# RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking)

# Expression of Interest for Selection of Partner from Empaneled Business Associate for EXCLUSIVE PRE-BID TEAMING ARRANGEMENT

For

Request for Proposal of Implementation & Maintenance of Integrated Surveillance & City Operations Platform (ISCOP) for Emergency Operation Center (EOC) in Nashik

EOI No: RailTel/EOI/WR/BB/2022-23/02 dated 22nd July 2022

#### **EOI NOTICE**

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

EOI Notice No: EOI No: EOI No: RailTel/EOI/WR/BB/2022-23/02 Dated 22<sup>nd</sup> Jul 2022

RailTel Corporation of India Ltd., (here after referred to as "RailTel") invites EOIs from RailTel's Empaneled Partners for the selection of suitable partner as Exclusive pre bid teaming arrangement for "Request for Proposal (RFP) for Implementation & Maintenance of Integrated Surveillance & City Operations Platform (ISCOP) for Emergency Operation Center (EOC) in Nashik."

#### The details are as under:

| 1 | Last date for submission of Technical Packet against EOIs by bidders  | 25 <sup>th</sup> Jul 2022 at 15:00 Hours |
|---|---|--|
| 2 | Opening of Technical Bid of EOIs  | 25 <sup>th</sup> Jul 2022 at 15:15 Hours |
| 3 | Number of copies to be submitted for scope of work  | One                                      |
| 4 | EOI fees inclusive tax (Non-refundable)   | Rs. 11,800/-                             |
| 5 | EMD for Pre-Bid Arrangement(Token EMD)  | Rs. 5,00,000/-                           |
| 6 | Balance EMD (to be submitted by selected bidder after receipt of LOI from RailTel details mentioned in Clause No.4.6) | Rs. 55,00,000/-                          |

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

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

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

# 1<sup>st</sup> Level

Contact: Viplov Nath Mishra
Position: Asst. GM/Mktg/Pune

Email:viplovmishra@railtelindia.com

Contact:+91-9004444124

#### 2<sup>nd</sup> Level

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

#### Note:

- Empaneled partners are required to submit soft copy of technical packet through an e-mail at <u>nmscdcl-eoi@railtelindia.com</u> duly signed by Authorized Signatories with Company seal andstamp.
- 2. The EOI response is invited from eligible Empaneled Partners of RailTel only.
- 3. All the document must be submitted with proper indexing and page no.
- 4. This is 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 they will not submit directly or indirectly their bids and techno-commercial solution/association with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to prospective organization by RailTel). This undertaking has to be given with this EOIResponse.
- 5. **Transfer and Sub-letting**. The Business Associate has no right to give, bargain, sell, assign or sublet orotherwise dispose of the Contract or any part thereof, as well as to give or to let a third partytake benefit or advantage of the present Contract or any part thereof.
- 6. Consortium Conditions: Bids can be submitted by a consortium of firms. A consortium should not consist of more than 5 parties (including the Lead Bidder). One of the Firms would be designated as a "Lead Bidder". The Lead Bidder would have the sole responsibility of ensuring the delivery of products and services mentioned in all volumes of this RFP. The list of Consortium Members needs to be declared in the bid which cannot be changed by the bidder later.

# The Lead Bidder will be responsible for:

- The management of all Consortium Members who are part of the bid, and
- The entire scope of work as part of the contract.

Bids submitted by a consortium should comply with the following requirements also:

- The Lead Bidder shall be authorized to incur liabilities and receive instructions for and on behalf of any and all consortium members. Entire execution of the Contract, including payment, shall be done exclusively by/with the Lead Bidder
- Any firm which is a Lead Bidder/ Consortium to this RFP cannot be a consortium member/ Lead Bidder in any other bid submitted against this RFP

#### 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 supportmission critical communication requirements of Indian Railways and other customers. RailTelhas 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 atGuwahati, & Bhubaneswar in East, Chandigarh, Jaipur, Lucknow in North, Chennai &Bangalore in South, Bhopal, and Pune & Ahmedabad in West. Various other territorial officesacross 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 stateof 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/BTSof 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 yourfingertips in granularities 2 Mbps to several Gbps
- c) DATA CENTER Infrastructure as a services (laaS), Hosting as Services, Security operation Centre as a Service (SOCaaS): RailTel has MeitY empaneled two Tier-III data centres in Gurgaon & Secunderabad. Presently RailTel is hosting critical applications of Indian Railways, Central & State government/ PSUs applications. RailTel will facilitate Government's applications
  - / hosting services including smooth transition to secured state owned RailTel's Data Centers and Disaster Recovery Centres. RailTel also offers SOC as a Service 'SOCaaS'. In addition, RailTel offers VPN client services so that employees can seamlessly access government's intranet, applications securely from anywhere without compromising security.
  - National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India using stateof 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/BTSof 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 tobe productive specially during this pandemic situation.

#### e) Retail Services - RailWire

RailWire: Triple Play Broadband Services for the Masses. RailTel has unique model ofdelivering 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.

# 2. Project Background and Objective of EOI

RailTel intends to participate in **RFP floated** end Customer organization for "Request for Proposal (RFP) for Implementation & Maintenance of Integrated Surveillance & City Operations Platform (ISCOP) for Emergency Operation Center (EOC) in Nashik".

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

# 3. Scope of Work

The scope of work will be as mentioned in the end Customer organization RFP for "Request for Proposal (RFP) for Implementation & Maintenance of Integrated Surveillance & City Operations Platform (ISCOP) for Emergency Operation Center (EOC) in Nashik" Vide client RFP No.: NMSCDCL/44/2022-23 dated 05.07.2022 with latest amendment/ Corrigendum/ Clarifications.

## **3.1 Schedule of Requirement** (At Annexure-A)

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

For detailed scope of work, may please refer to website <u>(site www.mahatenders.gov.in)</u> vide Tender No: **NMSCDCL/44/2022-23 Dated 05.07.2022**. including all latest Corrigendum's, Addendums & pre-bid clarifications etc.

In case of any discrepancy or ambiguity in any clause / specification pertaining to scope of work area, the RFP released by end customer organization shall supersede and will be considered sacrosanct. (All associated clarifications, response to queries, revisions, addendum and corrigendum, associated prime service agreement (PSA)/MSA/SLA also included.)

