

RailTel Corporation of India Ltd

(A Mini Ratna PSU under Ministry of Railways)



NOTICE INVITING EXPRESSION OF INTEREST (EOI)

EOI No. : RCIL/EoI/CO/IB/2022/UZB-ITL-01*

Dated 24th Aug 2022

Expression of Interest (EOI) for **Selection of Partner (Pre-Bid Arrangement)**
for Setting Up of IT Lab at Uzbekistan

*eFile No. : RCIL-CO0MKTG(SB)/3/2022-O/o GM/MARKETING/CO-II/RCIL

Issued by:

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(A Mini-Ratna PSU under Ministry of Railways)

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Disclaimer

RailTel Corporation of India Ltd. (herein after called the RailTel) has prepared this Expression of Interest (EOI) document solely to assist prospective bidders in making their decision of whether or not to bid.

While the RailTel has taken due care in the preparation of information contained herein and believes it to be accurate, neither the RailTel or any of its Authorities or Agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. This information is not intended to be exhaustive and interested parties are required to make their own inquiries and do site visits that it may require in order to submit the EOI. The information is provided on the basis that it is non-binding on RailTel, any of its authorities or agencies or any of their respective officers, employees, agents or advisors. The RailTel reserves the right not to proceed with the bidding/EOI process at any stage without assigning any reasons thereof, or to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the EOI further with any party submitting an EOI. No reimbursement of cost of any type will be paid to persons or entities submitting the EOI

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SCHEDULE OF EVENTS

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| 1 | EOI Document Availability | EOI document can be downloaded from website http://www.railtelindia.com from 24-Aug-2022 onwards till last date of submission of the EOI. |
| 2 | Cost of the EOI Document | ₹ 10,000/- (Rs. Ten Thousand Only) to be paid through NEFT / RTGS in favour of RailTel Corporation of India Limited. RailTel Bank Details : Union Bank of India, Account No. 340601010050446, IFSC Code - UBIN0534064. |
| 3 | EOI Earnest Money Deposit (EOI-EMD) to be submitted along with EOI Response | ₹ 5,00,000/- (Rs. Five Lakh Only) to be paid through NEFT / RTGS in favour of RailTel Corporation of India Limited. RailTel Bank Details : Union Bank of India, Account No. 340601010050446, IFSC Code - UBIN0534064. |
| 4 | Last date of submission of response to EOI Response | 1500 Hrs on 30-Aug-2022 |
| 5 | Date & Time of Opening of EOI Response | 1600 Hrs on 30-Aug-2022 |
| 6 | Mode of Submission of EOI Response | Physical Submission of Sealed Envelope containing Technical Bid and Commercial Bid. The physical submission is to be done at the address as mentioned in this EOI document. All interested partners may note that this is a 'Single Packet Bid Submission'. EOI response submitted through any other mode will not be accepted. |

Note : RailTel reserves the right to change the above dates at its discretion.

Contact Details for this EOI :

Level 01 : Sh. Manish / Senior Manager (Mktg) / manish[at]railtelindia[dot]com

Level 02 : Sh. Anand Singh Chandel / Jt.. General Manager (Tech) / a[dot]chandel[at]railtelindia[dot]com

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1. About RailTel

RailTel Corporation of India Ltd (RailTel) is one of the largest neutral telecom infrastructure providers in the country owning a Pan-India optic fibre network on exclusive Right of Way (ROW) along Railway track. The OFC network presently reaches to over 4500 towns & cities of the country including several rural areas. With its Pan India high-capacity network, RailTel is working towards creating a knowledge society at various fronts. The portfolio of services provided by RailTel includes Data Centre & DR services, Tele-presence as a service, NLD services, IP-1 services, Internet and Broadband services on a pan-India basis.

Equipped with an ISO 9001, 20000-1:2011 & 27000 certification, RailTel offers a wide gamut of managed telecom services to Indian Telecom market including Managed lease lines, Tower colocation, MPLS based IP-VPN, Internet, Data Centre services, NGN based voice carriage services to Telecom Operators, Dark fibre leasing to MSOs/LCOs. The major customer segment for RailTel comprises of Enterprises, Banks, Government Institutions/Department, Educational Institutions/Universities, Telecom Service Providers, Internet Service Providers, MSOs, etc. RailTel being a "Mini Ratna (Category-I)" PSU is steaming ahead in the enterprise segment with the launch of various services coupled with capacity augmentation in its Core network.

2. Background of EOI

RailTel Corporation of India Ltd (hereafter referred to as 'RailTel') an ICT arm of Indian Railways has been in the forefront of building innovative platforms and solutions and vision to build range of Information and Communication Technology (ICT) Services for its customers.

In this regard, RailTel intends to participate in the tender floated by Embassy of India, Tashkent (hereafter referred to as 'EITK') and accordingly seeks to select a suitable partner for pre-bid arrangement. The details of the pertinent tender are as below :

Tender Title : Supply, Installation and Commissioning of hardware and software for IT Lab

Tender No : TAS/DW/109/ITLAB/2022

Tender Document Availability (including corrigendum) : <https://eprocure.gov.in/epublish/app>

Note : Interested partners are strongly advised to refer the pertinent tender documents, corrigendum or any other document published by EITK in this regard at the link mentioned above or as mentioned by EITK. Interested partners have to search on their own, all the relevant information / documents published by EITK on CPP (ePublish) portal for the pertinent tender of EITK.

