self Certificate regarding Domestic Value Addition in quoted items on INR 100/- Stamp Paper.)

Date:

I S/o,D/o,W/o \_\_\_\_\_ resident of do hereby solemnly affirm and declare as under.

That I will agree to abide by the terms and conditions of the policy of the Government of India issued vide File No. 33(3)/2013-IPHW dated 23rd December 2013, 33(3)/2013-IPHW dated 16th November 2015, DoT letter dated 5th October 2012, No. P-45021/2/2017-B. E-II Dated 15<sup>th</sup> June 2017, No. P- 45021/2/2017-PP(BE-II) dated 28th May 2018, No.18-10/2017-IP dated 29th August 2018, Policy no. is P-45021/2/2017-PP (BE-II) dated 29th May 2019, No. 18-04/2019-IP 19<sup>th</sup> February 2020, **No. P-45021/2/2017-PP(BE-II) dated 4th June 2020** and any order issued time to time with regard PMA order should be adhered.

That the information furnished hereinafter are correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring agency or any authority so nominated by the Ministry of Electronics and Information Technology, Government of India for the purpose of assessing domestic value addition.

That the domestic value addition for all inputs which constitute the quoted item(s) has been verified by me and I am responsible for the correctness of the claims made therein.

That in event of the domestic value addition of the quoted product is found to be in correct and not meeting the prescribed domestic value addition norms, based on assessment of an authority so nominated by the Department of Telecommunications, Government of India for the purpose of assessing domestic value addition. I will be disqualified from any Government Tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all the conditions referred to in the notification issued vide File No.33(3)/2013-IPHW dated 23rd December 2013, 33(3)/2013-IPHW dated 16th November 2015, DoT letter dated 5th October 2012, No.P-45021/2/2017-B.E-II Dated 15<sup>th</sup> June 2017, No. P-45021/2/2017-PP(BE-II) dated 28th May 2018, No.18-10/2017-IP dated 29th August 2018, Policy no. is P-45021/2/2017-PP (BE-II) dated 29th May 2019, No. 18-04/2019-IP 19<sup>th</sup> February 2020, No. P-45021/2/2017-PP(BE-II) dated 4th June 2020 and any order issued time to time with regard PMA order, wherein preference to domestically manufactured electronic products in Government procurement is provided and that the procuring agency is hereby authorized to forfeit and adjust my EMD and other security amount toward such assessment cost and I undertake the balance, if any forth with.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available to any statutory authorities.

1. Name and details of domestic Manufacturer (Registered office, Manufacturing unit location, nature of legal entity)
2. Date on which this certificate issued

3. Electronic Product for which the certificate is produced
4. Procuring agency to whom the certificate is furnished
5. Percentage of domestic value addition claimed
6. Name and contact details of the unit of the manufacturer
7. Sale price of the product
8. Ex-factory price of the product
9. Freight, insurance, and handling
10. Total Bill of Material
11. List and total cost value of inputs used for manufacture of the domestic product
12. List and total cost value of inputs which are domestically sourced. Please attach the certificate from supplier if the input is not in-house
13. List and total cost value of inputs imported, directly or indirectly.

For and on behalf of (Name of firm/entity)

**Authorized Signatory (To be duly authorized by Board of Directors)**

**Name**

**Designation**

**Contact No.**

Annexure-IX: **Non-Disclosure Agreement (NDA) Format****CONFIDENTIAL AND MUTUAL NON- DISCLOSURE AGREEMENT**