Special Note: RailTel may retain some portion of the work mentioned in the end

organization RFP, where RailTel has competence so that overall proposal becomes most winnable proposal.

#### **4.** Response to EOI guidelines

# 4.1 Language of Proposals

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

# 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 Business Associate 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 by the bidder including the closing page in token of his having studies the EOI document and should be submitted along with the bid.

#### 4.4 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.

#### 4.5 Bidding Process

The bidding process as defined in para 4.10 & 6.

# 4.6 Bid Earnest Money (EMD)

- 4.6.1 The Business Associate shall furnish a sum as given in EOI Notice via online transferfrom any scheduled bank in India in favour of "RailTel Corporation of India Limited" along with the offer. This will be called as Token EMD.
- 4.6.2 Offers not accompanied with valid EOI token Earnest Money Deposit shall be summarily rejected.
- 4.6.3 In case of Business Associate's offer is selected, BA has to furnish Earnest Money Deposit (for balance amount of Rs.55,00,000/-) to RailTel.

- 4.6.4 Return of EMD for unsuccessful Business Associates: EOI EMD of the unsuccessful Business Associate shall be returned without interest after completion of EOI process.
- 4.6.5 **Return of EMD for successful Business Associate:** EOI-EMD & Earnest Money Deposit 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. 4.7) from BusinessAssociate whichever is later.
- 4.6.6 Forfeiture of EOI EMD or EOI EMD & Balance EMD and or Penal action asper EMD Declaration:
- 4.6.6.1 The EOI Token EMD and balance EMD may be forfeited and or penal action shall be initiated if a BusinessAssociate withdraws his offer or modifies the terms and conditions of the offer during validity period.
- 4.6.6.2 In case of non-submission of SD/PBG (as per clause no. 4.7) lead to forfeiture of EOI Token EMD, balance EMD if applicable and Integrity Pact BG and or suitableaction as prescribed in the EMD Declaration shall be initiated as applicable.

# 4.7 Security Deposit / Performance Bank Guarantee (PBG)

- 4.7.1 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.
- 4.7.2 As per work share arrangements agreed between RailTel and Business Associate the PBG will be proportionately decided and submitted by the selected Business Associate.

#### 4.8 Last date & time for Submission of EOI response

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

#### 4.9 Modification and/or Withdrawal of EOI response

EOI response once submitted will treated, as final and no modification will be permitted except with the consent of the RailTel.

No 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 EarnestMoney Deposit shall be forfeited and all interests/claims of such Business Associate shall be deemed as foreclosed.

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

Business Associate meeting eligibility criteria and securing highest score in evaluation criteria (Annexure-A) will be selected for exclusive pre-bid arrangement for optimizing

technical and commercial solution so that most winnable solution is submitted to end customer.

In case if there are Two or more Business Associate meeting eligibility criteria and securing equal marks in the evaluation criteria, then price bid will be sought from these BA s in the second stage for the given scope of the work and BA with overall lowest (L1) offer will be selected for exclusive pre bid arrangement for optimizing technical and commercial solution.

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

#### 4.11 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.

# 4.12 Period of Association/Validity of Agreement

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

# **5.** Eligibility Criteria for Bidding Business Partner of RailTel

| S    |   | Criteria for Tender Package  |  |  |
|------|---|--|--|--|
| No.  | Particulars   | (Mandatory Compliance & Document Submission)   |  |  |
| A)   | Financial Conditions  |  |  |  |
| i)   | Sole Bidder/All individual members of consortium in case of consortium arrangement 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. The sole bidder/Any member of consortium should have been in operation in the video surveillance domain for at least 3 years as on date of submission. | 3. PAN Card  |  |  |
| ii)  | Sole Bidder/Cumulative Turnover of members of consortium in case of consortium arrangement should have a minimum cumulative annual turnover of Rs 100 Cr during the last three financial years & current year (i. e. FY 2019-20, FY 2020-21, FY 2021-22).   | Turnover Certificate issued by the Chartered Accountant. Certificate should contain UDIN no. issued by ICAI  |  |  |
| iii) | Sole Bidder/Lead Bidder also have a positive net worth & be profitable in the last 3 financial years (i. e. FY 2019-20, FY 2020-21, FY 2021-22).  | Positive Net Worth and Profitability Certificate issued by the CA for the last three financial years (i. e. FY 2019-20, FY 2020-21, FY 2021-22). Certificate should contain UDIN no. issued by ICAI. |  |  |

| B)    | Technical Conditions  |  |
|-------|---|--|
| iv)   | Sole Bidder/Any Member of Consortium should have executed /executing any project in Maharashtra state.                                | 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.  |
|       | Sole Bidder/Consortium should have credential of executing similar projects, (IT/ITes/CCTV), for the following value, in last 7 year: | Documentary evidence such as Certificate from Customer for satisfactory services/supply along with Customer's purchase orders/ work orders etc of completed / ongoing project mentioning the completed value of the project.               |
| v)    | 1) Single project of Rs. 36 Cr OR   |  |
|       | 2) Cumulative value of Rs. 48 Cr from two projects OR   | Note: In case of ongoing project that value of completed work shall be considered as project value.  |
|       | 3) Cumulative value of Rs. 54 Cr from Three projects  |  |
| vi)   | The BA shall have at least 40 technical personnel on its payroll.   | Undertaking from authorized signatory or HR Head of the Company on its letter head.  |
| vii)  | The BA should have ISO-9001, ISO-27000, ISO-20000 & CMMi-Level 3 or 5   | Supporting documents   |
| C)    | Annexures   |  |
| viii) | Annexure 1  | covering Letter: Self-certification duly signed by authorized signatory on company letter head.  |
| ix)   | Annexure 2  | 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)    | Annexure 3  | An undertaking signed by the Authorized Signatory of the company to be provided on letter head. The Bidder should not have been blacklisted/debarred by any Governmental/Non-Governmental Organization in India as on bid submission date. |
| xi)   | Annexure-4  | Format for Affidavit to be uploaded by BA along with the tender documents.   |

| xii) | Annexure-5                           | Non-disclosure agreement with RailTel.  |
|------|--------------------------------------|---|
| xiv  | Power of Attorney                    | Power of Attorney and Board Resolution in favour of one of its employees who will sign the Bid Documents. |
| XV   | Additional Documents to be Submitted | Technical Proposal with overview of the project with strength of the Partner.                             |
| D)   | Annexure- 6 (Financial Bid)          | Financial Bid will be sought separately from only selected BA/ Consortium.                                |