3. Scope of Work & Partner Selection

3.1. Interested partners may refer to the EITK's Tender Documents including subsequent corrigenda for Tender No. TAS/DW/109/ITLAB/2022 (Supply, Installation and Commissioning of hardware and software for IT Lab [hereafter referred to as 'UZB-ITL']) to understand the overall Scope of Work.

3.2. Interested partners need to submit their EoI response in form of duly signed and stamped and sealed techno-commercial bid at the RailTel office either through post or by-hand, within the stipulated date and time, as mentioned in this EOI document. Address of the RailTel office where bid is to be submitted is :

RailTel Corporation of India Ltd.
Plate-A, 6th Floor, Office Block Tower-2,
East Kidwai Nagar, New Delhi – 110023

3.3. Interested partners may note that this is a 'Single Packet Single Envelope' Bid. The bid should be placed in a sealed envelope. The cover envelope should have below information :

- EoI Name and Number
- Last Date and Time of Submission
- Addressed to the contact persons as mentioned in this EOI document
- Address of the Office where EOI is to be submitted, as mentioned in this EOI document.

3.4. Only those bids shall be opened, which have been submitted within the stipulated time as mentioned in this EOI document.

3.5. For the opened bid, the bidder will be selected on the lowest quote (L-1) basis for complete 'Scope of Work' as mentioned in the EITK's UZB-ITL tender document, subject to the respective overall bid is in compliance to the requirements of this EOI. The so selected partner will be termed as 'Commercially Suitable Partner (hereafter referred to as 'CSP')'. It is re-mentioned, that the final selection of CSP will be on the L-1 basis only. Further, RailTel reserves the right to have negotiation with the CSP.

3.6. As of now, EoI response from interested partners is invited considering that the selected partner will be responsible for delivering of complete 'Scope of Work' as mentioned in the EITK's UZB-ITL tender document and subsequent corrigenda. However, RailTel at its discern, may take-up a certain portion / percentage of 'Scope of Work' by communicating to the CSP at any point of time during the engagement period. *(The day at which 'CSP' is declared, will mark the start of engagement period. The period will be valid till final outcome of the UZB-ITL tender is announced by ETIK. In case, RailTel comes out to be winner of the UZB-ITL tender, then the engagement period will get auto-extended to the period RailTel serves EITK for the UZB-ITL tender, unless terminated earlier by RailTel as per terms and conditions mentioned in this EoI document).* In this scenario, commercial engagement with the CSP will be for that

portion / percentage only, which has not been taken by RailTel. Accordingly, resultant value of work will be derived on the basis of negotiated (*in case*) commercial bid of the CSP.

3.7. RailTel on the basis of inputs / factors available to it from various resources, past experiences of its ICT projects and on the basis of negotiated (*in case*) commercial bid of the CSP, will endeavour to place best techno-commercial bid in response to the pertinent EITK's tender. Further relationship with CSP will be based on the outcome pertinent EITK's tender.

3.8. Validity of the submitted bid (technical and commercial) should be of 120 days from the last date of submission of EOI response as mentioned in this EOI document.

4. Compliance Requirements for Interested Bidder

4.1. The interested partner should be an Empanelled Partner with RailTel on the date of bid submission. Copy of RailTel's Empanelment Letter may be submitted in this regard.

4.2. The interested bidder should submit EOI Earnest Money Deposit (EOI-EMD) through NEFT/RTGS in favour of 'RailTel Corporation of India Ltd.', of amount and in RailTel's bank account, as mentioned in this EoI document. UTR No. and Bank details should be submitted by in this regard. EoI response without 'Pre-Bid EMD' details is liable for rejection without assigning any further notice.

4.3. The interested bidder should be in compliance to insertion of Rule 144(xi) in the GFR, 2017 vide office OM no. 6/18/2019-PPD dated 23-July-2020 issued by Ministry of Finance, Government of India, including revisions.

4.4. The interested bidder should not be backlisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body in India, on the last date of submission of EOI.

4.5. There should not be any ongoing or past, arbitration case(s) between 'RailTel' and 'Interested Bidder' on the last date of submission of EOI.

4.6. The interested bidder shall not have a conflict of interest with one or more bidding parties. Participation of interested bidder(s) with a conflict-of-interest situation will result in the disqualification of all bids in which it is involved. A bidder may be in a conflict of interest with one or more parties if including but not limited to :

a. Have controlling shareholders as his/her family members viz. spouse, son, daughter, father, mother or brother etc. in common or ;

b. Have a relationship with each other directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another interested partner.

4.7. The interested bidder should not be seeking / extending / exploring similar arrangements / engagements with any other organization except RailTel, for the UZB-ITL tender.

4.8. The interested partner should have a valid Goods and Service Tax Identification Number (GSTIN), as on the last date of submission of EOI.

4.9. The interested bidder should have at least 01 office location outside India under operation for minimum 01 year, as on last date of this EOI submission. Documentary proof is to be submitted in this regard.

4.10. In addition to above clauses, bid of interested bidder should be in compliance to terms and conditions and technical requirements of the pertinent EITK's UZB-ITL tender.

Note : The interested bidder should submit duly signed and stamped EOI cover letter as per the format mentioned at Annexure-01 of this EOI document, as unconditional submission of meeting the clauses mentioned above, from Clause 4.1. to Clause 4.10.

