

# **RAILTEL CORPORATION OF INDIA LTD**

(A GOVT. OF INDIA ENTERPRISE)

UNDER MINISTRY OF RAILWAYS

## **Registered Office:**

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

## **Regional Office (Western Region):**

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

## **Invitation for Expression of Interest Document for**

**“Providing and laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP- Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II)”**

**EoI Reference No: RCIL/WR/MUMBAI/Mktg/22-23/04**

**Date: 11.08.2022**

## **Expression of Interest – Notice**

**RailTel Corporation of India Ltd  
Western Railway Microwave Complex  
Senapati Bapat Marg, Near Railway Sports Ground,  
Mahalaxmi, Mumbai – 400013**

**EoI Reference No: RCIL/WR/MUMBAI/Mktg/22-23/04 Dt: 11.08.2022**

RailTel Corporation of India Ltd invites EoIs from RailTel's Empanelled Partners (referred to as 'Bidder') for the selection of suitable partner as Exclusive pre-bid teaming arrangement for work mentioned in the Scope of this EoI. The EoI copy is sent along with this EoI Notice. The technical and commercial bids shall be submitted through E-Mail in password protected sealed packets as separate PDF documents up to the end date & time mentioned below.

<b>Sr No</b>	<b>Description</b>	<b>EoI Fees (Non Refundable)</b>	<b>EMD</b>	<b>End date &amp; Time for Bid Submission</b>
1	Providing and laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP-Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II).	INR 16,950/- + 18% GST	INR 1,12,00,000/-	16.08.2022 at 15.00 hrs

The prospective Bidders should submit their suggestions/observations, if any, in writing/ email. Any modification of the EoI documents, which may become necessary as a result of suggestions/ observations, shall be made by RailTel exclusively through the issue of an addendum/corrigendum.

Prospective applicants are required to direct all communications related to this EoI, through the below mentioned Nominated Point of Contact persons:

### **1. Level 1**

Contact Name : Sh. Viplovnath Mishra  
Designation : Assistant General Manager/ Marketing  
E-Mail Address : viplovnmishra@railtelindia.com  
Mobile No : +91- 9004444124

**2. Level 2**

Contact Name : Sh. Ravikant Prasad  
Designation : General Manager/ Mumbai Territory  
E-Mail Address : ravi@railtelindia.com  
Mobile No : +91- 9004444109

**NOTE: Every page of the submitted documents should be duly signed by the Authorized Signatory with Company seal.**



<b>Table of Contents</b>	<b>Page No</b>
1. RailTel Introduction	5
2. Invitation of Bids	7
3. Prequalification Criteria and Instructions to Bidders (ITB)	8
4. Scope of Work	19
5. Payment Terms, Timelines & SLA	20
6. Annexure I: Instructions & Pre-Qualification Bid Formats	21
7. Annexure II: Instructions & Technical Bid Document Formats	25
8. Annexure III: Instructions & Commercial Bid Formats	28
9. Annexure IV: Complete EoI Examination & Nil Deviation Certificate	31
10. Annexure V: Back to Back Compliance	32
11. Annexure VI: Draft Non-Disclosure Agreement	33
12. Annexure VII: Performance Bank Guarantee Format	37
13. Annexure VIII: Contract Agreement	39
14. Annexure IX: Client RFP and Corrigendum's	46

रेलटेल  
RAILTEL

## **1. RailTel – Introduction**

RailTel Corporation of India Limited, a Public Sector Undertaking under the Ministry of Railways, Govt. of India, and is a national telecom service provider having NLD, IP2 and ISP licenses and IP1 registration and have built nation-wide optical fiber network. RailTel's objective is to create a nation-wide broadband telecom and multimedia network.

RailTel Corporation of India Limited (RailTel) an ISO 20000-1:2018, ISO/IEC 27001:20013 and CMMI Level-4 certified organization for its quality management systems, information security management systems, and service management systems, respectively. 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 significantly contribute to realization of goals and objective of national telecom policy 2012. RailTel is a Public Sector Undertaking under the administrative control of Ministry of Railways, Govt. of India.

RailTel is building state of the art multimedia telecom network using SDH/DWDM based transmission systems and high end MPLS-IP routers. RailTel has extensive expertise in building telecom networks. Moreover, RailTel draws its manpower from signal and telecom branch of Indian Railway which has been in the business of construction, operation and maintenance of telecom systems for more than 50 years.

RailTel has created countrywide state of the art SDH/DWDM backbone optical transport network using latest technology. Presently, the optic fiber network of RailTel covers over 61000+ route kilometers and covers 6102+ railway stations across India. Our citywide access across the country is 21000+ kms.

RailTel's backbone Transport Network has been configured in multiple 'Self-Healing' Ring architectures which provide for redundancy by automatically redirecting and switching traffic from failed/ degraded routes for an uninterrupted service ensuring maximum up time and service reliability. The network supports multiple ring protection schemes. The network has been designed in such a way that full redundancy is available for bandwidth between any two points.

The whole network is managed by centralized network management system (NMS) and backup facilities located across India. RailTel has got unique advantage to offer the best quality service (QoS) from a single unified network with PAN India presence. This state of art network enables point and click provisioning of the bandwidth and other services from anywhere to anywhere in the country. It enables provisioning of traffic in any granularity from 2 MBPS to multiple of Gbps (n x Gbps) from its country wide strong backbone network.

RailTel has implemented and currently implementing projects of national importance. Few of the Projects are as follows:

**Railway Station Wi-Fi project:** RailTel has implemented Free Wi-Fi services at 6,102 + Railway stations.

**Hospital Management Information System (HMIS):** Indian Railways, with the objective of bringing hospital management on a single architecture to prevent pilferage and making operations seamless has entrusted RailTel with implementation of hospital management information system (HMIS). RailTel has implemented this integrated clinical information system across 699 health facilities of Indian Railways across India for improved hospital administration and patient healthcare.

**National Optical Fiber Network (NOFN):** Democratizing Information through Broadband to Panchayats. BBNL has allotted 11 states comprising of 36,000 panchayats to RailTel which includes the states of Gujarat, Daman & Diu, Dadar & Nagar Haveli in West, Tamil Nadu and Puducherry in South and Meghalaya, Mizoram, Tripura, Arunachal Pradesh, Manipur, Nagaland in North-East.

**NE-I and NE-II under USOF:** The program envisages to lay OFC cable (at least 24 F underground) and provide minimum 2.5 Gbps bandwidth capacity upgradeable up to 10 Gbps.

**National Knowledge Network:** National Knowledge Network (NKN) envisages connecting all higher centres of learning and research by bringing together all stakeholders from science, technology, higher education, healthcare, agriculture and governance to a common platform. RailTel have been selected as one of the implementing partner of the network by providing high capacity bandwidth pipes for the NKN project.

**Enterprise Specific IT & ITES projects:** RailTel has implemented numerous Telecom & IT related projects in the country for various customers across the spectrum incl. Govt/PSU, Enterprises Scope of Work.



## **2. Invitation of Bids**

### **Project Objective**

Through this EoI RailTel intends to select an Implementation Agency for Providing the laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP- Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II).

Further, the rates received in this EoI would hold good for procurement of various components irrespective of the finalized locations.

### **Bid Document Notice**

- Bidder agencies are advised to study this EoI document and subsequent references carefully before submitting their bids in response to the Bid Notice. Submission of a bid in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
- This bid document is not transferable.
- Bidder (authorized signatory) shall submit their offer through packets including technical (including prequalification documents) and financial proposal.

The Assistant General Manager/ Marketing, of RailTel invites the bidders to submit their technical proposals and financial offers for the project of Providing and laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP- Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II) in accordance with conditions and manner prescribed in this EoI and subsequent references.