**THIS AGREEMENT MADE ON THIS \_\_\_\_ DAY OF \_\_\_\_, 2020 AT**

**BETWEEN**

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

**AND**

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

**WHEREAS**

- A. Company is poised to provide \_\_\_\_\_ services to \_\_\_\_\_ for \_\_\_\_\_ project.
- B. RAILTEL is a Public Sector Undertaking (PSU under the Ministry of Railways), setup inter alia to exploit Indian Railway's large telecom infrastructure.
- C. COMPANY and RAILTEL are working-out/ negotiating a possible commercial and strategic business relationship (hereinafter Purpose).
- D. During the course of the above negotiations RAILTEL and COMPANY (including their affiliates may in conjunction with the purpose and for their mutual benefit, disclose to each other certain information being proprietary and/or of confidential nature, and/or RAILTEL and COMPANY may receive and share or be grant access by the other to such confidential and/or proprietary information which is considered trade secret, proprietary, confidential and/ or sensitive.
- E. The parties and its affiliates wish to ensure the protection and secrecy of their respective confidential information which may be disclosed, received or granted access to by the other party and wish to reduce to writing, their agreement in this respect.

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

1) Definition

For the purpose of this agreement, the term 'Confidential Information' shall mean and include any information or data of a scientific, technical, commercial or financial nature disclosed by the Disclosing party to the Receiving Party or which is obtained by a party from the other whether in writing, pictorially, in machine readable form, on disc, mail or orally, or by any other means/ modes of disclosure and including without limitation any information contained in any written or printed document, hardware, firmware and software, information related to technology and business activities (including, but not limited to, communication systems, telecommunication, business outlooks, revenue, pricing, trade secrets), computer programs, software (including, without limitations, code, software output, screen displays, file hierarchies and user interfaces), formulas, data, inventions, techniques, technology, know-how, processes, ideas, (whether patentable or not), schematics, specifications, drawings, product designs, product plants, programming, services, strategies, third party confidential information, and corporate and personnel statistics, customer lists (potential or actual) and other customer-related information, supplier information, sales statistics, market intelligence, marketing, business working, operations, parent, subsidiaries, affiliates and other business strategies and other commercial information of a confidential nature.

(a) The party disclosing the Confidential Information is referred herein to as "Disclosing Party" and the party to which such Confidential Information is disclosed is referred to herein as "Recipient Party".

(b) "Affiliate" of the Party shall mean the Company or other person who or which is either controlled by the respective Party or who controls the respective Party or who or which is controlled by same person/ entity who controls the respective Party, either by way of significant shareholding, voting rights or technical collaboration whether directly or indirectly through its affiliate.

2) Neither party shall be required to disclose any particular information (including but not limited to Confidential Information) to the other and disclosure of any such information shall be entirely voluntary and at the sole discretion of the parties and to the extent deemed necessary by it and is not intended to, and shall not, create any contractual or other relationship or obligation of any kind beyond the terms of this Agreement nor any provision or disclosure of information (including but not limited to Confidential Information) as contemplated hereunder, shall be construed as creating, conveying, transferring by one party on the other any rights, license or authority in or to the information provided. The parties hereto shall use the Confidential Information only for the limited purpose of exploring/ finalizing the possible business relationship between the parties hereto and for no other purpose whatsoever.

3) Both the parties acknowledge and understand that any exchange of confidential Information of any nature shall not commit or bind the other to enter into a contract or

otherwise and that neither party shall rely on any information provided by the other as a commitment or an inducement to act or not to act in any given manner. Further neither party shall be liable to the other in any manner whatsoever for any decisions, obligation, costs or expenses incurred, changes in business practices, plans, organization, products, services or otherwise of the other, as a result of this Agreement or any exchange of Confidential Information hereunder.

- 4) Both the Parties agrees and undertake to regard and preserve as Confidential Information provided by each to the other or which may be disclosed, received or granted access to by either party or come to the knowledge of either party in any manner in connection with the negotiations for the possible business relationship.
- 5) (a) In maintaining the Confidential Information hereunder both parties agree that they shall not, without first obtaining the written consent of the other, disclose or make available to any person, firm or enterprise, reproduce or transmit, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except that either party may disclose any Confidential Information to its Directors, officers, employees, or advisors on a "need to know" basis to enable them to evaluate such "Confidential Information" in connection with the negotiation for the possible business relationship between the Parties hereto.

