

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

**Expression of Interest for Selection of Partner from Empaneled Partners**

**For**

**“In-building Solutions (IBS) for providing shared Mobile  
(Cellular) Coverage (2G/3G/4G/5G)”**

**EOI No: RailTel/EOI/COMKTG/EB/IBS /2022-23/15 dated 28th March 2023**

## EOI NOTICE

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

**EOI Notice No: RailTel/EOI/COMKTG/EB/IBS /2022-23/15 dated 28th March 2023**

RailTel Corporation of India Ltd., (here after referred to as "RailTel") invites EOIs from RailTel's Empaneled Partners for the selection of suitable partner for **"In-building Solutions (IBS) for providing shared Mobile(Cellular) Coverage (2G/3G/4G/5G)"** at end customer premises.

The details are as under:

1	Last date for submission of Technical Packet against EOIs by bidders	31st March 2023 at 11:00 Hours
2	Opening of Technical Bid of EOIs	31st March 2023 at 11:15 Hours
3	Number of copies to be submitted for scope of work	One
4	EOI fees inclusive tax (Non-refundable)	Rs. 5,900/-Incl. GST
5	EOI EMD	Rs. 5,00,000/-

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

RailTel Bank Details: Union Bank of India, Account No. 340601010050446, IFSC Code - UBIN0534064.

Eligible empaneled partners are required to direct all communications related to this Invitation for EOI document, through the following Nominated Point of Contact persons:

**Level:1** Contact: Vrishad Shahade  
Designation: Senior Manager/Mktg  
Email: [vrishad.shahade@railtelindia.com](mailto:vrishad.shahade@railtelindia.com)  
Contact: +91-9717644181

**Level:2** Contact: Anand Singh Chandel  
Designation: Jt. GM/EB  
Email: [a.chandel@railtelindia.com](mailto:a.chandel@railtelindia.com)  
Contact: +91-9717644111

Note:

1. Empaneled partners are required to submit soft copy of response bid (techno commercial bid) through an e-mail at [eoiebc@railtelindia.com](mailto:eoiebc@railtelindia.com) only, duly signed by Authorized Signatories with Company seal and stamp.
2. The EOI response is invited from eligible Empaneled partners (BA/DSP/SI) of RailTel only with valid PBG with RailTel.
3. All the document must be submitted with **proper indexing** and **page no.**
4. Partner can submit their response as an individual organization only. Consortium/Joint venture is not allowed.
5. **Transfer and Sub-letting.** The bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof)
6. This is a single packet system EOI. Bidder must submit technical bid (eligibility documents and other documents) and financial bid in single packet.

## **1. Project Background and Objective of EOI**

RailTel intends to participate in the end Customer organization's tender for "In-building Solutions (IBS) for providing shared Mobile(Cellular) Coverage (2G/3G/4G/5G".

RailTel invites bids from RailTel's Empaneled Partners (BA/DSP/SI) for the selection of suitable partner for execution of above-mentioned work for the agreed scope work. The empaneled partner is expected to have excellent execution capability and good understanding of the customer local environment.

## **2. Scope of Work**

The scope of work In-Building solution (IBS) is as per tender ref. No. 1-ITPO(4)/IECC/2023 dated 15.03.2023 floated by India Trade Promotion Organization on back to back basis.

Bidder can participate only as a sole bidder and must be RailTel's empaneled partner and will be responsible for all the conditions mentioned in the end customer RFP for their scope of work.

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.)

## **3 Response to EOI guidelines**

### **3.1 Language of Proposals**

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

### **3.2 RailTel's Right to Accept/Reject responses**

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

### **3.3 EOI response Document**

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

All pages of the documents shall be signed by the bidder including the closing page in token of his having studied the EOI document and should be submitted along with the bid.

### **3.4 Period of Validity of bids and Bid Currency**

Bids shall remain valid for a period of 180 days from the date of Bid submission to end customer.

### **3.5 Bidding Process**

The bidding process as defined in para 3.10 & 6.

### **3.6 Bid Earnest Money (EMD)**

3.6.1 Bidder shall furnish a sum as given in EOI Notice via online transfer from any scheduled bank in India in favour of "RailTel Corporation of India Limited" along with the offer. This will be called as EOI EMD.

3.6.2 Offers not accompanied with valid EOI Fees and EOI EMD shall be summarily rejected.

3.6.3 In case of empaneled partner's offer is selected for bidding, partner has to furnish Earnest Money Deposit (if applicable) for the bid to RailTel. The selected Bidder shall have to submit a Bank Guarantee against EMD in proportion to the quoted value/scope of work to RailTel.