5. EOI-EMD and Final-EMD

5.1. The EOI-EMD amount of non-successful bidder will be returned and EOI-EMD of CSP will be retained.

5.2. CSP needs to submit amount equivalent to 1% (One Percent) of quoted price in its commercial bid towards 'Final-EMD' amount within 01 day from the date of declaration of CSP. CSP needs to pay the differential amount between EOI-EMD and Final-EMD in this regard. Non-payment of Final-EMD may lead to forfeiting of EOI-EMD.

5.3. The Final-EMD will be returned to CSP :

- (i) In case, RailTel is not the successful bidder for EITK's UZB-ITL tender, OR
- (ii) PBG is submitted by CSP, as mentioned in the clause No. 14 of this EOI document.

6. Proposal Preparation and Submission Cost

6.1. The interested partner is responsible for all costs incurred in connection with participation in this EOI process, including, but not limited to, cost incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by RailTel to facilitate the evaluation process 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 EOI document does not commit to award a contract or to engage in negotiations.

7. Amendment to EOI Document

7.1. At any time prior to the deadline for submission of bids, RailTel, may, for any reason can modify the EOI document by an amendment. All the amendments made in the document would be informed by displaying on RailTel's (www.railtelindia.com) website only. The interested partners are advised to visit the RailTel website on regular basis for checking necessary updates. RailTel also reserves the rights to amend the dates mentioned in this EOI for bid process. RailTel may, at its discretion, extend the last date for receipt of EoI response.

8. Bid Validity Period

8.1. Bid of Interested partners shall remain valid for the period of 180 days from the date of submission of EOI, as mentioned in this EOI document. Further, bid should be made valid for 180 days from the date of issuance of work order / purchase order by ETIK in favour of RailTel, in case RailTel emerges as successful bidder in pertinent EITK's UZB-ITL tender.

8.2. RailTel may request for an extension of the period of validity. The request and the responses thereto shall be made in writing through e-mail communication only.

9. Right to Terminate the Process

9.1. RailTel may terminate the EOI process at any time without assigning any reason. RailTel makes no commitments, express or implied, that this process will result in a business transaction with anyone. This EOI does not constitute an offer by RailTel. The interested partner's participation in this process may result in RailTel selecting the CSP to engage in further discussions and negotiations toward 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.

10. Language of Bid

10.1. The bid prepared by the interested partner and all correspondence and documents relating to the bids exchanged by the bidder and RailTel, shall be written in English Language, provided that any printed literature furnished by the Bidder in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Authorised Signatory of the interested partner.

11. Submission of Bid

11.1. The interested partner should take into account any Corrigendum to this EOI document that may have been published before submitting their EOI response. The bid is to be submitted in the mode as mentioned in this EOI document. EOI response submitted in any other mode will not be entertained.

11.2. Interested partners in their own interest are advised to submit the EOI response well in time before the last date and hence to avoid any inconvenience at the last moment.

11.3. An Organization / Interested Partner can submit only 'One EOI Response'. Submission of multiple EOI Response by interested partner(s) may lead to rejection of all of its bid.

12. Rights to Accept / Reject any or all EOI Response

12.1. RailTel reserves the right to accept or reject any EOI Response, and to annul the bidding process and reject all Bids at any time prior to award of the Contract, without thereby incurring any liability to the affected interested partner(s) / TSP(s) / CSP, or any obligation to inform the affected Bidders of the ground for RailTel's action.

13. Payment Terms

13.1. Payment will be on '**back-to-back**' basis and as per the payment terms mentioned in the pertinent EITK's UZB-ITL tender.

13.2. Payment will be released after receiving the invoice for the work / services and after RailTel has received the payment from EITK for the same work / services. Any deduction / penalties levied by EITK on invoices of RailTel will be carried **back-to-back** and will be deducted from CSP's invoices, subject to the cause to deduction / penalty is due to deviation in terms and conditions of service standards by the CSP.

14. Performance Bank Guarantee (PBG)

14.1. In case of successful participation by RailTel in the pertinent EITK's tender and subsequent engagements with CSP, The CSP shall at its own expense, deposit with RailTel, within thirty (30) days must submit a PBG equivalent to 03% of the order value on receipt of work order from RailTel. The PBG should remain valid for 60 days beyond the date of completion of the Defect Liability Period / Warranty Period of 01 Year. An unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled Commercial Bank as per the format enclosed in this EOI is to be submitted, payable on demand, for the due performance and fulfilment of the contract by the CSP. All charges whatsoever such as premium,

commission, etc. with respect to the PBG shall be borne by the CSP. Besides, if the total BG amount comes upto ₹ 05 Lakhs, then same may be deposited through DD/RTGS/NEFT.

14.2. The PBG would be valid for a period of 120 days from the date of validity of the contract. The PBG may be discharged / returned by RailTel upon being satisfied that there has been due performance of the obligations of the CSP under the contract. However, no interest shall be payable on the PBG. In the event, CSP being unable to service the contract for whatsoever reason, RailTel would invoke the PBG at its discern. 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 CSP's failure to complete its obligations under the contract. RailTel shall notify the CSP in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the CSP is in default.

14.3. RailTel shall also be entitled to make recoveries from the CSP's bills, PBG or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

14.4. If the service period gets extended by virtue of extension of same by EITK, PBG should also be extended accordingly.

14.5. During the contract period, RailTel may issue Purchase Order for the additional services ordered by EITK (*in case*) to RailTel. In such scenario(s) also, Clause No. 14.1. to Clause No. 14.4. are to be followed by the CSP.