रेलटेल  
RAILTEL

### **3. Prequalification Criteria and Instructions to Bidders (ITB)**

#### **Prequalification criteria**

The qualification criteria laid within this document shall be met by the bidder, as a Single Firm. A bidder who submits more than one EoI shall be summarily disqualified. The 'Bidder', shall be primarily accountable for the supply, implementation, testing and maintenance of the entire scope of the project.

<b>Sr No</b>	<b>Qualification Criteria</b>	<b>Documentary Evidence</b>
1.	The bidder should be a company registered under Indian Companies Act, 1956 and 2013 or a Partnership Firm registered under Indian Partnership Act, 1932 or a Proprietorship firm or Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008.	Copy of Certificate of Incorporation signed by Authorized Signatory of the Bidder/ certified deed of partnership
2.	The Bidder or its parent firm should have an average annual turnover of at least INR 125 Crores over the last five financial years (i.e. 2017-18, 2018-19, 2019-20, 2020-21, 2021-2022)	Audited Profit & Loss Statements for last five financial years (2017-18, 2018-19, 2019-20, 2020-21, 2021-2022) from the certified chartered accountant clearly stating average turnover.
3.	Bidder or its parent firm should have positive net worth as on 31st March 2022.	Certificate from the Chartered Accountant clearly stating the net worth.
4.	The Bidder should have executed or currently executing project/s of below mentioned value in OFC cable laying and associated works in the last five financial years (i.e. 2017-18, 2018-19, 2019-20, 2020-21, 2021-2022) in India <ol style="list-style-type: none"><li>1. At least one project with a value of 100 % of estimated cost OR</li><li>2. At least two projects with a value of 60 % of estimated cost OR</li><li>3. At least three projects with a value of 40 % of estimated cost</li></ol>	Copy of Work Order and/or Work Completion certificate of the project from respective client clearly stating the scope, current status (percentage completion) and the contact details of the authority.



Sr No	Qualification Criteria	Documentary Evidence
5.	The Bidder should have valid documentary proof of GST registration number and PAN Card.	Copy of GST registration number and PAN card
6.	The Bidder should not have been blacklisted by any Central/State Government Organization or Department in India at the time of submission of the bid.	Declaration by the Bidder as per format given in the bid document

#### Instructions to Bidders (ITB)

Sr No	Information	Details
<b>A. Introduction</b>		
1.	Project Name	Providing and laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP- Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II).
2.	EoI Reference No	RCIL/WR/MUMBAI/Mktg/22-23/04
3.	Bid Type	Limited EoI (for empanelled partners only)
4.	EoI Fees (Non-Refundable)	INR 16,950 + 18% GST to be Paid by RTGS/NEFT/Net Banking
5.	Earnest Money Deposit (EMD)	INR 1,12,00,000/-
6.	EoI Fees & EMD Submission Due Date & Time	16.08.2022 up to 15.00 Hrs
7.	Bank Details of RailTel for the EoI Fees & EMD to be submitted Online	<b>Account Name:</b> RailTel WR Collection Account <b>Bank Name:</b> Union Bank of India <b>Branch Name:</b> Mahalaxmi Branch <b>Account Number:</b> 317801010036605 <b>IFSC Code:</b> UBIN0531782 <b>MICR Code:</b> 400026031
8.	Performance Bank Guarantee as Performance Security	3% of the contract value within one month from the date of the notice of award of the contract or prior to signing of the contract agreement whichever is earlier or as intimated in the work order issued by RailTel.

<b>B. Preparation of Bids</b>		
9.	Language of Bid	English
10.	Bid Validity Period	120 Calendar Days from the Date of Opening of Bid or back to back whichever is later.
11.	Performance Security Validity Period	Valid upto the entire contract period including defect liability period or payment of final bill whichever is later
<b>C. Bid Presentation</b>		
12.	Last date for submission of written queries for clarifications	12.08.2022 up to 12.00 Hrs
13.	Query Submission	To be submitted via e-mail only. Kindly refer EoI notice for E-mail Address.
14.	Contact Person for clarification of Queries	Assistant General Manager/Implementation RailTel Corporation of India Ltd Western Railway Microwave Complex Senapati Bapat Marg, Near Railway Sports Ground, Mahalaxmi, Mumbai – 400013
15.	Contact Information	<b>Contact No:</b> 9004444124 <b>E-mail:</b> viplovnishra@railtelindia.com
16.	Last date (deadline) for receipt of proposals in response to EoI notice	16.08.2022 up to 15.00 Hrs <b>E-Mail Address for Bid Submission:</b> eoi.wr@railtelindia.com
17.	Place, Time and Date of opening of Technical proposals received in response to the EoI notice	16.08.2022 at 15.30 Hrs <b>Address for Technical Opening:</b> RailTel Corporation of India Ltd Western Railway Microwave Complex Senapati Bapat Marg, Near Railway Sports Ground, Mahalaxmi, Mumbai – 400013
18.	Place, Time and Date of opening of Financial proposals received in response to the EoI notice	Will be intimated post Technical Evaluation
19.	Overall evaluation and Final results of EoI	Will be sent through E-Mail to all Participants
<b>D. Evaluation of Bids and Awarding of Contract</b>		
20.	LOI Placement	Will be sent through E-Mail to winning party only
21.	Signing of Contract Agreement	30 days after placement of LOI

#### **Bid Preparation Cost**

The Bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in the conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by RailTel to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. RailTel

will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

This bid does not commit RailTel to award a contract. Further, no reimbursable cost may be incurred in anticipation of award. All materials submitted by the Bidder shall become the property of RailTel/ Stakeholders/ Partners/ Patrons and may be returned at its sole discretion.

#### **Amendment of Bid Document**

At any time before the deadline for submission of bids, RailTel, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid document by an amendment. All the amendments made in the document would be informed to all the participating bidders through email. RailTel also reserves the rights to amend the dates mentioned in this bid for bid process. It will be assumed that the amendments have been taken into account by the Bidder in its bid. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, RailTel may, at its discretion, extend the last date for the receipt of Bids.

#### **Rights to Terminate the Process**

RailTel may terminate the bid process at any time and without assigning any reason. RailTel makes no commitments, express or implied, that this process will result in a business transaction with anyone.

This bid document does not constitute an offer by RailTel. The Bidder's participation in this process may result in RailTel selecting the Bidder to engage in further discussions and negotiations towards execution of a contract. The commencement of such negotiations does not, however, signify a commitment by RailTel to execute a contract or to continue negotiations. RailTel may terminate negotiations at any time without assigning any reason.

#### **Earnest Money Deposit (EMD) and Refund**

EMD is to be submitted as per ITB A Pt 5. EMD can be submitted through RTGS/NEFT/Net Banking on or before the deadline mentioned. In case a bid is submitted without the EMD as mentioned above then RailTel reserves the right to reject the bid without providing opportunity for any further correspondence to the Bidder concerned.

The EMD shall be denominated in Indian Rupees only. No interest shall be paid by RailTel towards the deposited EMD.

EMDs of all bidders barring first three lowest Bids shall be returned immediately after recommendation of bid committee without waiting for their request. EMD of 3<sup>rd</sup> lowest Bidder shall be returned on their written request after recommendation of bid committee. After returning EMD to these two bidders, for any reasons, if these bidders become eligible for contract as per the recommendation of bid Committee, they will not have any right to claim the contract. After issuing acceptance letter to the lowest Bidder, the EMD of 2<sup>nd</sup> lowest Bidder shall be returned immediately without waiting for request. EMD of the successful Bidder will be refunded after submission of Performance Bank Guarantee and compliance & completion of all contractual formalities.