3.6.4 Return of EMD for unsuccessful Bidder: EOI EMD of the unsuccessful bidder shall be returned without interest after completion of EOI process.

3.6.5 Return of EMD for successful Bidder: EOI-EMD & Earnest Money Deposit if applicable of the successful bidder will be discharged / returned as promptly as possible after the receipt of RailTel's EMD/BG from the Customer and or on receipt of Security Deposit Performance Bank Guarantee as applicable (clause no. 3.7) from bidder whichever is later.

3.6.6 Forfeiture of EOI EMD or EOI EMD and or Penal action as per EMD Declaration:

- a) The EOI EMD may be forfeited and or penal action shall be initiated if bidder withdraws his offer or modifies the terms and conditions of the offer during validity period.

### **3.7 Security Deposit / Performance Bank Guarantee (PBG)**

3.7.1 In case the bid is successful, the PBG of requisite amount proportionate to the agreed scope of the work will have to be submitted to RailTel. If required PBG amount is less than Rs. 5 Lakh, then PBG shall be paid in online cash transfer/DD by successful bidder within seven days of issue of LOI.

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

3.7.3 The PBG may be forfeited and or penal action shall be initiated if bidder fail to adhere to the contractual terms agreed upon after Railtel being declared successful bidder.

### **3.8 Last date & time for Submission of EOI response**

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

### **3.9 Modification and/or Withdrawal of EOI response**

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

No bidder shall be allowed to withdraw the response after the last date and time for submission.

The successful Bidder will not be allowed to withdraw or back out from the response commitments. In case of withdrawal or back out by the successful Bidder, the Earnest Money Deposit shall be forfeited, and all interests/claims of such Bidder shall be deemed as foreclosed.

### **3.10 Details of Financial bid for the above referred tender**

Bidder meeting eligibility criteria with highest quoted licensee fees and revenue share will be selected for participating in the end customer tender.

### **3.11 Clarification of EOI Response**

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

### **3.12 Other terms and conditions**

- 1) In case of any discrepancy, terms and conditions mentioned in the end customer tender shall prevail.
- 2) Contract for the said services shall remain in force for a period of eight years from the date of issue of LOI/work order.
- 3) Bidder shall be responsible for the scope of work its selected for. Any penalty against the non-performance/SLA shall be borne by bidder.
- 4) License Agreement with selected bidder shall commence from date of handing over of the locations by end customer to RailTel
- 5) Selected bidder shall be provided with 30 days fitment period. Fitment period shall commence from handing over of the space at the concerned locations by end customer to RailTel. The bidder shall complete its fitment in all respects within the specified fitment period.
- 6) Selected bidder's revenue share to RailTel shall commence immediately after the expiry of fitment period of 30 days.
- 7) Selected Bidder shall Obtain all approvals, permits, etc. from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, DoT etc. at its own cost for its scope of work.
- 8) Selected bidder shall ensure no damage is caused to the Buildings/ Halls of end customer and proper repairs and finishing is to be done after installation of the network components, if any.
- 9) Electricity connection & consumption charges, as applicable, shall be borne by the bidder for entire contract duration for its scope of work.

10) The bidder shall pay quoted revenue share annually in advance along with applicable taxes.

### 3.13 Period of Association/Validity of Agreement

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

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

SN	Particulars	Criteria for Tender Package
		(Mandatory Compliance & Document Submission)
<b>A)</b>	<b>Financial Conditions</b>	
i)	Bidder should be registered under Companies Act, 1956 or Companies Act 2013 as amended should have at least 3 years of operations in India as on bid submission date.	1. Certificate of Incorporation/ Registration Certificate 2. GST Registration 3. PAN Card
ii)	Bidder should have annual turnover of INR 83.25 Crores during the each of the last three financial years i.e. 2019-20, 2020-21, 2021-22.	Audited balance sheets and Profit and loss statements certified by Chartered Accountant (CA) with UDIN number
iii)	Bidder should also have a positive net worth & be profitable in each of the last 3 financial years (i. e. 2019-20, 2020-21, 2021-22.).	Audited balance sheets and Profit and loss statements certified by Chartered Accountant (CA) with UDIN number
<b>B)</b>	<b>Technical Conditions</b>	
iv)	Bidder should have Implemented IBS solution in at least 5 convention centres in last 5 years	Copy of work orders/Completion certificate/Agreement signed with customer.
v)	Bidder should have implemented IBS solution in last five years (up to 31.03.2022)  at least 2.3 Lakh sqm in single work order Or 1.5 Lakh Sqm in each of the two work orders  Or 1.15 lakh Sqm. In each of the three work orders	Copy of work orders/Completion certificate/Agreement signed with customer.
<b>C)</b>	<b>Annexures</b>	
1)	<b>Annexure 1</b>	<b>Covering Letter:</b> Self-certification duly signed by authorized signatory on company letter head.
2)	<b>Annexure 2</b>	The Partner should agree to abide by all the technical, commercial & financial conditions of the EOI.  Self-certification duly signed by authorized signatory on company letter head.