15. Details of Commercial Bid / Financial Bid

15.1. Interested partner should submit commercial bid strictly as per the format mentioned by EITK in the pertinent tender document or subsequent corrigendum (if any).

15.2. The commercial bid should clearly bring out the cost of the services with detailed break-up of taxes.

15.3. The rates mentioned in the commercial bid of the CSP will form basis of commercial transaction between RailTel and bidder.

15.4. The quantity of 'Line Items' may vary at the time of placing of Purchase Order or during the Contract Period, as communicated by EITK (*in case*) to RailTel. In such scenarios, the 'Per Unit' cost will be considered to arrive on contractual amount between RailTel and CSP.

15.5. It is also possible that ETIK may surrender some or all of the quantities of service items ordered to RailTel during the contract period and accordingly the contractual amount between RailTel and CSP shall be considered.

15.6. In addition to the Payment Terms, all other Contractual Terms will also be on '**back-to-back**' basis between RailTel and CSP, as mentioned in the pertinent EITK's tender. MAF (Manufacturer's Authorisation Form) in the name of RailTel from the OEMs, whose product is mentioned in commercial bid format, should also be ensured by the partner. The MAF format and required content should be in-line with EITK's UZB-ITL tender.

16. Duration of the Contract Period

16.1. The contract duration shall be same as of EITK's contract duration with RailTel until otherwise terminated earlier. Indicative contract duration is Twelve (12) Months, unless otherwise terminated earlier, as mentioned in this EOI document and subject to successful participation of RailTel in the pertinent EITK's tender. The contract duration can be renewed / extended by RailTel at its discern, in case EITK extends / renews services with RailTel by virtue of extending / renewing / new issuance of one or more Purchase Order(s) placed by EITK to RailTel.

17. Restrictions on 'Transfer of Agreement'

17.1. The CSP shall not assign or transfer its right in any manner whatsoever under the contract / agreement to a third party or enter into any agreement for sub-contracting and/or partnership relating to any subject matter of the contract / agreement to any third party either in whole or in any part i.e. no sub-contracting / partnership / third party interest shall be created.

18. Suspension, Revocation or Termination of Contract / Agreement

18.1. RailTel reserves the right to suspend the operation of the contract / agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities, in such a situation, RailTel shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the contract / agreement will not be a cause or ground for extension of the period of the contract / agreement and suspension period will be taken as period spent. During this period, no charges for the use of the facility of the CSP shall be payable by RailTel.

18.2. RailTel may, without prejudice to any other remedy available for the breach of any conditions of agreements, by a written notice of Three (03) month issued to the CSP, terminate/or suspend the contract / agreement under any of the following circumstances:

- a) The CSP failing to perform any obligation(s) under the contract / agreement.
- b) The CSP failing to rectify, within the time prescribed, any defect as may be pointed out by RailTel.
- c) Non adherence to Service Level Agreements (SLA) which RailTel has committed to CRIS for the pertinent tender.

- d) The CSP going into liquidation or ordered to be wound up by competent authority.
- e) If the CSP is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to RailTel in writing. In that case, the written notice can be modified by RailTel as deemed fit under the circumstances. RailTel may either decide to issue a termination notice or to continue the agreement by suitable modifying the conditions, as it feels fit under the circumstances.
- f) It shall be the responsibility of the CSP to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of contract / agreement is pending and if the Quality of Performance of Solution is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of which CSP's PBG related to contract / agreement along with PBG related to the Empanelment Agreement with RailTel shall be forfeited, without any further notice.
- g) Breach of non-fulfillment of contract / agreement conditions may come to the notice of RailTel through complaints or as a result of the regular monitoring. Wherever considered appropriate RailTel may conduct an inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the successful bidder or not. The CSP shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry. In case of default by the CSP in successful implementation and thereafter maintenance of services / works as per the conditions mentioned in this EOI document, the PBG(s) of CSP available with RailTel will be forfeited.

19. Dispute Settlement

19.1. In case of any dispute concerning the contract / agreement, both the CSP and RailTel shall try to settle the same amicably through mutual discussion / negotiations. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and Conciliation 1996 or any amendment thereof. Place of Arbitration shall be New Delhi.

19.2. The arbitral tribunal shall consist of the Sole Arbitrator. The arbitrator shall be appointed by the Chairman & Managing Director (CMD) of RailTel Corporation of India Ltd..

19.3. All arbitration proceedings shall be conducted in English.

20. Governing Laws

20.1. The contract shall be interpreted in accordance with the laws of India. The courts at New Delhi shall have exclusive jurisdiction to entertain and try all matters arising out of this contract.

21. Statutory Compliance

21.1. During the tenure of this Contract nothing shall be done by CSP in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof and shall keep RailTel indemnified in this regard.

21.2. The Bidder shall comply and ensure strict compliance by his/her employees and agents of all applicable Central, State, Municipal and Local laws and Regulations and undertake to indemnify RailTel, from and against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule, including but not limited to the claims against RailTel or its Customer under Employees Compensation Act, 1923, The Employees Provident Fund and Miscellaneous Provisions Act, 1952, The Contract Labour (Abolition and Regulation) Act 1970, Factories Act, 1948, Minimum Wages Act and Regulations, Shop and Establishment Act and Labour Laws which would be amended/modified or any new act if it comes in force whatsoever, and all actions claim and demand arising therefrom and/or related thereto.