The EMD may be forfeited in any of the following cases:

1. If a Bidder withdraws its bid or increases its quoted prices during the period of bid

- validity or its extended period, if any
2. In the case of a successful Bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time in accordance with the format given in this bid document
  3. During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization
  4. During the bid process, if any information is found wrong / manipulated / hidden in the bid.

The decision of RailTel regarding forfeiture of the EMD and rejection of bid shall be final and shall not be called upon question under any circumstances. Unsuccessful bidder's EMD shall be returned to the unsuccessful bidder within 120 days from the date of opening of the Commercial bid. EMD of Successful bidder will be returned after the award of contract and submission of the performance Bank Guarantee and compliance & completion of all contractual formalities within specified time.

### **Language of Bids**

The Application and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

### **Declaration for Local Content**

Bidder has to submit Self-certification that its Bid meets the Local Content requirement for 'Class - I Local supplier' / 'Class - II Local supplier', as the case may be. The Self-certification shall also have details of the location(s) at which the local value addition is made. In case, bidder does not submit the aforesaid Certification, the bidder will be summarily treated as 'Non Local Supplier'.

In case of procurement for a value in excess of Rs. 10 crores, the 'Class - I Local supplier' / 'Class - II Local supplier' shall have to provide a Certificate from the Statutory Auditor or Cost Auditor of the Company (in case of Companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of Suppliers other than Companies) giving the percentage of Local Content upon Construction of the Project.

In the above pretext, the Class - I Local Supplier, Class - II Local Supplier and the Non-Local Supplier are defined as under:

1. 'Class - I local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class - I local Supplier' under this RFP. The 'local content' requirement to categorize a supplier as 'Class - I local Supplier' is minimum 50%.
2. 'Class -II local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class - II local Supplier' under this RFP. The 'local content' requirement to categorize a supplier as

'Class - II local Supplier' is minimum 20%.

3. 'Non-local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class - II local supplier' under this RFP.

4. 'Local content' means the amount of value added in India which shall be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

### **Documents Comprising of Bids**

Below table is provided as the guideline for submitting various important documents along with the bid. E-Mail subject will have EoI Reference No and description of EoI as subject line along with Company Name. It will contain two file attachments with headings Packet A & Packet B containing respective documents as mentioned in below table.

<b>Sr No</b>	<b>Type of Envelope</b>	<b>Documents to be submitted</b>
01	Pre-Qualification & Technical Bid Folder (Packet A)	<ul style="list-style-type: none"><li>• Cover Letter</li><li>• Board Resolution authorizing the Bidder to sign/ execute the bid as a binding document and also execute all relevant agreements forming part of bid or Power of Attorney executed by the Bidder in favor of the Principal Officer or the duly Authorized Representative, certifying him/her as an authorized signatory for the purpose of this bid (If not submitted would result in summary rejection of the offer)</li><li>• Self-declaration by Authorized Signatory to certify that the products quoted are not end of life for the next 5 years or end of sale products</li><li>• Bidder's Particulars as per specified format</li><li>• All the documentary evidence required as per pre-qualification criteria mentioned in 'Pre-Qualification Criteria' section of this bid</li><li>• Declaration cum Indemnity Bond</li><li>• Valid proofs of EoI Fees &amp; EMD Submission (Snapshots of Bank Statement indicating Payment of the same)</li><li>• Technical Bid in the format specified</li><li>• Project Details</li><li>• Technical Bill of Material (to be provided by the Bidder)</li><li>• Other Documents (as per requirements of the bid)</li><li>• Declaration for Local Content</li></ul>
02	Commercial Bid Folder (Packet B)	<ul style="list-style-type: none"><li>• Price Bid Cover</li><li>• Price Bid</li></ul>

Bidders shall furnish the required information on their Pre-Qualification, technical and financial bids in enclosed formats only. Any deviations in format may make the bid liable for rejection. Disclosure of Commercial information of the bid in Pre-Qualification or Technical



Envelope shall be sufficient grounds for rejection of the bid.

### **Withdrawal of Bids**

A Bidder wishing to withdraw its bid shall notify to RailTel by e-mail prior to the deadline prescribed for bid submission. The notice of withdrawal shall be addressed to RailTel at the address named in the Bid Data Sheet, and bear the Contract name, the <Title> and < Bid No.>, and the words “Bid Withdrawal Notice.” Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a valid submitted bid.

No bid can be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in the Bid Data Sheet. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder’s EMD.

### **Evaluation Process**

The evaluation process of the bid proposed to be adopted by RailTel is indicated in this section. The purpose of this section is to provide the Bidder an idea of the evaluation process that RailTel may adopt.

RailTel shall appoint a Bid Evaluation Committee (BEC) to scrutinize and evaluate the technical and commercial bids received. The BEC will examine the Bids to determine whether they are complete, responsive and whether the bid format conforms to the bid requirements. RailTel may waive any informality or non-conformity in a bid which does not constitute a material deviation according to RailTel.

The bid prices should not be mention in any part of the bid other than the Commercial Bid. Any attempt by a bidder to influence the bid evaluation process may result in the rejection of Bid and forfeiture of EMD.

### **Evaluation of Bids**

1. Consortium is not permitted.
2. Sub-contracting is not permitted. However, the Bidder shall seek prior approval from RailTel for sub-contracting any work, if not already specified in the bid. Such sub-contracting shall not relieve the Bidder from any liability or obligation under the Contract. If approved, however the Bidder shall be solely responsible for the work carried out by subcontracting under the contract.
3. The Financial Bids of only those Bidders, who qualify in the Pre-Qualification & Technical stage, shall be considered and will be evaluated as per the evaluation criteria in this clause by the Bid Evaluation Committee (BEC).
4. The BEC may require verbal/written clarifications from the Bidders to clarify ambiguities and uncertainties arising out of the evaluation of the Bid documents (to be stated precisely as it should be in RailTel’s interest).
5. RailTel reserves the right to further negotiate with the Bidders post the Price Opening with any of the Bidders

### **Opening of Technical Bid**

1. RailTel shall open the Technical Bids in public, in the presence of Bidders' designated representatives and anyone who chooses to attend, at the address, and at the date and time specified.
2. Only bids that are opened and read out at the bid opening and whose EoI Fees & EMD has been paid shall be considered further.
3. All the bids shall be opened one at a time, reading out the name of the Bidder, submission of EoI Fees, and any other details as RailTel may consider appropriate.
4. RailTel shall prepare a record of the bid opening that shall include, at a minimum: the name of the Bidder and the presence or absence of EMD. The Bidders' representatives who are present shall be requested to sign the attendance sheet.
5. Authorization letter in the name of the person attending bid opening meeting needs to be submitted on the letterhead of the Bidder during bid opening.
6. Once the bids are opened each bid will be checked for pre-qualification and technical criteria.