#### 6. Bidder's Profile

The bidder shall provide the information in the below table:

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

#### 7. Evaluation Criteria

- 7.1 The Business Associates are first evaluated on the basis of the Eligibility Criteria asper clause 5 above.
- 7.2 The Business Associate who fulfills the Eligibility criteria of Bidding BA shall be further evaluated on the basis of Technical Evaluation as per Annexure -A.
  - 7.3 The Business Associate with **securing highest marks** in Evaluation Criteria (Annexure-A) will be selected for exclusive pre-bid arrangement for optimizing technical and commercial solution so that most winnable solution is submitted to end customer.
  - 7.4 In case if there are two or more Business Associate meeting eligibility criteria and securing equal marks in the evaluation criteria, then the price bids will be sought from these BA s in the second stage for the given scope of the work and BA with overall lowest (L1) offer will be selected for exclusive pre bid arrangement for optimizing

- technical and commercial solution.
- 7.5 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.
- 7.6 All General requirement mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable.
- 7.7 A bidder who claims that its offered products benefit from Make India Policy shall submit the forms/affidavits/certificates as prescribed by PPP-MII order and subsequent notifications/orders from Nodal Ministries (As per the revised "Public Procurement (Preference to Make in India), Order 2017", circulated by the Department of Promotion of Industry and Internal trade (DPIIT), Ministry of Commerce & Industry, Govt. Of India vide Order No. P-45021/2/2017-PP (BE II) dated 04.06.2020 and revised order dated 16.09.2020 will be applicable). Benefits of Make India products in the technical evaluation shall be as per above mentioned policy.

# 8. Payment terms

- 8.1 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.
- 8.2 All payments by RailTel to the Partner will be made after the receipt of payment by RailTel from end Customer organization.

#### 9 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 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-A

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:

# A) Evaluation Criteria: (100 Marks)

| S.<br>No | Criteria / Category   | Evaluation Criteria Details  | Max<br>Marks | Required<br>Supporting<br>Documents  |
|----------|---|--|--------------|--|
| 1        | Turnover / Bidders<br>Profile   | Sole Bidder/Cumulative Turnover of members of consortium in case of consortium arrangement over the last three financial years.  Marks shall be allotted as given below:  • More than Rs. 100 Cr. = 25 marks  • More than Rs. 75 Cr to 100 Cr = 20 marks  • More than Rs. 50 Cr. to 75Cr = 15 marks  | 25           | Copy of Annual report / Certificate from the Statutory Auditor/CA on turnover details over the last three (3) financial years  |
| 2        | Work Experience   | Sole Bidder/Consortium Experience in executing number of IP CCTV Cameras for a single project of Smart City / State Government/Central Government/PSU / ULB in India: Above 1000 IP Cameras = 15 Marks 501- 1000 IP Cameras = 10 Marks 151 – 500 IP Cameras = 5 Mark In case of ongoing project that value of completed work shall be considered as project value. | . 15         | Work Order /LOA Copy issued by client along with relevant Citations showing the Number of Cameras in the name of the bidder from Smart City / State Government/Central Government/PSU / ULB in India |
| 3        | Work Experience in<br>Nashik Smart City<br>Development<br>Corporation Limited<br>(NMSCDCL)/Nashik<br>Municipal<br>Corporation | Sole Bidder/Consortium should have executed/Executing (ICT/ITeS/CCTV) projects/Orders in NMSCDCL/Nashik Municipal Corporation. Marks shall be allotted as given below: Projects Done – 20 Not Done - 0 In case of ongoing project that value of completed work shall be considered as project value.   | 20           | Purchase Order /<br>Agreement copy and<br>completion<br>certificate from<br>customer.  |

| S.<br>No | Criteria / Category           | Evaluation Criteria Details   | Max<br>Marks | Required<br>Supporting<br>Documents   |
|----------|-------------------------------|---|--------------|---|
| 4        | Technical<br>Manpower         | Sole Bidder/Consortium Technical Manpower on Company roles: 150 and above – 20 Marks 75 and above 150 – 15 Marks 50 and above upto 75- 10 Marks   | 20           | Self-Certification<br>from authorized /HR<br>Head of the<br>organization.   |
| 5        | IP related Work<br>Experience | Sole Bidder/Consortium Experience in executing Active IT Networking for a single project of Smart City / State Government/Central Government/PSU / ULB in India Above 1000 IP Points = 20 Marks 501- 1000 IP Points = 15 Marks 100 – 500 IP Points =10 Mark | 20           | Work Order /LOA Copy issued by client along with relevant Citations in the name of the bidder from Smart City / State Government/Central Government/PSU / ULB |
|          |                               |   | 100          |   |

# Annexure-A: Schedule of Requirement

| Sr. No | Item  | Unit | Qty. |
|--------|---|------|------|
|        |   |      |      |
| А      | Design, Supply, Installation and Commissioning of CCTV Camera Surveillance System & PAS for Emergency Operation Centre                                  |      |      |
| 1      | Outdoor Bullet Camera   | Nos  | 169  |
| 2      | Outdoor Multi sensor Camera   | Nos  | 12   |
| 3      | Outdoor PTZ Camera  | Nos  | 19   |
| 4      | Specialised 4 K Camera  | Nos  | 5    |
| 5      | IP PA Speaker   | Nos  | 200  |
| 6      | Infrastructure: Poles ,Junction Box, Switches & Passive Infrastructure per the Equipment Location Details   | Lot  | 1    |
| В      | Design, Supply, Installation, Commissioning, and Testing of the Emergency operation centre systems/components to be installed in the designated offices |      |      |
|        |   |      |      |
| B.1    | Infrastructure  |      |      |
| B.1.1  | Emergency Operating Center( EOC) Infrastructure   |      |      |
| 1.1.1  | Civil, Electrical, HVAC, IT, Furniture Allied Services for EOC for 20 Seater  | Lot  | 1    |
| 1.1.2  | Workstation with 2 Monitors   | Nos. | 20   |
| 1.1.3  | Printer with Copier   | Nos  | 1    |
| 1.1.4  | Laser Desk Printer  | Nos  | 1    |
| 1.1.5  | Video Wall Display (4x2), Video Wall Controller & necessary software  | Lot  | 1    |
| 1.1.6  | Laptops   | Nos  | 5    |
| B.1.2  | War / Conference Room Infrastructure inside EOC   |      |      |
| 1.2.1  | Civil, Electrical, HVAC, IT, Furniture Allied Services for 18 Seater  | Lot  | 1    |
| 1.2.2  | Smart Interactive Display, 65 Inch  | Nos  | 1    |
| B.1.3  | Server Room, UPS & Battery Room Infrastructure  |      |      |
| 1.3.1  | Civil, Electrical, HVAC, Passive, Racks, Life Safety,<br>Security & Surveillance for Server Room, UPS &<br>Battery Room                                 | Lot  | 1    |
| 1.3.2  | Servers with 1:1 configuration for all Software Applications  | Lot  | 1    |
| 1.3.3  | Storage with Inbuilt Redundancy for all Software Applications   | Lot  | 1    |