3)	<b>Annexure 3</b>	An undertaking signed by the Authorized Signatory of the company letter head. The Bidder should not have been blacklisted/debarred by any Governmental/Non-Governmental Organization in India as on bid submission date for last three years
4)	<b>Annexure-4</b>	Format for Affidavit to be uploaded by sole bidder along with the tender documents.
5)	<b>Annexure-5</b>	Non-disclosure agreement with RailTel.
6)	Power of Attorney	Power of Attorney in favour of one of its employees who will sign the Bid Documents Non Judicial stamp paper of Rs. 100 executed in presence of Public Notary. The paper has to be in the name of the bidder
7)	Additional Documents to be Submitted.	Technical Proposal with overview of the project with strength of the Partner.
D	<b>Financial Quote:</b>	As per Annexure-6

## 5. Bidder's Profile

The bidder shall provide the information in the below table:

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

## 6. Evaluation Criteria

- 6.1 The bidders are first evaluated on the basis of the Eligibility Criteria as per clause 4 above.
- 6.2 The bidders who fulfills the Eligibility criteria shall be further evaluated on the basis of price



quoted. Bidder meeting eligibility criteria with highest quoted revenue share and per annum license fees will be selected for exclusive pre-bid arrangement for optimizing technical and commercial solution so that most winnable solution is submitted to end customer.

- 6.3 RailTel reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants. The RailTel evaluation committee will determine whether the proposal/ information is complete in all respects and the decision of the evaluation committee shall be final. RailTel may at its discretion assign lead factor to the bidder as per RailTel policy for shortlisting partner against this EOI.
- 6.4 All General requirement mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable.

## **7. Payment terms**

- 7.1 Bidder shall pay quoted annual revenue share for each year to RailTel at the start of the every contracted year.
- 7.2 In case of any penalty or deduction made by customer for the portion of work to be done by bidder, same shall be passed on to Bidder.
- 7.3 Bidder/selected partner understands that if he so selected will be treated as Bidder and not vendor in any manner. It is categorically agreed without any doubt that provision related to MSME shall not be applicable to the selected partner and payment terms shall be governed in accordance with the definitive agreement entered into with bidder.

## **8 SLA**

The selected bidder will be required to adhere to the SLA matrix as defined in the end Customer organization tender for his scope of work and the SLA breach penalty will be applicable proportionately on the selected bidder, as specified in the end Customer organization tender in absolute figures. The SLA scoring and penalty deduction mechanism for in-scope of work area shall be followed as specified in the tender of end customer. Any deduction by Customer from RailTel payments on account of SLA breach which is attributable to Partner will be passed on to the Partner proportionately based on its scope of work.

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

COVERING LETTER (To be on company letter head)

To,

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

Dear Sir,

SUB: Participation in the EoI process

Having examined the Invitation for EoI document bearing the reference number \_\_\_\_\_ released by your esteemed organization, we, undersigned, hereby acknowledge the receipt of the same and offer to participate in conformity with the said Invitation for EoI document.

If our application is accepted, we undertake to abide by all the terms and conditions mentioned in the said Invitation for EoI document.

We hereby declare that all the information and supporting documents furnished as a part of our response to the said Invitation for EoI document, are true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us, our EoI is liable to be rejected.

Authorized Signatory

Name

Designation

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

Self-Certificate (To be on company letter head)

EoI Reference No:

Date:

To,

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

Dear Sir,

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

- 1) Having examined the Technical specifications mentioned in this EOI, we hereby confirm that we meet all specification.
- 2) We \_\_\_\_\_ agree to abide by all the technical, commercial & financial conditions of the end customer work for which EOI is submitted (except pricing, termination & risk purchase rights of the RailTel). We understand and agree that RailTel shall release the payment to selected partner the receipt of corresponding payment from end customer by RailTel. Further we understand that in case selected partner fails to execute assigned portion of work, then the same shall be executed by RailTel through third party or departmentally at the risk and cost of selected sole partner
- 3) We agree to abide by all the technical, commercial & financial conditions of the end customer's work for the agreed scope of work for which this EOI is submitted.
- 4) We hereby certify that any services, equipment and materials to be supplied are produced in eligible source country complying with OM/F. No. 6/18/2019 dated 23rd July 2020 issued by DoE, MoF.
- 5) We hereby undertake to work with RailTel as per end customer's terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Criteria as required by end customer's and other terms and conditions like technical certificates, OEM compliance documents.
- 6) We understand and agree that RailTel is intending to select a bidder who is willing to accept all terms & conditions of end customer organization's work for the agreed scope of work. RailTel will strategies to retain scope of work where RailTel has competence.
- 7) We hereby agree to submit that in case of being selected by RailTel as bidder for the proposed project (for which EOI is submitted), we will submit all the forms, appendix, relevant documents etc. to RailTel that is required and desired by end Customer.