### **Opening of Commercial Bid**

1. The Commercial bids shall not be opened by RailTel until the evaluations of the Technical Bids have been completed.
2. After the technical evaluation is completed and RailTel has issued its no objection (if applicable), RailTel shall notify those Bidders whose proposals did not pass the technical evaluation or were considered as non-responsive to the Bid Document and scope of work, that their Financial Proposals will not be opened.
3. RailTel shall simultaneously notify in writing to bidders who have cleared the technical evaluation, the date, time and location for opening the Financial Proposals. The opening date would allow Bidders sufficient time to make arrangements for attending the opening. Bidders' attendance at the opening of Financial Proposals is optional.
4. RailTel shall prepare a record of the bid opening that shall include, at a minimum: the name of the Bidder and the bid Price, and any other details as RailTel may consider appropriate. The Bidders' representatives who are present shall be requested to sign the attendance sheet.
5. Financial Proposals shall be opened publicly in the presence of the Technically Qualified Bidders' representatives who choose to attend. The name of the Technically Qualified Bidders shall be read aloud.
6. Commercial Bids from bidders who have failed to qualify in evaluation of the technical bid will not be opened.
7. Only bids that are opened and read out at the bid opening shall be considered further.
8. Authorization letter in the name of the person attending bid opening needs to be submitted on the letterhead of the Bidder during bid opening.
9. The Commercial Bids will be evaluated by RailTel for completeness and accuracy.
10. Activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

### **Rights to Accept/Reject any or all Bids**

1. Notwithstanding anything contained in this EoI, RailTel reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
2. RailTel reserves the right to reject any Application and/ or Bid if:
  - a. at any time, a misrepresentation is made or uncovered, or
  - b. the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Application.
3. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof including the concession thereby granted by RailTel, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made any misrepresentation or has given any incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Successful Bidder either by issue of the LOA (Letter of Approval) or entering into of the Agreement, and if the Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this EoI, be liable to be terminated, by a communication in writing by RailTel to the Bidder, without Bidder being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which RailTel may have under this EoI, the Bidding Documents, the Concession Agreement or under applicable law. RailTel reserves the right to verify all statements, information and documents submitted by the Bidder in response to the EoI. Any such verification or lack of such verification by RailTel shall not relieve Bidder of its obligations or liabilities hereunder nor will it affect any rights of RailTel there under.
4. The bid shall be rejected if the bidder-
  - a. Stipulates the validity period less than 120 days.
  - b. Stipulates own condition/conditions.

#### **Amendment of Bid Document**

At any time prior to the deadline for submission of Application, RailTel may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the EoI by the issuance of Addendum. Any Addendum thus issued will be sent in writing/ Fax/ Email to all those to whom EoI is issued by RailTel. In order to afford the Bidder a reasonable time for taking an Addendum into account, or for any other reason, RailTel may, in its sole discretion, extend the Submission Due Date.

#### **Notifications of awards and Signing of Contract**

Prior to the expiration of the period of bid validity, the Bidder will be notified in writing or by FAX/email that their bid has been accepted. At the time RailTel notifies the successful Bidder that its bid has been accepted, RailTel will send the Bidders the proforma for Contract,



incorporating all clauses/agreements between the parties. The successful Bidder shall sign and date the Contract and return it to RailTel. Draft Format of the contract has been included in the bid document.

### **Performance Bank Guarantee**

The Bidder shall at his own expense, deposit with RailTel, an unconditional and irrevocable Performance Bank Guarantee (PBG) from nationalized banks as per the format given in this bid, payable on demand, for the due performance and fulfillment of the contract by the Bidder.

This Performance Bank Guarantee will be submitted within 30 days of the notification of award of the contract/ Letter of Acceptance (LOA) issuance whichever is earlier. If PBG is not submitted within this time frame a delayed PBG penalty will be attracted. Post 30 days and upto 60 days from date of notification of award of the contract/ Letter of Acceptance (LOA) issuance a penalty at 15% per annum interest of LOA amount will be levied as delayed PBG penalty and this penalty will be deducted from the Invoices & EMD of the Bidder. After these 60 days if PBG is not submitted then it will be assumed that the Bidder is not interested in submitting PBG and the Amount of PBG along with the delayed PBG penalty calculated will be retained from Invoices & EMD of the Bidder. Non submission of PBG can also lead to cancellation of contract and the decision with respect to whether, to retain the PBG Amount and penalty from Invoices & EMD or cancellation of contract, will be at the sole discretion of RailTel. In the event of cancellation of contract EMD will be forfeited. If PBG is retained from Invoices & EMD then the PBG Amount only and not the penalty attracted will be paid to the Bidder in such a case post the contract period plus three months(expected PBG validity date) are over after deducting any applicable deductions (eg: Poor service, etc).

This Performance Bank Guarantee will be for an amount equivalent to 3% of the total contract value. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the Bidder. The Performance Bank Guarantee format can be found in this document.

The Performance Bank Guarantee may be discharged/ returned by RailTel upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.

In the event of the Bidder being unable to service the contract for whatever reason, RailTel would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of RailTel under the Contract in the matter, the proceeds of the PBG shall be payable to RailTel as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. RailTel shall notify the Bidder in writing of the exercise of its right to receive such compensation within 30 days, indicating the contractual obligation(s) for which the Bidder is in default.

The 30days' notice period shall be considered as the 'Cure Period' to facilitate the Implementation Agency to cure the breach. The PBG shall be invoked only if the breach is solely attributable to the bidder and the bidder fails to rectify the breach within the 'Cure Period'.

RailTel shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to the Bidder, the equivalent value of any

payment made to the Bidder due to inadvertence, error, collusion, misconstruction or misstatement.

**Failure to agree with the Terms and Conditions of the Bid/Contract**

Failure of the Bidder to agree with the Terms and Conditions of the bid/Contract shall constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next most responsive Bidder (i.e. L2 Bidder). In such a case, RailTel shall invoke the PBG of the most responsive Bidder (i.e. L1 Bidder).

**Terms and Conditions of the Bid**

Bidder is required to go through thoroughly the complete EoI document, for all the terms and conditions to be adhered by the successful Bidder during Project Implementation and Post implementation period.



#### **4. Scope of Work:**

##### **Project Objective**

RailTel wishes to engage an agency (referred to as “Service Provider”, “Selected Agency”, “Vendor”, and “Bidder”) for Providing the laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP- Gujarat boarder) to km 844.800 of Delhi-Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II) according to the requirements, specifications and bill of quantities in the bid document.

RailTel is planning to participate in a Tender Floated by National Highways Logistics Management Limited (NHLML) for Providing the laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP- Gujarat boarder) to km 844.800 of Delhi-Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra (Package-II) vide Tender Reference No: NHLML/OFC/Pkg-2/2022 Dated. 04.02.2022.

##### **Summary of Scope**

Providing the laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP- Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra

##### **Proposed Scope of Work**

RailTel wishes to utilize the services of an Implementation Agency (hereafter referred to as “Implementation Agency”/“IA”/“Selected Agency”/“Vendor”/“Bidder”) for Providing the laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP- Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. The project is envisaged to be implemented in a period as specified in the referred tender and any of its addendums/corrigendums/additional documents as encompassed in the tender. The Technical details of Scope encompassed may be referred in the NHLML Tender, its addendums/ corrigendum/ any other documents published by NHLML issued vide Tender Reference No: NHLML/OFC/Pkg-2/2022 Dated. 04.02.2022. 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.

## **5. Payment Terms, Timelines & SLA**

All the Payment Terms, Timelines and SLA will be back to back as per End Customer Tender document referred in Scope of Work. However following clauses override this EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI:

- 1) Payments will be processed post furnishing appropriate Invoices which are compliant as per statutory norms
- 2) Once RailTel receives payment from its End Customers the Payments appropriately as per Invoices received will be processed and released after 45 days.
- 3) No payments will be made in Advance.



## **6. Annexure I: Instructions & Pre-Qualification Bid Formats**

### **Pre-Qualification Cover Letter**

**Date:** dd/mm/yyyy

To  
Assistant General Manager/ Marketing  
RailTel Corporation of India Ltd  
Western Railway Microwave Complex  
Senapati Bapat Marg, Near Railway Sports Ground  
Mahalaxmi, Mumbai – 400013

**Sub:** Selection of Implementation Agency for Providing and laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP- Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II)

**Ref:** Bid No: <No> Dated <DD/MM/YYYY>

Dear Sir,

Having examined the EoI Document (and the referred documents/ clarification / corrigendum issued thereafter, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the Bid Document for Providing the laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP- Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II).