| 1.3.4 | Modular UPS, 1:1 configuration   | Lot  | 1  |
|-------|--|------|----|
| 1.3.5 | Core Switches for EOC, City Wide Network, City Surveillance System   | Lot  | 1  |
| 1.3.6 | Firewall, 1:1 configuration with IPS Subscription for 5 years  | Lot  | 1  |
| B.1.4 | Divisional Offices Emergency Operating Center (EOC) Infrastructure   |      |    |
| 1.4.1 | Civil, Electrical, HVAC, IT, Furniture Allied Services for EOC Divisional Offices 5 Locations  | Lot  | 1  |
| 1.4.2 | Workstation  | Nos  | 12 |
| 1.4.3 | 55" LED Monitors   | Nos  | 12 |
| B.2   | Disaster and Emergency Management  |      |    |
| B.2.1 | Contact Center   |      |    |
| 2.1.1 | Hardware & Software with 1:1 High Availability, IP<br>PBX with PRI Cards, Voice Gateway, IP Phones (20<br>Nos) & Software with ACD, CTI, Multimedia,<br>Outbound Calls, Voice Recording, Reporting etc | Lot  | 1  |
| 2.1.2 | IP EPABX for 100 Lines Capability in High<br>Availability 1:1 Configuration  | Lot  | 1  |
| 2.1.3 | PRI Card as per Specifications   | Nos  | 2  |
| 2.1.4 | 100% Voice-Only Recording  | Nos. | 35 |
| 2.1.5 | VoIP Gateway   | Nos. | 2  |
| 2.1.6 | IP Phone with Wired Handsets   | Nos. | 20 |
| 2.1.7 | Multimedia CC Agents   | Nos. | 15 |
| B.2.2 | Disaster management Software and Web Portal  |      |    |
| 2.2.1 | Design , Develop , Testing and deployment of<br>Disaster management Software and Web Portal  | Lot  | 1  |
| B.2.3 | <b>Emergency Broadcast Communication System</b>  |      |    |
| 2.3.1 | Emergency Broadcast Software with required Hardware for Main EOC & 6 Divisional Offices with Dispatcher, Reporting and Monitoring Module   | Lot  | 1  |
| 2.3.2 | Handheld LTE Radio Sets with Battery Chargers. 5<br>Years from Go-Live License Fee & Subscription Cost<br>with Data only SIM (M2M SIM with 2GB per Month)  | Nos  | 50 |
| 2.3.3 | Work Station For above system.   | Nos. | 1  |
| B.2.4 | Satellite Phone for Disaster Management (For Govt Users)   |      |    |
| 2.4.1 | GSPS satellite phone   | Nos  | 3  |
| 2.4.2 | One-Time Registration Charges, SIM Activation<br>Charges and 5 year + Go Live Prepaid Plans for<br>Govt. Users , with Free 1200 calls per year minimum   | Nos  | 3  |
| B.2.5 | Integrated Surveillance & City Operations Platform (ISCOP)   |      |    |

| 2.1            | Civil, Electrical, HVAC, IT, Furniture Allied Services for 10 Seater   | Lot        | 1          |
|----------------|--|------------|------------|
| C.2            | Conference / War Room at Police HQ   |            |            |
| 1.5            | IP Exchange Basic for Video Conferencing   | Lot        | 1          |
| 1.4            | All-in-one Video bar   | Nos        | 35         |
| 1.3            | Video Codec for Boardroom with Optical camera  | Nos        | 1          |
| 1.2            | Video IP Phone for Desk Users (CP Office, DCP Office, Police Stations,   | Nos        | 35         |
| 1.1            | Video Conferencing Cloud based Software with<br>necessary Licenses for Remote, Desktop Phones<br>and Tablets for 5 Years post Go-Live    | Lot        | 1          |
| C.1            | Video Conferencing- Police   |            |            |
| С              | Design, Supply, Installation, Commissioning, and Testing of Video conferencing systems   |            |            |
| 2.5.20         | Integrating with Proposed Video Analytics  | Lot        | 1          |
| 2.5.19         | Integrating with Proposed Contact Center Application   | Lot        | 1          |
| 2.5.18         | Integrating with Proposed Drones   | Lot        | 1          |
| 2.5.17         | Integrating with Proposed IP Speakers  | Lot        | 1          |
| 2.5.16         | Integrating with Existing GIS  | Lot        | 1          |
| 2.5.15         | Integrating with Existing Environmental Sensors  | Lot        | 1          |
| 2.5.14         | Integrating with Existing Smart Bins   | Lot        | 1          |
| 2.5.13         | Integrating with Existing Variable Message Display (VMD)   | Lot        | 1          |
| 2.5.12         | Integrating with Existing Flood Sensors  | Lot        | 1          |
| 2.5.11         | Integrating with Existing Social Media Analytics Platform  | Lot        | 1          |
| 2.5.10         | Integrating with Existing Intelligent Traffic Management System (ITMS)   | Lot        | 1          |
| 2.5.9          | Integrating Proposed VMS Module with Existing VMS (800 Cameras)  | Lot        | 1          |
|                | Integration  |            |            |
| 2.5.8          | Advance Rule Engine for Analytics, Reporting and Dashboards  | Lot        | 1          |
| 2.5.7          | Disaster & Response Management   | Lot        | 1          |
| 2.5.6          | Incident & SOP Management  | Lot        | 120        |
| 2.5.4<br>2.5.5 | Video Analytics Licenses  Facial Recognition Licenses  | Nos        | 280<br>120 |
| 2.5.3          | Advanced VMS Module for Existing VMS System (800 Cameras   | Lot<br>Nos | 1          |
| 2.5.2          | Advanced VMS Module for Proposed Cameras   | Nos        | 200        |
| 2.5.0          | Modules  | Niss       | 200        |
| 2.5.1          | configuration with 30 User License, 30 Mobile Licenses. The ISCOP should be a Single Operating Interface and Integration Mentioned below | Lot        | 1          |
|                | ISCOP Application in 1:1, High Availability  |            |            |