22. Intellectual Property Rights

22.1. Each party i.e. RailTel and CSP, acknowledges and agree that the other party retains exclusive ownership and rights in its trade secrets, inventions, copyrights, and other intellectual property and any hardware provided by such party in relation to this contract / agreement.

22.2. Neither party shall remove or misuse or modify any copyright, trade mark or any other proprietary right of the other party which is known by virtue of this EoI and subsequent contract in any circumstances.

23. Severability

23.1. In the event any provision of this EOI and subsequent contract with CSP is held invalid or not enforceable by a court of competent jurisdiction, such provision shall be considered separately and such determination shall not invalidate the other provisions of the contract and Annexure/s which will be in full force and effect.

24. Force Majeure

24.1. If during the contract period, the performance in whole or in part, by other party, of any obligation under this is prevented or delayed by reason beyond the control of the parties including war, hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the parties), fire, floods, earthquakes, natural calamities or any act of GOD

(hereinafter referred to as EVENT) , provided notice of happenings of any such event is given by the affected party to the other, within twenty one (21) days from the date of occurrence thereof, neither party shall have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided service under this contract shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.

24.2. In the event of a Force Majeure, the affected party will be excused from performance during the existence of the force Majeure. When a Force Majeure occurs, the affected party after notifying the other party will attempt to mitigate the effect of the Force Majeure as much as possible. If such delaying cause shall continue for more than sixty (60) days from the date of the notice stated above, the party injured by the inability of the other to perform shall have the right, upon written notice of thirty (30) days to the other party, to terminate this contract. Neither party shall be liable for any breach, claims, and damages against the other, in respect of non-performance or delay in performance as a result of Force Majeure leading to such termination.

25. Indemnity

25.1. The CSP agrees to indemnify and hold harmless RailTel, its officers, employees and agents (each an "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from :

- a) Any mis-statement or any breach of any representation or warranty made by CSP or
- b) The failure by the CSP to fulfill any covenant or condition contained in this contract by any employee or agent of the Bidder. Against all losses or damages arising from claims by third Parties that any Deliverables (or the access, use or other rights thereto), created by CSP pursuant to this contract, or any equipment, software, information, methods of operation or other intellectual property created by CSP pursuant to this contract, or the SLAs (i) infringes a copyright, trade mark, trade design enforceable in India, (ii) infringes a patent issues in India, or (iii) constitutes misappropriation or unlawful disclosure or used of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); or
- c) Any compensation / claim or proceeding by any third party against RailTel arising out of any act, deed or omission by the CSP or
- d) Claim filed by a workman or employee engaged by the CSP for carrying out work related to this agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

25.2. Any payment made under this contract to an indemnity or claim for breach of any provision of this contract shall include applicable taxes.

26. Limitation of Liability towards RailTel

26.1. The CSP liability under the contract shall be determined as per the Law in force for the time being. The CSP shall be liable to RailTel for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the CSP and its employees (*direct or indirect*), including loss caused to RailTel on account of defect in goods or deficiency in services on the part of CSP or his agents or any person / persons claiming through under said CSP, However, such liability of the CSP shall not exceed the total value of the contract.

26.2. This limit shall not apply to damages for bodily injury (including death) and damage to real estate property and tangible personal property for which the CSP is legally liable.

27. Confidentiality cum Non-disclosure

27.1. The Receiving Party agrees that it will not disclose to third party/parties any information belonging to the Disclosing Party which is provided to it by the Disclosing Party before, during and after the execution of this contract. All such information belonging to the Disclosing Party and provided to the Receiving Party shall be considered Confidential Information. Confidential Information includes prices, quotations, negotiated issues made before the execution of the contract, design and other related information. All information provided by Disclosing Party to the Receiving Party shall be considered confidential even if it is not conspicuously marked as confidential.

27.2. Notwithstanding the foregoing, neither Party shall have any obligations regarding non-use or non-disclosure of any confidential information which:

- a) Is already known to the receiving Party at the time of disclosure:
- b) Is or becomes part of the public domain without violation of the terms hereof;
- c) Is shown by conclusive documentary evidence to have been developed independently by the Receiving Party without violation of the terms hereof:
- d) Is received from a third party without similar restrictions and without violation of this or a similar contract.

27.3. The terms and conditions of this contract, and all annexes, attachments and amendments hereto and thereto shall be considered Confidential Information. No news release, public announcement, advertisement or publicity concerning this contract and/or its contents herein shall be made by either Party without the prior written approval of the other Party unless such disclosure or public announcement is required by applicable law.

27.4. Notwithstanding the above, information may be transmitted to governmental, judicial, regulatory authorities, if so, required by law. In such an event, the Disclosing Party shall inform the other party about the same within 30 (thirty) Days of such disclosure.

27.5. This Confidentiality and Non- Disclosure clause shall survive even after the expiry or termination of this contract.

28. Assignment

28.1. Neither this contract nor any of the rights, interests or obligations under this contract shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of each of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this contract will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

29. Insurance

29.1. The CSP agrees to take insurances to cover all the elements of the project under this EOI including but not limited to Manpower, Hardware, Software etc..