(b) Both parties shall ensure that the said employee(s) and / or the said person(s) shall maintain confidentiality with regard to the disclosed Confidential Information, if any, and shall issue two suitable instructions and/or get two suitable written undertakings or agreements executed to binds its employees and/or the said person(s) to the same obligations of confidence and safeguarding as the parties hereto and to adhere to the confidentiality/ non-disclosure terms contained in this Agreement.

(c) Save and except for the purposes mentioned in clause (a) above both parties further agree that neither party will part with/ disclose any "Confidential Information" received by it to any other person directly or indirectly nor make copy(s) or reproduce in any way (including without limitation store in any computer or electronic system any written material/ documents containing "Confidential Information" and such written material/ documents will be retained under strict confidentiality by the receiving party.

(d) Both parties further agree that the confidential information which may pertain to or touch upon any regulatory aspects and/or dealings of either party with any statutory / government/ related agencies/ bodies, whether the said information is received verbally or in writing, will not be disclosed in any manner, either directly or indirectly, to any other persons except to its Directors, employees or advisors on a strictly 'need to know' basis.

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

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

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

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

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

- 7) Both parties further agree and undertake not to disclose the information marked "Confidential Information" of the other to their agents or contractors without prior written approval from the other and without having first obtained from each agent or contractor a separate written agreement or undertaking binding them to the same obligations of confidence and safeguarding.
- 8) The parties further recognize that it may be necessary or appropriate for COMPANY to disclose Confidential Information to other Group Companies not named herein. For this purpose, COMPANY guarantees the observance and proper performance of other Group Company to whom Confidential Information is disclosed as above, of the terms and conditions of this agreement.

- 9) Both parties further agree to indemnify and keep indemnified each other against all actual loss and damage which the Disclosing Party may suffer because of any breach of this agreement by the Recipient Party of the Confidential Information. Always provided that
- a. the Disclosing Party shall forthwith give written notice to the recipient Party of the loss and damage; and
  - b. the Recipient Party shall be furnished with satisfactory documentary evidence of such actual loss and damage.

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

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

- 11) Both parties acknowledge that the confidential information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties which afford them certain competitive and strategic advantage. Accordingly neither party will use the confidential information or strategies, plans, business activities, methods, process, information, and /or competitive and strategic advantage to the other.
12. Each party understands that the other party may currently or in the future be developing information internally, or receiving information from third parties that may be similar to the "confidential Information" Accordingly, nothing in this agreement will be construed as a representation or inference that either party will not develop products, or have products developed for it, or enter into joint ventures, alliances, or licensing arrangements that, without violation of this agreement, compete with the products or systems embodying the "confidential Information".
13. Except as specifically provided herein, disclosure of confidential information by either party pursuant hereto shall not be deemed to grant to the Recipient party, any rights, interest or property in such confidential information and accordingly both parties



agree that they will not directly or indirectly claim or submit any application for grant of any patent, copyright, design right or other intellectual property Rights in, to or on the basis of the confidential information.

14. The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly notwithstanding anything contained in clause 18 hereof, the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach : provided , however, no specification in this confidentiality Agreement of a specific legal or equitable remedy shall be construed as a waiver or prohibition of any other legal or remedies in the event of a breach or threatened breach of this Agreement and the remedies specified herein shall be in addition to all other reliefs and remedies available to the parties under prevailing laws.
15. No failure or delay be either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement of any right, remedy or power preclude any single or partial exercise or enforcement thereof or the exercise or enforcement of any of any other right, remedy or power.
16. Each Party acknowledges that the other Party makes no representation or warranty as to the accuracy or completeness of any of the Information furnished by or on its behalf. Only those representations and warranties which are made in a final definitive agreement relating to the purpose of the disclosure of the Information will have legal effect.