We attach hereto our responses to pre-qualification requirements and technical & commercial proposals as required by the Bid Document. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to RailTel and its end customers, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the Bid Document (& referred Documents, subsequent clarification / addendums / corrigendums, if any) document and also agree to abide by this EoI response for a period of 120 days from the date fixed for bid opening. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed the Bid

Document.

We agree that you are not bound to accept any EoI response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the EoI response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

TelephoneandFax :

E-mailaddress :

रेलटेल  
RAILTEL

### Format to share Bidder's Particulars

Sr. No	Description	Details(to be filled by the responder to the Bid)
1.	Name of the company	
2.	Official address	
3.	Phone No. And Fax No.	
4.	Corporate Headquarters Address	
5.	Phone No. And Fax No.	
6.	Web Site Address	
7.	Details of Company's Registration (Please enclose copy of the company registration document)	
8.	Name of Registration Authority	
9.	Registration Number and Year of Registration	
11.	GST registration No.	
12.	Permanent Account Number (PAN)	
13.	Company's Revenue for last 5 years (Year wise)	
14.	Company's net worth for the last year (Year wise)	

Please submit the relevant proofs for all the details mentioned above along with your bid response.

### Contact Details of officials for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Phone		
Mobile		
Fax		
E-mail		

**Format for Declaration by the Bidder for not being Blacklisted / Debarred**

(On Stamp Paper of Rs 500)

**DECLARATION CUM-INDEMNITY BOND**

**Date:** dd/mm/yyyy

I, \_\_\_\_\_ of, \_\_\_\_\_ do hereby declared and undertake as under.

1. I declared that I have submitted certificates as required to Executive Engineer (Monitoring) at the time of registration of my firm / company \_\_\_\_\_ and there is no change in the contents of the certificates that are submitted at the time of registration.
2. I declared that I \_\_\_\_\_ in capacity as Manager / Director / Partners / Proprietors of \_\_\_\_\_ has not been charged with any prohibitory and /or penal action such as demotion, suspension, black listing / de- registration or any other action under the law by any Government and / or Semi Government and/ or Government Undertaking.
3. I declared that, I have perused and examined the EoI document including addendum, condition of contract, specification, drawings, bill of quantity etc. forming part of EoI and accordingly, I submit my offer to execute the work as per EoI documents at the rates quoted by me in capacity as \_\_\_\_\_ of \_\_\_\_\_.
4. I further declared that if, I am allotted the work and I failed to carry out the allotted work in accordance with the terms and conditions and within the time prescribed and specified, RailTel is entitled to carry out the work allotted to me by any other means at my risk and cost, at any stage of the contract.
5. I also declared that I will not claim any charge / damages / compensation for non-availability of site for the contract work at any time.
6. I Indemnify RailTel and its stakeholders/ partners/ patrons for any Damages, Loss, or Injury, any legal suit, proceeding or legal action whatsoever that may be caused at any time by me or any other staff of \_\_\_\_\_ company, for the work undertaken and all such damage, damages, injury or loss, legal suit, legal action, I shall be solely responsible in individual as well as official capacity and such loss, damages, injury shall be made good and/ or as the case may be shall be paid immediately by me / Company to the satisfaction of the RailTel and its stakeholders/ partners/ patrons.

Dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Identified by me

Before me

<Advocate>



## **7. Annexure II: Instructions & Technical Bid Document Formats**

### **General Instructions for the Technical Bid**

Bidders have to submit a very structured and organized technical bid, which will be analyzed by the Technical Evaluation Committee for different compliances with regards to the requirements of the project.

Bidder is expected to divide its Bid in following sections / documents:

#### **A. Bidder's Competence to execute the project**

This document should bring about the capability of the firm to execute this project.

Some of the required documents are as follows:

- Financial Capability of the Bidder and supporting documents
- Experience of Bidder of implementing similar/same applications or in supply of similar/same hardware components
- Quality of similar domain experts available with the firm

#### **B. Proposed Team for the Project**

Bidder may propose different people for different skill-sets required and different responsibilities (during Project Implementation and Post-Implementation). Following documentation is expected in this section:

- Overall Project Team (for both Project Implementation and Support phases)
- Escalation Chart for the entire Project Duration
- Summary Table giving Qualification, Experiences, Certifications, Relevance

#### **C. Technical Solution Proposed for the Project**

Broad areas to be covered in the Technical Solution documentation are given below:

- Bill of Material: This document should give details of all the proposed components, without specifying the costs. Please note that the bid shall get disqualified if Bidder gives price details in the technical document.
- Describe the proposed Technical Solution in a structured manner. Following should be captured in the same:
  - Clear articulation and description of the design and technical solution and various components
  - Reasoning for selection of the proposed technology over other options.
  - Extent of compliance to technical requirements specified in the scope of work
- Strength of the Bidder to provide services including examples or case-studies of similar solutions deployed for other clients
- Clearly articulate the Strategy and Approach and Methodology for Installation, Configuration and Implementation of the project.
- Approach and Methodology for Management of SLA Requirements specified in the bid. Bidder is required to clearly articulate how the SLA requirements would be adhered.
- Detailed Project Plan with timelines, milestones etc. for supply, installation and commissioning of the various project components.

**Format to share Project Details**

<b>Name of the Project:</b>	
<b>General Information</b>	
Client for which the project was executed	
Name of the client contact person(s)	
Designation of client contact person(s)	
Contact details of the client contact person(s)	
<b>Project Details</b>	
Description of the project	
Scope of work of the Bidder	
Deliverables of the Bidder	
Technologies used	
Current Status of the project	
<b>Other Details</b>	
Total cost of the project	
Total cost of the services provided by the Bidder	
Duration of the project (number of months, start date, completion date, current status)	
Other Relevant Information	
<b>Mandatory Supporting Documents:</b>	
Work order / Purchase order / Contract for the project/ Client Certificate giving present status of the project and view of the quality of services by the Bidder	

**Note:** The Bidder is required to use above format for all the projects referenced by the Bidder for the pre- qualification criteria and technical bid evaluation.

### **Technical Bill of Material and Bill of Quantity (To be provided by the Bidder)**

1. The Bidder shall submit the technical proposal including the BoM with 'Make' and 'Model' details excluding the cost.
2. The Bidders can add additional line items as per their requirements
3. Bidder should not share any bid price information in the technical bid
4. Hardware specifications should be as per the specifications mentioned in Annexure.
5. The quantity required may vary by +10% during the course of execution of the project.
6. The unit rate quoted in the financial bid will be used to calculate the price of the varied component.

### **Indicative Bill of Materials:**

As per formats specified in referred documents including all of its addendums / corrigendums / additional documents as mentioned in Scope of Work

**Note:** It is mandatory to fill up complete information in above table. No price shall be quoted. Also Make and Model to comply as per NHLML Tender referred.

रेलटेल  
RAILTEL

## **8. Annexure III: Instructions & Commercial Bid Formats**

### **Commercial Bid Cover Letter**

**Date:** dd/mm/yyyy

To

Assistant General Manager/ Marketing  
RailTel Corporation of India Ltd  
Western Railway Microwave Complex  
Senapati Bapat Marg, Near Railway Sports Ground  
Mahalaxmi, Mumbai – 400013

**Sub:** Selection of Service Provider for the Project “Providing and laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP- Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II)”

**Ref:** BidNo:<No> Dated <DD/MM/YYYY>

Dear Sir,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of ‘Providing the laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP- Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II)’ do hereby propose to provide services as specified in the bid referred above.

#### **1. PRICE AND VALIDITY**

- All the prices mentioned in our bid are in accordance with the terms as specified in the bid documents. All the prices and other terms and conditions of this bid are valid for a period of 120 calendar days from the date of opening of the Bids and back to back as per scope of work whichever is later.
- We hereby confirm that our bid prices include all taxes. Taxes are quoted separately under relevant sections, as specified in the bid formats.
- We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other Corporate Tax in altered under the law, we shall pay the same.