30. Exit Management

30.1. Exit Management Purpose

- a) This clause sets out the provision, which will apply during Exit Management period. The parties shall ensure that their respective associated entities carry out their respective obligation set out in this Exit Management Clause.
- b) The exit management period starts, in case of expiry of contract, at least 03 months prior to the date when the contract comes to an end or in case of termination contract, on the date when the notice of termination is sent to the CSP. The exit management period ends on the date agreed upon by RailTel or Three (03) months after the beginning of the exit management period, whichever is earlier.

30.2. Confidential Information, Security and Data : CSP will promptly, on the commencement of the exit management period, supply to RailTel or its nominated agencies the following (*if asked by RailTel in writing*) :

- a) Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to the project, project's customized

source code *(if any)* ; any other data and confidential information created as part of or is related to this contract;

- b) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RailTel and its nominated agencies, or its replacing vendor to carry out due diligence in order to transition the provision of the services to RailTel or its nominated agencies, or its replacing vendor (as the case may be).

30.3. Employees : Promptly on reasonable request at any time during the exit management period, the CSP shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide RailTel a list of all employees (with job titles and communication address), dedicated to providing the services at the commencement of the exit management period; To the extent that any Transfer Regulation does not apply to any employee of the CSP, RailTel or the replacing vendor may make an offer of contract for services to such employees of the CSP and the CSP shall not enforce or impose any contractual provision that would prevent any such employee from being hired by RailTel or any replacing vendor.

30.4. Rights of Access to Information : Besides during the contract period, during the exit management period also, if asked by RailTel in writing, the CSP shall be obliged to provide an access of information to RailTel and / or any Replacing Vendor in order to make an inventory of the Assets (including hardware / software / active / passive), documentations, manuals, catalogues, archive data, Live data, policy documents or any other related material.

Note : RailTel at its sole discern may not enforce any or all clauses / sub-clauses under the 'Exit Management' clause due to administrative convenience or any other reasons as deemed fit by RailTel.

31. Waiver

31.1. Except as otherwise specifically provided in the contract, no failure to exercise or delay in exercising, any right, power or privilege set forth in the contract will operate as a waiver of any right, power or privilege.

32. Changes in Contract Agreement

32.1. No modification of the terms and conditions of the Contract Agreement shall be made except by written amendments signed by the both CSP and RailTel.

Annexure - 01**EOI COVER LETTER**
(On Organization Letter Head)

Bid Ref No. :

Date:

To,

General Manager (Mktg),
RailTel Corporation of India Limited,
Plate-A, 6th Floor, Office Block Tower-2,
East Kidwai Nagar, New Delhi - 110023

Ref : EOI No. RCIL/EoI/CO/IB/2022/UZB-ITL-01 Dated 24th Aug 2022

Dear Sir,

1. I, the undersigned, on behalf of M/s, having carefully examined the referred EOI offer to participate in the same, in full conformity with the said EOI and all the terms and conditions thereof, including corrigendum issued till last date of submission of EOI.
2. I agree to abide by this Proposal, consisting of this letter, Technical and Commercial Proposals, for a period of 120 days from the date fixed for submission of Proposals as stipulated in the EOI and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Commercially Suitable Partner (CSP) for the aforesaid Service, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
4. I undertake, if our Bid is accepted, to commence our services as per scope of work as specified in the contract document.
5. Until a formal Purchase Order or Contract is prepared and executed, this Bid and supplement / additional documents submitted (if any), together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Signature of Authorised Signatory

Name

Designation

Annexure – 02**Compliance to Rule 144 (xi) of GFR, 2017 including amendments till date**
(On Organization Letter Head)

Bid Ref No. :

Date:

To,

General Manager (Mktg),
 RailTel Corporation of India Limited,
 Plate-A, 6th Floor, Office Block Tower-2,
 East Kidwai Nagar, New Delhi - 110023

Ref : EOI No. RCIL/EoI/CO/IB/2022/UZB-ITL-01 Dated 24th Aug 2022

Dear Sir,

I, the undersigned, on behalf of M/s , have read the clause/para regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

- (a) I certify that M/s is not from such a country and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I also certify that M/s will not offer any products / services of entity from such countries unless such entity is registered with the Competent Authority.

OR (Strikeout either (a) or (b), whichever is not applicable)

- (b) I certify that M/s is from such a country and has been registered with the Competent Authority. I also certify that M/s has product/services of entity from such countries and these entity / entities are also registered with the Competent Authority.

(Where applicable, evidence of valid registration by the Competent Authority is to be attached with the bid.)

I hereby certify that M/s fulfills all requirements in this regard and is eligible to be considered.

I hereby acknowledge that in the event of acceptance of my bid on above certificate and if the certificate is found to be false at any stage, the false certificate would be a ground for immediate termination of contract and further legal action in accordance with the Law.

Signature of Authorised Signatory

Name

Designation

Annexure – 03

**Undertaking for Non-Blacklisting, Arbitration Case, Absence of Conflict of Interest and
Exclusive Arrangement / Engagement with RailTel**
(On Organization Letter Head)

Bid Ref No. :

Date:

To,

General Manager (Mktg),
RailTel Corporation of India Limited,
Plate-A, 6th Floor, Office Block Tower-2,
East Kidwai Nagar, New Delhi - 110023

Ref : EOI No. RCIL/EoI/CO/IB/2022/UZB-ITL-01 Dated 24th Aug 2022

Dear Sir,

I, the undersigned, on behalf of M/s , hereby submits that

1. We are not blacklisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body at the time of submission of bid.
2. We are not having any ongoing or past, arbitration case(s) with RailTel at the time of submission of bid.
3. We are not in position of conflict-of-interest (as defined in the EOI document) at the time of submission of bid.
4. We are not seeking / extending / exploring similar arrangements / engagements with any other organization except RailTel, for the UZB-ITL tender at the time of submission of bid. We shall maintain the same arrangement and exclusivity during the validity of our bid and acknowledge that written confirmation from RailTel shall be obtained to seek arrangements from other organizations for the UZB-ITL tender.