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

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

The parties acknowledge that:

- (a) such Confidential Information as is disclosed by the Disclosing party under this Agreement is accepted by the Receiving Party it at its own risk; and
- (b) it releases the Disclosing party from all claims, actions, and suits in relation to such Confidential Information (including its use under this Agreement).



17. This agreement will be governed by the laws of India and jurisdiction shall be exclusively vested in the courts at New Delhi, India only.
18. If any matter arises between the parties about this agreement, then the parties shall meet to discuss the matter and shall negotiate in good faith to endeavour to resolve the matter arising the matter, however.
  - a. If any matter arising has not been resolved by the parties within thirty (30) days after the date the party raising the matter gave notice of it to the other party: then
  - b. the matter shall be submitted by either party to Arbitration. Arbitration shall be held in New Delhi, India. The arbitration shall be conducted as per the provisions of Indian Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof.
  - c. Each party to the dispute shall appoint one Arbitrator each and the two Arbitrators shall appoint the third or the presiding Arbitrator. The arbitration proceedings shall be conducted in the English language. The courts of law at New Delhi, India alone shall have the jurisdiction. The arbitration award shall be final and binding upon the parties and judgement may be entered thereon, upon the application of either party to a court having jurisdiction.
  - d. Each party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the parties unless the award otherwise provides.
19. This agreement shall not be assignable or transferable by either party without the written consent of the other party.
20. No license to a Party hereto, under any trademark, patent, copyright or any other intellectual property right, is either granted or implied by the conveying of Information to such party.
21. This agreement shall remain valid for a period of 3 (three) years from the date of execution of this Agreement which term may be extended by mutual consent in writing of both the parties. This agreement may be terminated by either party by giving 30 (thirty) days' notices in writing to the other party without assigning any reason whatsoever. However, the obligations of each party hereunder shall survive the termination or earlier determination or expiry of this Agreement and shall continue and be binding upon the parties irrespective of whether the discussion between the parties materialize into a specific understanding/business relationship or not for a further period of 5 (five) years after termination / expiry of the Agreement.
22. All notices required by this Agreement shall be in writing, and shall be personally delivered, sent by registered post or by commercial courier, addressed as follows:

To Company: Mr/Ms \_\_\_\_\_

To RAILTEL:

Attn: Mr. J. S. Marwah

**RailTel Corporation of India  
Limited**, Plat-A, 6th Floor, Office  
Block Tower-2, East Kidwai Nagar,  
New Delhi- 110023

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

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

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

24. This Agreement is executed in duplicate, each of which shall be deemed to be the original and both when sent together shall be deemed to form one and single document.

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

For

For **RailTel Corporation of India Ltd.**

Sign:

Sign:

Name:

Name:

Title:

Title:

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

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

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

Preamble.

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

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

**Section 1- Commitments of the Principal**

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

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

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

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

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

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

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

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

is not legally entitled to, in order to obtain in exchange any advantage during tender process or during the execution of the contract.

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

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

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

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

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

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”. Copy of the “Guidelines on Banning of business dealings” is annexed.

### Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to be terminated the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

## Section 5: Previous Transgression

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

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

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

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

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

## Section 8: Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, RailTel.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
6. The Monitor will submit a written report to the CMD, RailTel within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to provide to Independent Directors on the RailTel Board.
8. If the Monitor has reported to the CMD, RailTel, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, RailTel has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

#### Section 9: Pact Duration

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

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

#### Section 10: Other Provisions

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

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

# Annexure-XI: Past Performance details

Sl. No	Description	Details by the tenderer	Remarks, If any
1	Name of the Work		
2	Value of the work		
3	Letter of Award No and Date		
4	Original Period of completion		
5	Extended period of completion		
6	Portion of work of Video Surveillance System		
7	No of geographically dispersed locations in which work has been done for		
8	No of cities/ towns covered with the network under the above work		

It is certified that the SDWAN Solution under the above work has been done in federated.