- 8) We hereby undertake to sign Non-Disclosure Agreement with RailTel on a non-judicial stamp paper of Rs. 100/- in the prescribed Format.
- 9) We undertake that we will not submit directly or indirectly out bids and techno-commercial solution/association with any other organization once selected in this EOI.

Authorized

SignatoryName &

Designation

### **Annexure 3: Undertaking for not Being Blacklisted/Debarred**

<On Company letter head>

To,

RailTel Corporation of India Ltd  
Plate-A, 6th Floor, Office Tower-2,  
NBCC Building, East Kidwai Nagar, New Delhi-110023 Subject:

### **Undertaking for not Being Blacklisted/Debarred**

We, Company Name, having its registered office at Address

hereby declares that that the Company has not been blacklisted/debarred by any

Governmental/ Non-Governmental organization in India for past 3 Years as on bid submission date.

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Bidder's Company Seal:

#### **Annexure 4: Format of Affidavit**

##### **FORMAT FOR AFFIDAVIT TO BE UPLOADED BY SOLE PARTNER) ALONGWITH THE EOI DOCUMENTS**

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-.The paper has to be in the name of the bidder) \*\*

I..... (Name and designation)\*\* appointed as the attorney/authorized signatory of the bidder (including its constituents),

M/s\_\_\_\_\_ (hereinafter called the Bidder) for the purpose of the EOI documents for the work of \_\_\_\_\_ as per the EOI No. \_\_\_\_\_ of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the behalf of the Bidder including its constituents as under:

1. I/we the empaneled partner of RailTel, am/are signing this document after carefully reading the contents.
2. I/we the empaneled partner also accept all the conditions of the EOI and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the EOI documents from RailTel website [www.railtelindia.com](http://www.railtelindia.com). I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the EOI document. In case of any discrepancy noticed at any stage i.e. evaluation of EOI, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentialssubmitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the EOI by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of EOI, it shall lead to forfeiture of the EOI EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the Bidder)\*\*\_\_\_\_\_ and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT  
SEAL AND SIGNATURE  
OF THE BA

VERIFICATION

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

DEPONENT

Dated:  
SEAL AND SIGNAURE  
OF THE BA

Place:

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

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

**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (this “**Agreement**”) is made and entered into on this \_\_\_\_ day of \_\_\_\_, 2023 (the “**Effective Date**”) at \_\_\_\_\_.

By and between

**RailTel Corporation of India Limited, (CIN: L64202DL2000GOI107905)**, a Public Sector Undertaking under Ministry of Railways, Govt. of India, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower -2, East Kidwai Nagar, New Delhi-110023, (hereinafter referred to as '**RailTel**'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of the ONE PART,

And

\_\_\_\_\_) (CIN: \_\_\_\_\_), a company duly incorporated under the provisions of Companies Act, \_\_\_\_\_ having its registered office at \_\_\_\_\_, (hereinafter referred to as '**\_\_\_\_\_**'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of OTHER PART

RailTel and \_\_\_\_\_ shall be individually referred to as “Party” and jointly as “Parties”

WHEREAS, RailTel and \_\_\_\_\_, each possesses confidential and proprietary information related to its business activities, including, but not limited to, that information designated as confidential or proprietary under Section 2 of this Agreement, as well as technical and non-technical information, patents, copyrights, trade secrets, know-how, financial data, design details and specifications, engineering, business and marketing strategies and plans, forecasts or plans, pricing strategies, formulas, procurement requirements, vendor and customer lists, inventions, techniques, sketches, drawings, models, processes, apparatus, equipment, algorithms, software programs, software source documents, product designs and the like, and third party confidential information (collectively, the “**Information**”);

WHEREAS, the Parties have initiated discussions regarding a possible business relationship for \_\_\_\_\_.