I hereby acknowledge that in the event of acceptance of bid of M/s on above undertaking and if the undertaking is found to be false at any stage, the false undertaking would be a ground for immediate termination of contract and further legal action in accordance with the Law, including but not limited to the encashment of Bank Guarantee related to Empanelment and Performance Bank Guarantee (PBG), as available with RailTel, related to this EoI.

Signature of Authorised Signatory

Name
Designation

Annexure – 04**CHECKLIST OF DOCUMENTS FOR TECHNICAL BID**

| S. No. | Document |
|--------|---|
| 1 | EOI Document Copy including Corrigenda (if any), as Downloaded from RailTel's Website |
| 2 | EOI Cover Letter (<i>Annexure-01</i>) |
| 3 | Copy of RailTel's Empanelment Letter |
| 4 | Details of NEFT/RTGS towards EOI Document Fees |
| 5 | Details of NEFT/RTGS towards EOI-EMD |
| 6 | Compliance to Rule 144 (xi) of GFR, 2017 (<i>Annexure-02</i>) |
| 7 | Undertaking for Non-Blacklisting, Arbitration Case, Absence of Conflict of Interest and Exclusive Pre-bid Arrangement with RailTel (<i>Annexure-03</i>) |
| 8 | Documentary Proof of Office Locations Outside India under operation for minimum 01 Years, as on last date of EoI submission. |
| 9 | Copy of Permanent Account Number (PAN) & Taxpayer Identification Number (TAN) |
| 10 | Copy of Goods and Service Tax Identification Number (GSTIN) |

Note :

1. The technical bid should have a 'Index' at the starting and all pages of bid should be serially numbered and should be traceable as per the 'Index'.
2. All the submitted documents should be duly stamped and signed by the Authorized Signatory at each page.
3. The above checklist is indicative only. RailTel may ask for additional documents from the bidders, as per the requirement.

Annexure – 05

Commercial Bid
(On Organization Letter Head)

Bid Ref No. :

Date:

To,

General Manager (Mktg),
RailTel Corporation of India Limited,
Plate-A, 6th Floor, Office Block Tower-2,
East Kidwai Nagar, New Delhi - 110023

Ref : EOI No. RCIL/EoI/CO/IB/2022/UZB-ITL-01 Dated 24th Aug 2022

| S. No. | Item | Item Code / Make | Qty (a) | Units | Basic Rate (Per Unit in ₹) (b) | Taxes/ Duties/ Levies / Other Cost (Per Unit in ₹) (c) | Total Basic Amount (d = b*a) | Total Amount (e = (b+c)*a) |
|--------|--|------------------|---------|-------|--------------------------------|--|------------------------------|----------------------------|
| 1 | Videoconferencing terminal VKS type 1 | | 2 | Nos | | | | |
| 2 | Videoconferencing terminal VKS type 2 | | 6 | Nos | | | | |
| 3 | Interactive touch screen-65" | | 16 | Nos | | | | |
| 4 | Mobile interactive tribune | | 2 | Nos | | | | |
| 5 | Color MFP A4 size | | 2 | Nos | | | | |
| 6 | A4 color inkjet printer | | 6 | Nos | | | | |
| 7 | Personal computer with two monitors | | 60 | Nos | | | | |
| 8 | Enhanced personal computer (graph station) with two monitors | | 8 | Nos | | | | |
| 9 | Laptop | | 8 | Nos | | | | |
| 10 | Network sockets RJ-45 Cat 6 | | 120 | Nos | | | | |
| 11 | UTP Cat 6 cable | | 7000 | Nos | | | | |
| 12 | Connectors RJ-45 Cat 6 | | 480 | Nos | | | | |
| 13 | Patch panels for 48 ports | | 4 | Nos | | | | |
| 14 | HDMI Cable 10 m | | 15 | Nos | | | | |