| 2.2 | 65" Screens   | Nos. | 1  |
|-----|---|------|----|
| 2.3 | 55" Screens   | Nos. | 34 |
| C3  | Video Conferencing for NMC  | 1.00 | -  |
| 3.1 | Video IP Phone for Desk Users (Divisional Office, NMC HQ)   | Nos  | 13 |
| 3.2 | Video Codec for Boardroom with Optical camera   | Nos  | 1  |
| 3.3 | All-in-one Video bar  | Nos  | 13 |
| D   | Implementation of Drones systems, Social media analytics platform & web portal upgradation/customization for police   |      |    |
| D1  | Drones for Law Enforcement & Disaster Management - NMC  |      |    |
| 1.2 | Drone with 20 Min Flight Time, 2KM Distance with Individual Sat Link Laptop interchangeable day & thermal payload & Storage Bag including all Licenses as per design & specifications to meet tender requirements   | Nos  | 2  |
| 1.2 | Training to be provided for 10 Officials  | Lot  | 1  |
| D2  | Drones for Law Enforcement & Disaster Management - Nashik Police  |      |    |
| 2.1 | Drone with 20 Min Flight Time, 2KM Distance with Individual Sat Link Laptop, interchangeable day & thermal payload with Storage Bag including all Licenses as per design & specifications to meet tender requirements   | Nos  | 2  |
| 2.2 | Training to be provided for 10 Officials  | Lot  | 1  |
| D3  | Social Media Monitoring Platform  |      |    |
| 3.1 | Server Hardware Required  |      |    |
| 3.2 | Servers required for this application as per design & specifications to meet tender requirements  | Lot  | 1  |
|     | Social Media Monitoring Platform  | Lot  | 1  |
| D4  | Nashik Police Web Portal Development  |      |    |
| 4.1 | Nashik Police Web Portal Development as per the Tender Specifications   | Lot  | 1  |
| D   | City Wide Fibre Optic Network   |      |    |
| F.1 | Passive Infrastructure  |      |    |
|     | Survey, Design & SITC of network infrastructure consists of; 48F metal free OFC ribbon type with HDPE sheath, HDPE telecom duct pipe (40/33)mm with accessories, DWC pipe (63 mm), GI Pipe (63 mm) class B medium as per ISI mark, Joint closures for 48 F, termination box, fibre distribution racks, spare cable box. Excavation of open trench (Depth1.40 M)/HDD (HOR) Horizontal directional drilling for PLB pipe laying, in all types of soils/strata, 40/33 mm PLB pipe laying, Backfilling, Compaction & levelling of trench / pit. Laying / blowing of 48 F optical Fibre Cable inside laid PLB pipe, splicing and jointing of Optical |      |    |

| 2.1 | Fibre Cable, Acceptance Testing, commissioning and makeover of the routes. The work also includes laying on road crossing, culverts wherever required, including fixing of route/ Joint indicator. Laying of DWC protection ON PLB pipe, in case OF cable is laid but at lesser depth (0.6 M to 1.20 M), Laying optical fibre cables on bridges,  | Mtrs | 50000 |
|-----|---|------|-------|
|     | culverts, road surface by GI Pipe along with Concreting work on single PLB Pipe including supplying and executing of cement, concrete and curing etc.( PCC 1:2:4) for Bridges/Culverts or cables laid at lesser depth etc. Fixing, painting and sign writing of Route /Joint Indicators. Supply & Installation of Pre cast RCC with bottom plant and Top Cove (Preferably two halves) Joint Chambers of bricks/ pre -fabricated RCC chamber as per specification with handle and supply of stone slab for covering the Chamber and River sand for filling the |      |       |
|     | chamber etc. at every Km. Total route length 50 Kms. Note Reinstatement needs to be considered  |      |       |
| Е   | OPEX  |      |       |
| G.1 | CAMC (Post Warranty) for 5 years, 1 Year<br>Warranty<br>+ 4 Years CAMC  | Lot  | 1     |
| G.2 | Operations and maintenance for 1 Year Warranty and 4 Years CAMC for Below   | Lot  | 1     |
| G.3 | Includes providing 2 Senior Technical Resources along with Call Center Support  |      |       |
| G.4 | Includes providing 1 Pilot for Drones   |      |       |
|     |   |      |       |

| Annexure 1: Format for COVERING LETTER   |
|--|
| COVERING LETTER (To be on company letter head)Eol Reference No:  |
| Date :   |
| To, RailTel Corporation of India Ltd. Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi (West), Mumbai – 400013  |
| Dear Sir,  |
| SUB: Participation in the EoI process  |
| Having examined the Invitation for EoI document bearing the reference number released by your esteemed organization, we, undersigned, hereby acknowledge the receipt of the same and offer to participate in conformity with the said Invitation for EoI document.  If our application is accepted, we undertake to abide by all the terms and conditions mentioned in the said Invitation for EoI document. |
| We hereby declare that all the information and supporting documents furnished as a part of our response to the said Invitation for EoI document, are true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us, our EoI is liable to be rejected.  |
| We hereby Submit EMD amount of Rsissued videfrom Ban   |
|  |

Authorized Signatory Name Designation

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

| Self-Certificate (To be on company letter head)   |       |
|---|-------|
| Eol Reference No:   | Date: |
| То,   |       |
| RailTel Corporation of India Ltd. Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi (West), Mumbai – 400013 |       |

Dear Sir,

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

| 1) | Having examined the Technical specifications mentioned in this EOI & end customer tender, we |
|----|--|
|    | hereby confirm that we meet all specification.   |

- 2) We\_\_\_\_\_agree to abide by all the technical, commercial & financial conditions of the 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 riskand cost of selected BA.
- 3) We agree to abide by all the technical, commercial & financial conditions of the end customer's RFPfor 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 inthe 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 eligiblesource 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 compliancedocuments.