#### **2. UNIT RATES**

We have indicated in the relevant schedules enclosed, the unit rates for the purpose of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

#### **3. DEVIATIONS**

We declare that all the services shall be performed strictly in accordance with the bid documents and there are no deviations.

#### **4. QUALIFYING DATA**

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

#### **5. BID PRICE**

We declare that our Bid Price is for the entire scope of the work as specified in the bid document. These prices are indicated in the subsequent sub-sections of this Section.

#### **6. CONTRACT PERFORMANCE GUARANTEE BOND**

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Bank Guarantee in the form prescribed in the bid.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept a bid you receive. We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully,

(Signature of the Authorised Signatory)

Name:

Designation:

Seal:

Date:

Place:

Business Address:

रेलटेल  
RAILTEL

## **Commercial Bid Format and Instructions**

The Bidder has to quote the rate in the BoQ table. The price shall be inclusive of Goods & Services Tax as applicable under the relevant Laws of India.

BoQ Table will be as per formats specified in referred documents including all of its addendums / corrigendums / additional documents as mentioned in Scope of Work.

### **Note:**

1. Bidder is required to do POC of the hardware during the technical evaluation or post Award of contract as per RailTel's discretion.
2. The Bidder will quote both for Implementation cost and the Operations and Maintenance cost.
3. RailTel to scale up and scale down resources based on requirements. Any line items may be removed from the scope based on RailTel's discretion.
4. All the prices are to be entered in Indian Rupees ONLY.
5. Prices indicated in the schedules shall be inclusive of all taxes, Levies, duties etc. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever asked for.
6. During the payment stage, RailTel reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
7. The Bidder needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items. No additional/separate payment shall be made regarding the same.
8. For the purpose of evaluation of Commercial Bids, RailTel shall make appropriate assumptions to arrive at a common bid price for all the Bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the Bidder.
9. The Contract Price shall be firm and not subject to any alteration.
10. The Bidder should be deemed to have satisfied itself as to the correctness and sufficiency of the contract price, which shall, except as otherwise provided for in the contract, cover all its obligations under the contract.
11. Please note invitation of price discovery rate for future requirements does not imply guarantee of any additional work or any increase in scope. The price discovery rates are being invited to meet any exigency requirements if a need emerges during the period of contract with respect to deployment of additional manpower resources.
12. Wherever present, the items mentioned as Lump Sum in above table will have quantity as  
1. However, the bidder should consider the same as Lump Sum and submit the commercials.
13. No advance payment shall be made towards any activity

## **9. Annexure IV: Complete EoI Examination & Nil Deviation Certificate**

To  
Assistant General Manager/ Marketing  
RailTel Corporation of India Ltd  
Western Railway Microwave Complex  
Senapati Bapat Marg, Near Railway Sports Ground  
Mahalaxmi, Mumbai – 400013

**Sub:** Complete EoI Examination & Nil Deviation Certificate

**Ref:** EoI Number: \_\_\_\_\_ **Dated:** \_\_\_\_\_

Dear Sir,

We <Bidder Name> having completely examined the referred EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI, conclude that we have understood the Terms & Conditions of the EoI and its subsequent addendums & corrigendum (if any) and any other documents/its addendums/corrigendum referred in this EoI. We declare that we have sought all clarifications for the same from RailTel or its end customer for anything contained in this EoI & any other documents/its addendums/ corrigendum referred in this EoI and have been satisfied with the clarifications to the fullest extent and there are no terms, clauses, conditions, etc which are ambiguous.

We also declare that there is no deviation from adhering to anything that is contained in this EoI and any other documents/its addendums/corrigendum referred in this EoI and that any deviation later raised by us shall lead to forfeiture of the Bid/Contract at complete discretion of RailTel.

Signature of Authorized Signatory (with official seal)

Name :  
Designation :  
Address :  
Telephone and Fax :  
E-mail address :

## **10. Annexure V: Back to Back Compliance Certificate**

To

Assistant General Manager/ Marketing  
RailTel Corporation of India Ltd  
Western Railway Microwave Complex  
Senapati Bapat Marg, Near Railway Sports Ground  
Mahalaxmi, Mumbai – 400013

**Sub:** Complete back to back Compliance Certificate

**Ref:** 1) EoI Number: \_\_\_\_\_ Dated: \_\_\_\_\_

2) Tender Reference No: NHLML/OFC/Pkg-2/2022 Dated. 04.02.2022 and all of its corrigendums & published documents

Dear Sir,

Considering reference 1 & 2 we would like to declare that we have read and understood the EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI thoroughly. We would like to give you our back to back compliance for all the tender terms and conditions, clauses, timelines, deliverables and anything explicitly mentioned in the EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI.

Signature of Authorized Signatory (with official seal)

Name :  
Designation :  
Address :  
Telephone and Fax :  
E-mail address :

रेलटेल  
RAILTEL



## **11. Annexure VI: Draft Non-Disclosure Agreement**

(To be submitted on a Rs. 100 Stamp Paper)

This Non-Disclosure Agreement (“Non-Disc”) is made and entered into \_\_\_\_\_ day of \_\_\_\_\_ month \_\_\_\_\_ year (effective date) by and between \_\_\_\_\_ (“Department”) and \_\_\_\_\_ (“Company”). Whereas, Department and Company have entered into an Agreement (“Agreement”) \_\_\_\_\_ effective \_\_\_\_\_ for \_\_\_\_\_ and \_\_\_\_\_

Whereas, each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, (“CONFIDENTIAL INFORMATION”).

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

### **1. Definitions. As used herein:**

- a. The term “Confidential Information” shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer and prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party’s data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the Department’s information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.
- b. The term, “Department” shall include the officers, employees, agents, consultants, contractors and representatives of Department.
- c. The term, “Company” shall include the directors, officers, employees, agents, consultants, contractors and representatives of Company, including its applicable affiliates and subsidiary companies.

### **2. Protection of Confidential Information:** With respect to any Confidential Information disclosed to it or to which it has access, Company affirms that it shall:

- b. Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;
- c. Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information than the parties take to protect the

confidentiality of its own proprietary and confidential information and that of its clients;

- d. Not to make or retain copy of any commercial or marketing plans, citizen/users/persons/customers database, Bids developed by or originating from Department or any of the prospective clients of Department except as necessary, under prior written intimation from Department, in connection with the Project, and ensure that any such copy is immediately returned to Department even without express demand from Department to do so;
  - e. Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
  - f. Return to the other party, or destroy, at Department's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or  
(ii) the request of the other party therefore.
  - g. Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between Department and Company or the nature of services to be provided by the Company to the Department.
3. **Onus.** Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.
4. **Exceptions.** These restrictions as enumerated in section 1 of this Agreement shall not apply to any Confidential Information:
- a. Which is independently developed by Company or lawfully received from another source free of restriction and without breach of this Agreement; or
  - b. After it has become generally available to the public without breach of this Agreement by Company; or
  - c. Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party's possession; or
  - d. Which Department agrees in writing is free of such restrictions.
  - e. Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;
5. **Remedies.** Company acknowledges that
- (a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to Department;
  - (b) Company affirms that damages from such disclosure or use by it may be impossible to measure accurately; and
  - (c) injury sustained by Department may be impossible to calculate and remedy fully. Therefore, Company acknowledges that in the event of such a breach, Department shall be entitled to specific performance by Company of Company's obligations contained in this Agreement. In addition, Company shall indemnify Department of the actual and liquidated

damages which may be demanded by Department. Moreover, Department shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.