| | | | | | | | | |
|----|---|--|---|-----|--|--|--|--|
| 15 | HDMI Cable 20 m | | 5 | Nos | | | | |
| 16 | HDMI Cable 5 m | | 5 | Nos | | | | |
| 17 | HDMI Splitter | | 8 | Nos | | | | |
| 18 | 3D Scanner | | 1 | Nos | | | | |
| 19 | Head Mounted Display | | 4 | Nos | | | | |
| 20 | Virtual Platform | | 1 | Nos | | | | |
| 21 | Video Camera | | 1 | Nos | | | | |
| 22 | Memory Card | | 3 | Nos | | | | |
| 23 | On-camera MIC gun | | 1 | Nos | | | | |
| 24 | Battery for the Camera | | 3 | Nos | | | | |
| 25 | On-camera lamp for 4K camcorder | | 1 | Nos | | | | |
| 26 | Battery for on-camera lamp | | 2 | Nos | | | | |
| 27 | Charger for on-camera lamp | | 1 | Nos | | | | |
| 28 | Camera bag | | 1 | Nos | | | | |
| 29 | Tripod for 4K camcorder | | 1 | Nos | | | | |
| 30 | Camera stabilizer | | 1 | Nos | | | | |
| 31 | Lighting Kit | | 1 | Nos | | | | |
| 32 | Digital Camera | | 1 | Nos | | | | |
| 33 | Standard lens for the camera | | 1 | Nos | | | | |
| 34 | Wide angle lens for camera | | 1 | Nos | | | | |
| 35 | Lens body (zoom) for the camera | | 1 | Nos | | | | |
| 36 | Tripod type monopod | | 1 | Nos | | | | |
| 37 | Memory Card | | 3 | Nos | | | | |
| 38 | Battery for the Camera | | 3 | Nos | | | | |
| 39 | Camera bag | | 1 | Nos | | | | |
| 40 | Photoflash | | 1 | Nos | | | | |
| 41 | MQ-300 Studio light set for photography | | 1 | Nos | | | | |
| 42 | Action camera (with a set of accessories) | | 1 | Nos | | | | |
| 43 | Steadicam manual stablizing with camera | | 1 | Nos | | | | |
| 44 | Wireless microphone combo system | | 2 | Nos | | | | |

| | | | | | | | | |
|-------------|--|--|---|-----|--|--|--|--|
| 45 | Lavalier microphone with cable | | 3 | Nos | | | | |
| 46 | Reporter microphone with cable | | 1 | Nos | | | | |
| 47 | Sound mixing console | | 1 | Nos | | | | |
| 48 | Control speaker | | 4 | Nos | | | | |
| 49 | External array for online data storage | | 2 | Nos | | | | |
| 50 | Portable hard drive | | 2 | Nos | | | | |
| 51 | MCU server | | 1 | Nos | | | | |
| 52 | Virtualization server | | 3 | Nos | | | | |
| 53 | Virtualization software | | 1 | Nos | | | | |
| 54 | Storage System | | 1 | Nos | | | | |
| 55 | Backup system | | 1 | Nos | | | | |
| 56 | Backup system software | | 1 | Nos | | | | |
| 57 | Licenses for the Microsoft Windows Server operating system | | 1 | Nos | | | | |
| 58 | Firewall | | 2 | Nos | | | | |
| 59 | Data network access switch | | 4 | Nos | | | | |
| 60 | Router for 10 ports (Router with optical SPF module) | | 1 | Nos | | | | |
| 61 | Core switch | | 1 | Nos | | | | |
| 62 | Server rack | | 2 | Nos | | | | |
| 63 | Uninterruptible power supply | | 6 | Nos | | | | |
| 64 | Touch vertical information kiosk | | 2 | Nos | | | | |
| Grand Total | | | | | | | | |

*Grand Total Price in Words =

Signature of Authorised Signatory

Name

Designation

Note :

1. All prices should be mentioned in INR (₹)
2. The commercial bid should be neatly typed and any cutting, overwriting or manual entry may lead to rejection of bid
3. The L-1 (CSP) will be decided based on lowest 'Grand Total Price (Inclusive of All Taxes, Levies etc.)'
4. In case of any calculation error, unit price will be considered for further arriving on tax total value or other calculations
5. Each and every page of this commercial bid should be duly signed and stamped.
6. Commercial bid should be submitted in a sealed envelope other than containing technical bid. At the outer side of envelope, the envelope should be labelled as 'Commercial Bid'.
7. For the items mentioned above, technical specifications will be as mentioned in EITK's UZB-ITL Tender document and subsequent corrigenda (if any).
8. The prices are asked on FOB basis at Armed Forces Academy, Tashkent, Uzbekistan and installation, testing, successful commissioning and warranty conditions of the supplied items, as mentioned in the EITK's UZB-ITL Tender. RailTel may ask CSP, bifurcation of the 'Total Basic Amount' for the respective line items.

Annexure - 06**PROFORMA FOR PERFORMANCE BANK GUARANTEE***(On Stamp Paper of ₹ One Hundred)*

To,

General Manager (Mktg),
 RailTel Corporation of India Limited,
 Plate-A, 6th Floor, Office Block Tower-2,
 East Kidwai Nagar, New Delhi - 110023

1. In consideration of the RailTel Corporation of India Limited (CIN : L64202DL2000GOI107905), having its registered office at Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi – 110023 (herein after called "RailTel") having agreed to exempt (CIN :) having its registered office at (hereinafter called "the said Contractor") from the demand, under the terms and conditions of Purchase Order No. dated made between RailTel and for (hereinafter called "the said Agreement") of security deposit for the due fulfilment by the said Contractor of the terms and condition contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs. Only). We (indicate the name and address and other particulars of the Bank) (hereinafter referred to as 'the Bank') at the request of contractor do hereby undertake to pay RailTel an amount not exceeding Rs. (Rs Only) against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Agreement.

2. We, the Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage by the said Contractor of any of terms or conditions contained in the said Agreement by reason of the Contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs (Rs. Only).

3. We, the Bank undertake to pay the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

4. We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement

have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before We shall be discharged from all liability under this Guarantee thereafter.

5. We, the Bank further agree with the RailTel that the RailTel shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

This Guarantee will not be discharge due to the change in the constitution of the Bank or the Contractor.

(..... indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of RailTel in writing.

Dated the Day of 2022 for (Name of Bank)

In the presence of Witnesses:

1. Signature With Date

Name

2. Signature With Date

Name