- 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="" let<="" th=""><th>ter Head&gt;</th></on> | ter Head> |
|---|-----------|
|---|-----------|

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

Subject: Undertaking for not Being

# Blacklisted/Debarred

To,

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) \*\*

| 100/             | The paper has to be in the name of the BA) **   |
|------------------|---|
|                  | I(Name and designation)** appointed as the ey/authorized signatory of the BA (including its constituents), (hereinafter called the BA) for the purpose of the EOI   |
| docum<br>(RailTe | nents for the work of as per the EOI No of el Corporation of India Ltd.), do hereby solemnly affirm and state on thebehalf of the BA ng 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 <a href="www.railtelindia.com">www.railtelindia.com</a> . 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 caseof 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 foundto 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 RailTeI. Further, I/we (insert name of the BA)\*\*\_\_\_\_and all my/our constituentsunderstand that my/our constituents understand that my/our offer shall be summarilyrejected.
- 8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the

contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

**DEPONENT** 

SEAL AND SIGNATURE OF THE BA

**VERIFICATION** 

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

DEPONENT

SEAL AND SIGNATURE OF THE BA

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

Annexure-5: Non-Disclosure Agreement (NDA) Format

# **NON-DISCLOSURE AGREEMENT**

| This Non-Disclosure Agreeme day of, 2022 (the  |   |  |  | nis                                  |
|--|---|--|--|--------------------------------------|
|  | By and between  | en   |  |                                      |
| RailTel Corporation of India Limit Undertaking under Ministry of Railway at Plate-A, 6th Floor, Office Block, Towneferred to as 'RailTel'), which express thereof, deem to mean and include its  | s, Govt. of India<br>ver -2, East Kidv<br>ession shall unle   | , having its registovai Nagar, New Dess repugnant to   | ered and corporate office elhi-110023, (hereinaft the context or meaning the context of the | ce<br>er<br>ng                       |
| And  |   |  |  |                                      |
| Whereas incorporated under the provisions of   | (CIN:<br>Companies Act  | havin, (hereinafte   | ), a company du<br>ig its registered office<br>r referred to as '  | ıly<br>at<br><b>')</b> ,             |
| which expression shall unless repugninclude its successors and its permitte  | ant to the conte  | xt or meaning the  | reof, deem to mean ar  | nd                                   |
| RailTel and shall be individua   | ally referred to a  | s "Party" and joint  | ly as "Parties"  |                                      |
| WHEREAS, RailTel and information related to its business a designated as confidential or proprieta and non-technical information, patern design details and specifications, engorecasts or plans, pricing strategies, flists, inventions, techniques, sketche algorithms, software programs, softwathird party confidential information (col | activities, including under Sectionals, copyrights, gineering, busing ormulas, procures, drawings, mare source docu | ing, but not liming 2 of this Agreen trade secrets, kress and marketing ement requirement podels, processes ments, product d | ited to, that information<br>nent, as well as technic<br>now-how, financial dat<br>ng strategies and plan<br>nts, vendor and custom<br>, apparatus, equipmer   | on<br>cal<br>ta,<br>is,<br>er<br>nt, |
| WHEREAS, the Parties hav relationship for  |   |  | ig a possible busine   | SS                                   |
| WHEREAS, each Party accord such disclosing capacity, the " <u>Disclosicapacity</u> , the " <u>Receiving Party</u> ") subjectives   | <i>ing Party</i> ") to the  | e other Party (eac   | h Party, in such receivir  |                                      |

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. <u>Designation</u>.

- (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.** <u>Cooperation</u>. Receiving Party will immediately give notice to Disclosing Party of any unauthorized use or disclosure of the Information of Disclosing Party.

- **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 "Conr        | nected Persons" within the meaning of SEBI      |
| (Prohibition of Insider Trading) Regulations, 2015 ar | nd shall be bound by the said regulations while |
| dealing with any confidential and/ or price sensitive | e information of RailTel shall                  |
| always and at all times comply with the obligat       | tions 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 a      | 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. |          |                                       |  |  |
|---|----------|---------------------------------------|--|--|
|   | <u>:</u> | RailTel Corporation of India Limited: |  |  |
|   |          |                                       |  |  |
| Ву  |          | By                                    |  |  |
| Name:<br>Title:   |          | Name:<br>Title:                       |  |  |

Witnesses

# Annexure -6: Financial Bid Format

| . N    | Item  | Unit | Qty. | TOTAL     |        |
|--------|---|------|------|-----------|--------|
| Sr. No |   |      |      | Unit Rate | Amount |
|        |   |      |      |           |        |
| A      | Design, Supply, Installation and Commissioning of CCTV Camera Surveillance System & PAS for Emergency Operation Centre                                  |      |      |           |        |
| 1      | Outdoor Bullet Camera   | Nos  | 169  |           |        |
| 2      | Outdoor Multi sensor Camera   | Nos  | 12   |           |        |
| 3      | Outdoor PTZ Camera  | Nos  | 19   |           |        |
| 4      | Specialised 4 K Camera  | Nos  | 5    |           |        |
| 5      | IP PA Speaker   | Nos  | 200  |           |        |
| 6      | Infrastructure: Poles ,Junction Box, Switches & Passive Infrastructure per the Equipment Location Details   | Lot  | 1    |           |        |
| В      | Design, Supply, Installation, Commissioning, and Testing of the Emergency operation centre systems/components to be installed in the designated offices |      |      |           |        |
|        |   |      |      |           |        |
| B.1    | Infrastructure  |      |      |           |        |
| B.1.1  | Emergency Operating Center( EOC) Infrastructure   |      |      |           |        |
| 1.1.1  | Civil, Electrical, HVAC, IT, Furniture Allied Services for EOC for 20 Seater  | Lot  | 1    |           |        |
| 1.1.2  | Workstation with 2 Monitors   | Nos. | 20   |           |        |
| 1.1.3  | Printer with Copier   | Nos  | 1    |           |        |
| 1.1.4  | Laser Desk Printer  | Nos  | 1    |           |        |
| 1.1.5  | Video Wall Display (4x2), Video Wall Controller & necessary software  | Lot  | 1    |           |        |
| 1.1.6  | Laptops   | Nos  | 5    |           |        |
| B.1.2  | War / Conference Room Infrastructure inside EOC   |      |      |           |        |
| 1.2.1  | Civil, Electrical, HVAC, IT, Furniture Allied Services for 18 Seater  | Lot  | 1    |           |        |
| 1.2.2  | Smart Interactive Display, 65 Inch  | Nos  | 1    |           |        |
| B.1.3  | Server Room, UPS & Battery Room Infrastructure  |      |      |           |        |
| 1.3.1  | Civil, Electrical, HVAC, Passive, Racks, Life Safety, Security & Surveillance for Server Room, UPS & Battery Room                                       | Lot  | 1    |           |        |

| 1.3.2 | Servers with 1:1 configuration for all Software Applications  | Lot  | 1  |
|-------|---|------|----|
| 1.3.3 | Storage with Inbuilt Redundancy for all Software Applications   | Lot  | 1  |
| 1.3.4 | Modular UPS, 1:1 configuration  | Lot  | 1  |
| 1.3.5 | Core Switches for EOC, City Wide Network, City Surveillance System  | Lot  | 1  |
| 1.3.6 | Firewall, 1:1 configuration with IPS Subscription for 5 years   | Lot  | 1  |
| B.1.4 | Divisional Offices Emergency Operating Center (EOC) Infrastructure  |      |    |
| 1.4.1 | Civil, Electrical, HVAC, IT, Furniture Allied<br>Services for EOC Divisional Offices 5<br>Locations   | Lot  | 1  |
| 1.4.2 | Workstation   | Nos  | 12 |
| 1.4.3 | 55" LED Monitors  | Nos  | 12 |
| B.2   | Disaster and Emergency Management   |      |    |
| B.2.1 | Contact Center  |      |    |
| 2.1.1 | Hardware & Software with 1:1 High<br>Availability, IP PBX with PRI Cards, Voice<br>Gateway, IP Phones (20 Nos) & Software<br>with ACD, CTI, Multimedia, Outbound Calls,<br>Voice Recording, Reporting etc | Lot  | 1  |
| 2.1.2 | IP EPABX for 100 Lines Capability in High Availability 1:1 Configuration  | Lot  | 1  |
| 2.1.3 | PRI Card as per Specifications  | Nos  | 2  |
| 2.1.4 | 100% Voice-Only Recording   | Nos. | 35 |
| 2.1.5 | VoIP Gateway  | Nos. | 2  |
| 2.1.6 | IP Phone with Wired Handsets  | Nos. | 20 |
| 2.1.7 | Multimedia CC Agents  | Nos. | 15 |
| B.2.2 | Disaster management Software and Web Portal   |      |    |
| 2.2.1 | Design , Develop , Testing and deployment of Disaster management Software and Web Portal  | Lot  | 1  |
| B.2.3 | Emergency Broadcast Communication System  |      |    |
| 2.3.1 | Emergency Broadcast Software with required Hardware for Main EOC & 6 Divisional Offices with Dispatcher,  | Lot  | 1  |
|       |   |      |    |

|        | Reporting and Monitoring Module  |      |     |  |
|--------|--|------|-----|--|
| 2.3.2  | Handheld LTE Radio Sets with Battery Chargers. 5 Years from Go-Live License Fee & Subscription Cost with Data only SIM (M2M SIM with 2GB per Month)                                  | Nos  | 50  |  |
| 2.3.3  | Work Station For above system.   | Nos. | 1   |  |
| B.2.4  | Satellite Phone for Disaster Management (For Govt Users)   |      |     |  |
| 2.4.1  | GSPS satellite phone   | Nos  | 3   |  |
| 2.4.2  | One-Time Registration Charges, SIM Activation Charges and 5 year + Go Live Prepaid Plans for Govt. Users, with Free 1200 calls per year minimum                                      | Nos  | 3   |  |
| B.2.5  | Integrated Surveillance & City Operations Platform (ISCOP)   |      |     |  |
| 2.5.1  | ISCOP Application in 1:1, High Availability configuration with 30 User License, 30 Mobile Licenses. The ISCOP should be a Single Operating Interface and Integration Mentioned below | Lot  | 1   |  |
|        | Modules  |      |     |  |
| 2.5.2  | Advanced VMS Module for Proposed Cameras   | Nos  | 200 |  |
| 2.5.3  | Advanced VMS Module for Existing VMS System (800 Cameras   | Lot  | 1   |  |
| 2.5.4  | Video Analytics Licenses   | Nos  | 280 |  |
| 2.5.5  | Facial Recognition Licenses  | Nos  | 120 |  |
| 2.5.6  | Incident & SOP Management  | Lot  | 1   |  |
| 2.5.7  | Disaster & Response Management   | Lot  | 1   |  |
| 2.5.8  | Advance Rule Engine for Analytics,<br>Reporting and Dashboards   | Lot  | 1   |  |
|        | Integration  |      |     |  |
| 2.5.9  | Integrating Proposed VMS Module with Existing VMS (800 Cameras)  | Lot  | 1   |  |
| 2.5.10 | Integrating with Existing Intelligent Traffic Management System (ITMS)   | Lot  | 1   |  |
| 2.5.11 | Integrating with Existing Social Media Analytics Platform  | Lot  | 1   |  |
| 2.5.12 | Integrating with Existing Flood Sensors  | Lot  | 1   |  |