WHEREAS, each Party accordingly desires to disclose certain Information (each Party, in such disclosing capacity, the “**Disclosing Party**”) to the other Party (each Party, in such receiving capacity, the “**Receiving Party**”) subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the receipt of certain Information, and the mutual promises made in this Agreement, the Parties, intending to be legally bound, hereby agree as follows:

**1. Permitted Use.**

(a) Receiving Party shall:

(i) hold all Information received from Disclosing Party in confidence;



(ii) use such Information for the purpose of evaluating the possibility of entering into a commercial arrangement between the Parties concerning such Information; and

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

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

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

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

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

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

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

## **2. Designation.**

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

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

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

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

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

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

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

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

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

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

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

8. **Notice.**

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

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

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

**RailTel Corporation of India limited:**

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

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_:

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

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

## **13. Settlement of Disputes:**

- a) The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.
- b) In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.
- c) The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the parties.

## **14. CONFIDENTIALITY OF NEGOTIATIONS**

Without the Disclosing Party's prior written consent, the Receiving Party shall not disclose to any Person who is not a Representative of the Receiving Party the fact that Confidential Information has been made available to the Receiving Party or that it has inspected any portion of the Confidential Information or that discussions between the Parties may be taking place.

## **15. REPRESENTATION**

The Receiving Party acknowledges that the Disclosing Party makes no representation or warranty as to the accuracy or completeness of any of the Confidential Information furnished by or on its behalf. Nothing in this clause operates to limit or exclude any liability for fraudulent misrepresentation.

## **16. ASSIGNMENT**

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

## **17. EMPLOYEES AND OTHERS**

Each Party shall advise its Representatives, contractors, subcontractors and licensees, and shall require its Affiliates to advise their Representatives, contractors, subcontractors and licensees, of the obligations of confidentiality and non-use under this Agreement, and shall be responsible for ensuring compliance by its and its Affiliates' Representatives, contractors, subcontractors and licensees with such obligations. In addition, each Party shall require all persons and entities who are not employees of a Party and who are provided access to the Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions no less stringent than those set forth in this Agreement. Each Party shall promptly notify the other Party in writing upon learning of any unauthorized disclosure or use of the Confidential Information by such persons or entities.

## **18. NO LICENSE**

Nothing in this Agreement is intended to grant any rights to under any patent, copyright, or other intellectual property right of the Disclosing Party, nor will this Agreement grant the Receiving Party any rights in or to the Confidential Information of the Disclosing Party, except as expressly set forth in this Agreement.

## **19. RELATIONSHIP BETWEEN PARTIES:**

Nothing in this Agreement or in any matter or any arrangement contemplated by it is intended to constitute a partnership, association, joint venture, fiduciary relationship or other cooperative entity between the parties for any purpose whatsoever. Neither party has any power or authority to bind the other party or impose any obligations on it and neither party shall purport to do so or hold itself out as capable of doing so.

## **20. UNPUBLISHED PRICE SENSITIVE INFORMATION (UPSI)**

\_\_\_\_\_ agrees and acknowledges that \_\_\_\_\_, its Partners, employees, representatives etc., by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall be deemed to be "Connected Persons" within the meaning of SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be bound by the said regulations while dealing with any confidential and/ or

price sensitive information of RailTel. \_\_\_\_\_ shall always and at all times comply with the obligations and restrictions contained in the said regulations. In terms of the said regulations, \_\_\_\_\_ shall abide by the restriction on communication, providing or allowing access to any Unpublished Price Sensitive Information (UPSI) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel.

## 21. MISCELLANEOUS

This Agreement constitutes the entire understanding among the Parties as to the Information and supersedes all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each Party by its authorized representative. The failure or delay of any Party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party's right thereafter to enforce each and every provision of this Agreement. In the event that any of the terms, conditions or provisions of this Agreement are held to be illegal, unenforceable or invalid by any court of competent jurisdiction, the remaining terms, conditions or provisions hereof shall remain in full force and effect. The rights, remedies and obligations set forth herein are in addition to, and not in substitution of, any rights, remedies or obligations which may be granted or imposed under law or in equity.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth above.

\_\_\_\_\_:

**RailTel Corporation of India Limited:**

By \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_  
Name:  
Title:

Witnesses

## Annexure-6: Financial Bid Format

### I.

Particular	Total revenue share to be offered to RailTel per annum (in INR)
License fees (in INR) for 1 <sup>st</sup> year	
License fees (in INR) for 2nd year	
License fees (in INR) for 3rd year	
License fees (in INR) for 4th year	
License fees (in INR) for 5th year	
License fees (in INR) for 6 <sup>th</sup> year	
License fees (in INR) for 7th year	
License fees (in INR) for 8th year	

### II.

Particular	Total revenue share to be offered to RailTel per annum (in %)
Revenue Share to RailTel	