6. **Need to Know.** Company shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.
7. **Intellectual Property Rights Protection.** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
8. **No Conflict.** The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
9. **Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
10. **Dispute Resolution.** If any difference or dispute arises between the Department and the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred appropriately to RailTel/ stakeholders/ partners/ patrons
  - a. The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration and Conciliation Act, 1996 and amendments thereof.
  - b. The place of arbitration shall be Mumbai.
  - c. The arbitrator's award shall be substantiated in writing and binding on the parties.
  - d. The proceedings of arbitration shall be conducted in English language.
  - e. The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.
11. **Governing Law.** This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at Mumbai, India only.
12. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.
13. **Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
14. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
15. **Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect,

such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.

- 16. Waiver.** If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
- 17. Survival.** Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.
- 18. Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years Company shall not solicit or attempt to solicit Department's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to Department with any employee and/or consultant of the Department who has knowledge of the Confidential Information, without the prior written consent of Department. This section will survive irrespective of the fact whether there exists a commercial relationship between Company and Department.
- 19. Term.** Subject to aforesaid section 17, this Agreement shall remain valid up to \_\_\_\_\_ years from the "effective date".

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For Department

Name:

Title:

WITNESSES:

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

For Company

Name:

Title:

WITNESSES:

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

## **12. Annexure VII: Performance Bank Guarantee Format**

(For a sum of 3% of the value of the contract)

(Stamp Duty to be confirmed by RailTel in co-ordination with RailTel's Legal Department)

Ref. No. :

Date :

Bank Guarantee No. :

To

<Insert complete postal address>

THIS INDENTURE made this <current date> day of < current Month> 2020, BETWEEN THE <Bank Name>, a Company incorporated and registered under the Indian companies act, 1913 and deemed to exist within the companies Act 1956, and governed by the Banking Regulation Act, 1949 and having its registered office at <Address>, and its corporate office at <Address>, India and having one of its Branch Office at <Mumbai Branch Office> (hereinafter referred to as "the Bank" which expression shall be deemed to includes its successors and assigns) of the first part and <Bidders Company Name> a company incorporated under the Indian Companies Act 1956 having its Registered Office at <Address>, Corporate Office at <Address> and its Regional Office at <Mumbai Office Address> (hereinafter referred to as 'the Contractor/s') of the second part and RailTel Corporation of India Ltd (hereinafter referred to as 'RailTel') of the third part WHEREAS the Contractor/s have submitted to RailTel EoI/Quotation for the execution of Providing the laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP- Gujarat boarder) to km 844.800 of Delhi- Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II) Dated <Date of EoI> and the terms of such EoI/Tender/Quotation/contract require that the Contractor/s shall deposit with RailTel as the security a sum of Rs. <Amount>/- (in figures and words<in words> only Including all Taxes and contingencies and any other costs mentioned as per LOI and RailTel Terms)AND WHEREAS if and when any such EoI/Tender/Quotation is accepted by RailTel the contract to be entered into in furtherance thereof by the Contractor/s will provide that such deposit shall remain with and be appropriated by RailTel towards the security deposit to be taken under the contract and be redeemable by the Contractors/ if they shall duly and faithfully carry out the terms and provision of such contract and shall duly satisfy all claims properly chargeable against them there under AND WHEREAS the Contractor/s are constituents of the Bank and in order to facilitate the keeping of the accounts of the Contractor/s, the Bank with the consent and concurrence of the Contractor/s has requested RailTel to accept the Guarantee of the Bank hereinafter contained, in place of the Contractor/s depositing with RailTel the said sum as security as aforesaid AND WHERE AS accordingly <Bank Name>has agreed to accept claim from RailTel upon demand in writing, whenever required by him, from time to time upto <Date (contract period + 3 months)> so to do, a sum not exceeding in the whole Rs. <Amount>/- (in figures and words <in words> only incl of Tax) under the terms of the said EoI/Tender/Quotation and/ or the Contract. The Bank Guarantee is

valid up to <Date (contract period + 3 months)>.

Notwithstanding anything what has been stated above, <Bank Name> liability under the above guarantee is restricted to Rs. <Amount>/- (in figures and words <in words>only incl of Tax) and guarantee shall remain in force up to <Date (contract period + 3 months)> unless the demand or claim under this guarantee is made on us and we receive in writing on or before <Date (contract period + 3 months)> all your rights under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter whether or not the original bank guarantee is returned to us.

In witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this ..... day of 2022 at .....

For <Bank Name>

For<Company Name>

Authorized Signatories

EMP No. \_\_\_\_\_

Authorized Signatories

EMP No. \_\_\_\_\_

रेलटेल  
RAILTEL



### **13. Annexure VIII: Contract Agreement**

(To be executed on Rs. 500/- Stamp Paper post award of Contract within 30 days of placement of LOI)

#### **1. Overview:**

The document below Dated ..... describes the Agreement between the RailTel Corporation of India Limited a company having its registered office at Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 and Regional Office at Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi, Mumbai – 400013 called herein after “BUYER/ PURCHASER/ RailTel” and <Company Name> having its office at <Address> as “SELLER/ SERVICE PROVIDER”. It includes the critical success factors and performance indicators to help evaluate Seller’s effort in providing the desired results.

#### **2. Scope of Work:**

The Scope of Work includes Providing the laying of Optical Fiber Cable (OFC) and its allied Infrastructure from km 697.220 (MP- Gujarat boarder) to km 844.800 of Delhi-Vadodara expressway and from km 26.600 to 378.722 of Mumbai – Vadodara Expressway and from km 0.000 to 79.900 of spur to JNPT on EPC mode in the State of Gujarat and Maharashtra. (Package-II) as per Supply Order/ LOI issued vide Buyer’s letter No.<LOI No> dt <Dated>.

#### **3. Term of the Contract Agreement**

The term of this Contract Agreement shall be a period of <specify period of contract> years from the date of execution of this Agreement. This includes the time required for Implementation and Operations and Maintenance Support.

In the event of implementation period getting extended beyond the stipulated time, for reasons not attributable to the Service Provider, RailTel reserves the right to extend the term of the Agreement by a suitable period without mutual consensus to allow validity of contract from the date of operational acceptance.

#### **4. Payment, Taxes & Claims**

Under no circumstances whatever the Service Provider shall be entitled to any compensation from RailTel on any account unless the Service Provider shall have

submitted a claim in writing to RailTel within 30 days of the case of such claim occurring.

It is agreed that the RailTel or its representative or Officer shall not be liable to pay any interest or damage with respect of any moneys or balance which may be in its or its representative's or officer's hands owing to any dispute or difference or claim or misunderstanding between the RailTel or its representative or Officer on the one hand and the Buyer on the other, or with respect to any delay on the part of the RailTel or representative or Officers in making periodical or final payments or in any other respect whatever.

### **Variations**

RailTel shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order, in writing, Variations within the scope of the Works RailTel considers necessary or advisable during the progress of the Contract. Such Variations shall form part of the Contract and the Service Provider shall carry them out and include them in updated Programmes produced by the Service Provider. Written confirmations of such variation of orders will be given.

### **Payment for Variations**

The rates for Variation items as specified in the Bill of Quantities will be considered as base and the Service Provider shall carry out such work at the same rate.

## **5. Proprietary data**

All documents and other information supplied by the Authority or submitted by a Service Provider to RailTel Authority shall remain or become the property of RailTel/ Stakeholders/ Partners/ Patrons. Service Provider are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. RailTel Authority will not return any Application or any information provided along therewith.

## **6. Taxes**

G.S.T. and other state levies/ cess which are not subsumed under GST will be applicable. It is clearly understood that RailTel will not bear any additional liability towards payment of any Taxes & Duties.