| 2.5.13 | Integrating with Existing Variable Message Display (VMD)  | Lot  | 1  |
|--------|---|------|----|
| 2.5.14 | Integrating with Existing Smart Bins  | Lot  | 1  |
| 2.5.15 | Integrating with Existing Environmental Sensors   | Lot  | 1  |
| 2.5.16 | Integrating with Existing GIS   | Lot  | 1  |
| 2.5.17 | Integrating with Proposed IP Speakers   | Lot  | 1  |
| 2.5.18 | Integrating with Proposed Drones  | Lot  | 1  |
| 2.5.19 | Integrating with Proposed Contact Center Application  | Lot  | 1  |
| 2.5.20 | Integrating with Proposed Video Analytics   | Lot  | 1  |
| С      | Design, Supply, Installation,<br>Commissioning, and Testing of Video<br>conferencing systems                                    |      |    |
| C.1    | Video Conferencing- Police  |      |    |
| 1.1    | Video Conferencing Cloud based Software with necessary Licenses for Remote, Desktop Phones and Tablets for 5 Years post Go-Live | Lot  | 1  |
| 1.2    | Video IP Phone for Desk Users (CP Office, DCP Office, Police Stations,  | Nos  | 35 |
| 1.3    | Video Codec for Boardroom with Optical camera   | Nos  | 1  |
| 1.4    | All-in-one Video bar  | Nos  | 35 |
| 1.5    | IP Exchange Basic for Video Conferencing  | Lot  | 1  |
| C.2    | Conference / War Room at Police HQ  |      |    |
| 2.1    | Civil, Electrical, HVAC, IT, Furniture Allied Services for 10 Seater  | Lot  | 1  |
| 2.2    | 65" Screens   | Nos. | 1  |
| 2.3    | 55" Screens   | Nos. | 34 |
| С3     | Video Conferencing for NMC  |      |    |
| 3.1    | Video IP Phone for Desk Users (Divisional Office, NMC HQ)   | Nos  | 13 |
| 3.2    | Video Codec for Boardroom with Optical camera   | Nos  | 1  |
| 3.3    | All-in-one Video bar  | Nos  | 13 |
|        |   |      |    |

| Implementation of Drones systems media analytics platform & web por    | SOCIAL          |      |   |   |
|--|-----------------|------|---|---|
|  |                 |      |   |   |
| D upgradation/customization for police                                 |                 |      |   |   |
| Drongs for Law Enforcement & Dis-                                      |                 |      |   |   |
| D1 Management - NMC  | astei           |      |   |   |
| Drone with 20 Min Flight Time, 2KM                                     | l Distance      |      |   |   |
| with Individual Sat Link Laptop  | . 210101100     |      |   |   |
| interchangeable day & thermal pay                                      | load &          | Nos  | 2 |   |
| Storage Rag including all  |                 |      |   |   |
| 1.2 Licenses as per design & specification                             | tions to        |      |   |   |
| meet tender requirements   |                 |      |   |   |
| 1.2 Training to be provided for 10 Offic                               | ials            | Lot  | 1 |   |
|  |                 |      |   |   |
| Drones for Law Enforcement & Disa                                      | aster           |      |   |   |
| Management - Nashik Police   |                 |      |   |   |
| Dropo with 20 Min Elight Time 2KM                                      | Distance        |      |   |   |
| Drone with 20 Min Flight Time, 2KM with Individual Sat Link Laptop,    | Distance        |      |   |   |
| interchangeable day & thermal pay                                      | load with       | Nos  | 2 |   |
| Storage Bag including all Licenses                                     |                 | INUS | 2 |   |
| design & specifications to meet  | as pei          |      |   |   |
| 2.1 tender requirements  |                 |      |   |   |
| Training to be provided for 10 Office                                  | ials            | Lot  | 1 |   |
| 2.2  |                 | 200  | - |   |
| Social Media Monitoring Platform                                       |                 |      |   |   |
| D3   |                 |      |   |   |
| 3.1 Server Hardware Required   |                 |      |   |   |
|  |                 |      |   |   |
| Servers required for this application                                  |                 | Lot  | 1 |   |
| design & specifications to meet ten                                    | ıder            |      |   |   |
| 3.2 requirements   |                 | _    |   |   |
| Social Media Monitoring Platform                                       |                 | Lot  | 1 |   |
| Nachik Police Wah Portal Davalons                                      | nant            |      |   |   |
| D4 Nashik Police Web Portal Developm                                   | nent            |      |   |   |
| Nashik Police Web Portal Developn                                      | nont as         | Lot  | 1 |   |
| per the Tender Specifications  |                 | Lot  | 1 |   |
| COMMON INFRASTRUCTURE  |                 |      |   | 1 |
| D City Wide Fibre Optic Network  |                 |      |   |   |
| F.1 Passive Infrastructure   |                 |      |   |   |
| Survey, Design & SITC of network i                                     | nfrastructuro   |      |   |   |
| consists of; 48F metal free OFC rib                                    |                 |      |   |   |
| HDPE sheath, HDPE telecom duct p                                       |                 |      |   |   |
| with accessories, DWC pipe (63 mn                                      | n), GÌ Pipe (63 |      |   |   |
| mm) class B medium as per ISI mar                                      | rk, Joint       |      |   |   |
| closures for 48 F, termination box,                                    |                 |      |   |   |
| distribution racks, spare cable box. open trench (Depth1.40 M)/HDD (HC | Excavation of   |      |   |   |
| directional drilling for PLB pipe layi                                 |                 |      |   |   |
| of soils/strata, 40/33 mm PLB pipe lay                                 |                 |      |   |   |
| 0. 00  | יפייי נ⊸י       |      |   |   |

| 2.1 | Backfilling, Compaction & levelling of trench / pit. Laying / blowing of 48 F optical Fibre Cable inside laid PLB pipe, splicing and jointing of Optical Fibre Cable, Acceptance Testing, commissioning and makeover of the routes. The work also includes laying on road crossing, culverts wherever required, including fixing of route/ Joint indicator. Laying of DWC protection ON PLB pipe, in case OF cable is laid but at lesser depth (0.6 M to 1.20 M), Laying optical fibre cables on bridges, culverts, road surface by GI Pipe along with Concreting work on single PLB Pipe including supplying and executing of cement, concrete and curing etc.( PCC 1:2:4) for Bridges/Culverts or cables laid at lesser depth etc. Fixing, painting and sign writing of Route /Joint Indicators. Supply & Installation of Pre cast RCC with bottom plant and Top Cove (Preferably two halves) Joint Chambers of bricks/ pre -fabricated RCC chamber as per specification with handle and supply of stone slab for covering the Chamber and River sand for filling the chamber etc. at every Km. Total route length 50 Kms. Note Reinstatement needs to be considered | Mtrs | 50000 |  |
|-----|--|------|-------|--|
| Е   | OPEX   |      |       |  |
| G.1 | CAMC (Post Warranty) for 5 years, 1 Year<br>Warranty<br>+ 4 Years CAMC   | Lot  | 1     |  |
| G.2 | Operations and maintenance for 1 Year Warranty and 4 Years CAMC for Below  | Lot  | 1     |  |
| G.3 | Includes providing 2 Senior Technical Resources along with Call Center Support   |      |       |  |
| G.4 | Includes providing 1 Pilot for Drones  |      |       |  |
|     |  |      |       |  |