Rates accepted by RailTel shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates, increase in taxes/ any other levies/ tolls etc. Except that payment/ recovery for overall market situation



shall be made as per price variation.

## **7. Publicity**

Any publicity by the Service Provider in which the name of RailTel is to be used should be done with the explicit written permission of Executive Director/ Western Region of RailTel Corporation of India Ltd.

## **8. Force Majeure**

The Service Provider shall not be liable for forfeiture of its Performance Guarantee, imposition of liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the "reasonable" control of the Service Provider, not involving the Service Provider's fault or negligence and not foreseeable. Unforeseen circumstances or causes beyond the control of the Implementation Agency include but are not limited to acts of God, war, riot, acts of civil or military authorities, fire, floods, accidents, terrorist activity, strikes or shortages of transportation facilities, fuel, energy, labor or material.

For the Service Provider to take benefit of this clause it is a condition precedent that the Implementation Agency must promptly notify RailTel, in writing of such conditions and the cause thereof within five calendar days of the arising of the Force Majeure event. RailTel, or the consultant / committee appointed by RailTel shall study the submission of the Service Provider and inform whether the situation can be qualified one of Force Majeure. Unless otherwise directed by RailTel in writing, the Service Provider shall continue to perform its obligations under the resultant Agreement as far as it is reasonably practical, and shall seek all reasonable alternative means for performance of services not prevented by the existence of a Force Majeure event.

In the event of delay in performance attributable to the presence of a force majeure event, the time for performance shall be extended by a period(s) equivalent to the duration of such delay. If the duration of delay continues beyond a period of 30 days, RailTel and the Service Provider shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding anything to the contrary mentioned above, the decision of RailTel shall be final and binding on the Service Provider.

## **9. Arbitration & Governing Laws:**

Any dispute between the parties shall be resolved mutually by the parties.

If the dispute cannot be resolved by mutual consultation between the parties, the same shall be resolved by an Arbitrator who shall be the Chief Managing Director of the Seller.

This agreement shall be covered and constructed in accordance with Laws of India including without limitation, the relevant Central and State Acts and Rules, Regulations and Notifications issued and amended there under from time to time.

All disputes shall have jurisdiction of courts at Delhi, unless otherwise provided under the terms of agreement for arbitration or other recourse.

## **10. Termination of contract**

RailTel may, without prejudice to any other remedy under this Contract and applicable law, reserves the right to terminate for breach of contract by providing a written notice of 30 days stating the reason for default to the Service Provider and terminate the contract either in whole or in part:

- i. If the Service Provider fails to deliver any or all of the project requirements / operationalization / Operational Acceptance of project within the time frame specified in the contract; or
- ii. If the Service Provider fails to perform any other obligation(s) under the contract.

Prior to providing a notice of termination to the Service Provider, RailTel shall provide the Service Provider with a written notice of 30 days instructing the Service Provider to cure any breach/ default of the Contract, if RailTel is of the view that the breach may be rectified.

On failure of the Service Provider to rectify such breach within 30 days, RailTel may terminate the contract by providing a written notice of 30 days to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to RailTel. In such an event the Service Provider shall be liable for penalty imposed by RailTel.

In the event of termination of this contract for any reason whatsoever, RailTel is entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the services which the Service Provider shall be obliged to comply with and take all available steps to minimize the loss resulting from that termination/ breach, and further allow and provide all such

assistance to RailTel and/ or succeeding vendor, as may be required, to take over the obligations of the Service Provider in relation to the execution/ continued execution of the requirements of this contract.

## **11. Termination for Convenience**

RailTel, by notice sent to Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for RailTel's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.

The deliverables/ Services that are complete and ready for delivery within twenty-eight (28) days after the Service Provider's receipt of notice of termination shall be accepted by RailTel at the Contract terms and prices. For the remaining deliverables/ services, RailTel may elect:

- i. to have any portion completed and delivered at the Contract terms and prices; and/or
- ii. to cancel the remainder and pay to the Service Provider an agreed amount for partially completed deliverables and Related Services.

## **12. Miscellaneous Terms:**

### **Sub Contracts**

Sub-contracting is not permitted. The Service Provider shall seek prior approval from RailTel for sub- contracting any work, if not already specified in the bid. However, such sub-contracting shall not relieve the Service Provider from any liability or obligation under the Contract. If approved, however the Service Provider shall be solely responsible for the work carried out by subcontracting under the contract.

### **Waiver**

A waiver of any provision or breach of this Agreement must be in writing and signed by an authorized official of the Party executing the same. No such waiver shall be construed to affect or imply a subsequent waiver of the same provision or subsequent breach of this Agreement.

### **Confidentiality**

"Confidential Information" means all information including Project Data (whether in written, oral, electronic or other format) which relates to the technical, financial and operational affairs, business rules, citizen information, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the

other Party or its subcontractors (whether a Party to the contract or to the SLA) in the course of or in connection with the contract (including without limitation such information received during negotiations, location visits and meetings in connection with the contract or to the SLA) or pursuant to the contract to be signed subsequently.

Except with the prior written permission of RailTel, the Service Provider (including all partners) and its Personnel shall not disclose such confidential information to any person or entity not expected to know such information by default of being associated with the project, nor shall the Service Provider and its Personnel make public the recommendations formulated in the course of, or as a result of the project. In matters pertaining to privacy of data, the Service Provider (including all partners) shall not use any data for analytical/commercial reasons whatsoever.

The Service Provider recognizes that during the term of this Agreement, sensitive data will be procured and made available to it, its Sub contractors and agents and others working for or under the Service Provider. Disclosure or usage of the data by any such recipient may constitute a breach of law applicable causing harm not only to the Department whose data is used but also to its stakeholders. The function of RailTel/ Stakeholders/ Partners/ Patrons requires the Service Provider, its Subcontractors and agents to demonstrate utmost care, sensitivity and strict confidentiality. Any breach of this Article will result in RailTel and its nominees receiving a right to seek injunctive relief and damages, from the Service Provider.

The restrictions of this Article shall not apply to confidential information that:

- i. Is or becomes generally available to the public through no breach of this Article by the Recipient; and
- ii. Was in the recipient's possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder; and
- iii. Is developed by the Recipient independently of any of discloser's Confidential Information; and
- iv. Is rightfully obtained by the Recipient from third Parties authorized at that time to make such disclosure without restriction; and
- v. Is identified in writing by the Discloser as no longer proprietary or confidential; or
- vi. Is required to be disclosed by law, regulation or Court Order, provided that the recipient gives prompt written notice to the Discloser of such legal and regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure.

To the extent that such disclosure is required for the purposes of this Agreement, either Party may disclose Confidential Information to:

- i. Its employees, agents and independent contractors and to any of its affiliates and their respective independent contractors or employees; and
- ii. Its professional advisors and auditors, who require access for the purposes of this Agreement, whom the relevant Party has informed of its obligations under this Article and in respect of whom the relevant Party has informed of its obligations under this Article has used commercially reasonable efforts to ensure that they are contractually obliged to keep such Confidential Information confidential on terms substantially the same as set forth in this Article. Either Party may also disclose confidential Information or any entity with the other Party's prior written consent.

The provisions of this Article shall survive the expiration or any earlier termination of this Agreement.

This Agreement is being executed in two originals, one copy to be retained by each of the parties of this Agreement.

In WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed on the day, month and year endorsed below:

Authorized Signatory & Seal:

Authorized Signatory & Seal:

**RailTel Corporation Of India Limited**  
Western Railway Microwave Complex,  
Senapati Bapat Marg, Near Railway  
Sports Ground, Mahalaxmi  
Mumbai – 400013

<Bidder Company Name>  
<Bidder Company Address>

Date:

Place: