

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

Expression of Interest for Selection of Partner from Empaneled Partners

For

“For installation, operating, maintaining and managing On-Demand Internet Services in Wireless and Wireline modes viz. Wi-Fi, Broadband Internet Services and Internet Leased Line (ILL) Services etc. in new Exhibition Halls, old Exhibition Halls, Convention Center, F&B Food Courts, Basement Parkings, New Admin. Building, nearby adjoining areas and any other area at Pragati Maidan, New Delhi as suggested by ITPO”

EOI No: RailTel/EOI/COMKTG/EB/Wi-fi /2023-24/16 dated 7th July 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/Wi-fi /2023-24/16 dated 7th July 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 “For installation, operating, maintaining and managing On-Demand Internet Services in Wireless and Wireline modes viz. Wi-Fi, Broadband Internet Services and Internet Leased Line (ILL) Services etc. in new Exhibition Halls, old Exhibition Halls, Convention Center, F&B Food Courts, Basement Parkings, New Admin. Building, nearby adjoining areas and any other area at Pragati Maidan, New Delhi as suggested by ITPO” at end customer premises.

The details are as under:

1	Last date for submission of Technical Packet against EOIs by bidders	11 th July 2023 at 12:00 Hours
2	Opening of Technical Bid of EOIs	11 th July 2023 at 12:15 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. 17,60,000/-

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
Contact: +91-9717644181

Level:2 Contact: Anand Singh Chandel
Designation: Jt. GM/EB
Email: 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 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 or as a consortium. However, consortium is permitted in terms of conditions mentioned in the EOI
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 (password protected) in single packet.

1. Project Background and Objective of EOI

RailTel has been declared successful bidder by end customer i.e. ITPO for “For installation, operating, maintaining and managing On-Demand Internet Services in Wireless and Wireline modes viz. Wi-Fi, Broadband Internet Services and Internet Leased Line (ILL) Services etc. in new Exhibition Halls, old Exhibition Halls, Convention Center, F&B Food Courts, Basement Parkings, New Admin. Building, nearby adjoining areas and any other area at Pragati Maidan, New Delhi as suggested by ITPO”.

RailTel invites bids from RailTel’s empaneled Partners 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 the work 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.

RailTel Scope of work:

- a) RailTel shall provision required Internet Bandwidth at Admin Block, Convention Centre and existing PoP
- b) SMS alerts for any transactions/OTP/Service activation will be responsibility of RailTel
- c) Broadband Network Gateway (BRAS) and Carrier Grade Natting (CGNAT) will be responsibility of RailTel.
- d) Toll free number for customer contact centre shall be provided by RailTel. Toll free number shall be manned and operated by bidder without any additional cost to RailTel. E-mail services(domain) for customer queries/complaints shall be provided by RailTel and to be operated by bidder.

Bidder’s scope of work of bidder is as below:

- a) All hardware and delivery of BW by providing Wireless (Wi-Fi) and Wired Internet services [On-demand Broadband and Internet Leased Line (ILL) Services] in the desired locations of the entire new Exhibition Halls, old Exhibition Halls, Convention Center, F&B Food Courts, Basement Parking, New Admin Building, nearby adjoining areas and any other area at Pragati Maidan, New Delhi as suggested by ITPO.
- b) The Wi-Fi, Broadband and Internet Leased Line (ILL) Internet services shall be required for the events (including but not limited to exhibitions, seminars, conferences, other MICE events etc.) being held/ organized at Pragati Maidan Complex, New Delhi by ITPO or any third party event organizer. The events are of different sizes and different nature.
- c) The network equipments viz. Network Racks, OFC, UTP, Structured cabling, jack panels, LIU etc. required for the new halls buildings viz. Hall 1, Hall 2, Hall 3, Hall 4, Hall 5, Hall 6 and Hall 14, Convention Center, New Admin Building etc. will be provisioned by ITPO as per Bill of Materials (BOM) given at Annexure – IX of the Tender floated by ITPO. Hall 2, Hall 3, Hall 4 & Hall 5 will be available at the time of commencement of the contract, however Hall 1, Hall 6 and Hall 14 are under civil construction as on date and shall be available in due course. The

equipments mentioned in the BOM will be available as per the schedule of hand-over of the halls accordingly.

All the network components required for the old exhibition halls viz. Hall 7, Hall 8, Hall 9, Hall 10, Hall 11, Hall 12 and Hall 12A will have to be provisioned by the bidder including the active and passive network components such as Network Racks, OFC, UTP, Structured cabling, jack panels, LIU etc. The service provider will be required to construct hub rooms / switch rooms needed at the required locations within the halls/areas indicted above. All costs towards the same inter-alia including civil construction material, labour costs, transportation costs etc. will have to be borne by the bidder. The bidder will however, be required to construct hub rooms / switch rooms, if any additional needs at the required locations within the halls/areas indicted above. All costs towards the same inter-alia including civil construction material, labour costs, transportation costs etc. will have to be borne by the bidder

- d) The bidder's scope would include installation, commissioning, operating, managing and maintaining the entire Wi-Fi and On-Demand event-specific Internet Services Network. testing and commissioning of the Wi-Fi network, monitoring the usage comprehensive maintenance of the entire network post successful Go-Live and maintenance of sufficient spares to ensure 24*7 uptime availability. All the manpower required for operating and managing the Wi-Fi network will be provided by the bidder. Post Go-Live of the system, additional equipments if any required viz. switches, APs, cabling work etc. required for operating and managing the network are to be provided by the bidder at no additional cost to RailTel.
- e) The PVC conduit/ casing/ capping/ all accessories and other required components if any additionally installed including labels, ferrules and any other installed components should be ISI certified
- f) The bidder shall ensure that no damage is caused to the Buildings/ Halls of ITPO, Pragati Maidan and proper repairs and finishing is to be done after installation of the network components, if any. The bidder prior to any civil/ network component (active/ passive) installation work should carry out the site survey and submit a report to RailTel+ITPO detailing out the network & installation plan and get the same approved from RailTel+ITPO prior to starting the civil/ installation work. The cabling job, if any, should be carried out under the supervision of certified engineers. All the wiring should be fully concealed inside the conduit /casing and no cable (except patch cords) should be visible to the naked eye. The cabling shall be properly labeled and ferruled so as to facilitate easy identification and maintenance. The labeling and ferruling shall be documented. All civil work like cutting, chasing, drilling, etc. shall be finished to ensure smooth leveled surfaces matching the existing aesthetics of the buildings to the best extent possible. All waste material shall be properly disposed off from Pragati Maidan, New Delhi premises in an environment friendly manner and compliant to applicable civil/municipal guidelines.
- g) All installed cabling components and the system (Cables, Cable managers, I/Os, Patch Cords, Jack Panels, Access Points etc.) should be (As per applicability):-
 - i) IEEE 802.11 standard compliant.
 - ii) Conform to the TIA/ EIA 568-A/B standard
- h) RailTel is licensed with the said Licensed Premises, equipment, installations, fittings and fixtures on 'as is where is' basis and the bidder shall not make any additions or alterations in the Licensed Space, installations including electric installations and wiring without the prior permission of ITPO in writing and when permitted by the ITPO, the said additions and alterations shall be carried out by the bidder at its own cost and shall not be entitled for any compensation for any additions/alterations in this regard whatsoever. The infrastructure so laid

down shall vest in ITPO thereafter. The bidder shall install their own fixtures and equipment in the said Licensed Premises by RailTel after duly obtaining all necessary approvals from the licensor(ITPO), permissions and licenses from the Municipal Corporation, DoT and such other Statutory Authorities at its own cost and expense

- i) Security Features: - The complete Wi-Fi network should be compliant to Wi-Fi Certified WPA2 and WPA3 enterprise Wi-Fi security protocols or any other latest protocols.
- j) KYC Requirements, Captive Portal And BI Tool: The bidder shall obtain Know You Customer (KYC) details of each user as per DOT (Department of Telecom) guidelines and the connectivity shall be provided with a valid Login ID & Password and shall ensure that unique Login ID and Password do not have provision for simultaneous multiple logins.

The details must be captured through a Captive Portal specifically developed by bidder for the same purpose and should also have a back-end Dashboard available to ITPO for monitoring the active connections, billing data/ details, generate MIS reports, business analytics etc. The captive portal should have SSL certificate embedded and all the personal data transmission should be in encrypted form. All data secrecy, confidentiality etc., shall be sole responsibility of the bidder and the bidder shall be solely responsible for any hacking, frauds, scams etc., if any occurring due to any lapse in the security of the network, data leakages etc.

The bidder has to integrate with the system a well established Business Analytics (BI) tool which may be utilized by ITPO to retrieve, analyze & report data and use it for further decision making. Deployed BI tool should be able to act on data to be analyzed and tune it into insightful and actionable business information. Non-compliance may attract penalty of Rs.1,50,000/- to be paid within 15 days from the date of invoice, failing which penal interest of 9% per annum shall be chargeable

- k) All the data collected on the captive portal after KYC of each user will be the property of end customer(ITPO) and the bidder shall handover all the data to end customer in desired form. The contractor shall sign Non-Disclosure Agreement with RailTel and if required with end customer (ITPO) for confidentiality and secrecy of the data collected through the captive portal and shall maintain data and all records as per applicable DoT guidelines. Hosting of Captive portal along with associated Software/application etc. shall be on RailTel's cloud infrastructure and is under RailTel's scope of work.

L) Services provided by the Selected Bidder shall be as under:

- i. Access Control and Audit trail mechanism as per industry standard and security norms defined by various regulatory authorities.
- ii. Web-based management console to monitor and manage the Wi-Fi, Broadband and ILL services. Provisions should be made available to end customer to monitor/ view the network management data.
- iii. Facility to define rule based access depending on usage, time duration etc. The bidders are required to submit as part of their proposals, proposed plans for Wi-Fi, Broadband and ILL internet services.
- iv. Seamless facility to extend the usage of Wi-Fi services (beyond free time) through multiple payment mechanisms.

- v. Provision for customizable reports for Wi-Fi access logs. Role based Access control to all management and reporting functions.
- vi. Facility to enable/ disable specific user/ system from Wi-Fi/ Internet access based on system MAC address, Mobile No. used for authentication etc.
- vii. Proposed wireless and wired networks should be secure and in compliance with Indian Laws and DOT directives. Service Provider should maintain logs of the internet users for prescribed period as per the DOT guidelines.
- ix. WIPS (Wireless Intrusion Prevention Systems including Server and Sensors) should be implemented to prevent any kind of intrusion/ cyber attacks etc.

m) Manpower support:

- a) Bidder shall be responsible to ensure seamless and uninterrupted operation at all times by deputingadequate and suitable manpower at its own cost without taking into consideration the manpower placed under the administrative control of RailTel/ITPO above
- b) The number of persons deployed by the bidder shall be increased in view of multiple events, volume of work, complexities involved, marquee / VIP events as also to take care of leave, illness, job requirement, support activity, quality, promptness etc.
- c) Additional manpower, if any required for running the services smoothly need to be deputed by the bidder at no additional cost to RailTel. The Bidder has to ensure without fail that all the necessary compliances related to relevant Labour Laws, EPFO Act, Minimum Wages Act, ESI Act are done by the Bidder. Necessary documents on monthly basis including EPF/ ESIC compliance related documents, Wage Registers etc. are to be submitted by the vendor. RailTel reserves the right to invoke termination of the contract with immediate effect in case of non-compliance of the above obligation of the contract by the bidder, if demanded. The working hours may be extended as per requirement during any particular event and engineers may also be required to attend work on Saturdays/ Sundays or any holiday as per requirement during any event.
- d) The Bidder shall ensure that all its personnel deputed for required services during the tenure of the contract and any time thereafter maintain the strict confidence of all information relating to the work and shall not, unless so authorized in writing by RailTel/ITPO, divulge or grant access to any information about the work or its results. The contractor and/or his deputed persons shall not destroy/alter any report, note and technical data relating to the operation/work. The obligation is continuing one and shall survive after the completion/ termination of this agreement. Any violation in this regard may lead to the termination of the contract/legal proceedings as deemed fit by RailTel.
- e) Bidder may be asked to deploy technical manpower as required by ITPO with minimum qualifications as mentioned in the end customer RFP. The cost of this manpower shall be borne by end customer (ITPO) and shall be reimbursed to the selected bidder on actual basis by RailTel. This Manpower shall be at disposal of ITPO and help ITPO to ensure smooth functioning services and liaisoning with RailTel and selected bidder.

In case of any discrepancy or ambiguity in any clause / specification pertaining to scope of work area, the tender 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.)

Bidder can participate as a sole bidder or as a consortium (maximum two members are allowed in

the consortium including lead bidder). In case of consortium, both members of the consortium must be RailTel's empaneled partner (BA/DSP/SDWAN/SI) and will be responsible for all the conditions mentioned in the end customer RFP.

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 90 days from the date of Bid submission.

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 execution of work, 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 PO/LOI 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 issuance of PO/LOI by RailTel.

3.6.5

3.6.6 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 and upon submission of valid PBG duly confirmed from Bank with SFMS.

3.6.7 Forfeiture of 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 bidder is successful and selected for execution of work, the PBG of Rs. 36,00,000/- (Rupees Thirty Six Lakh) for the agreed scope of the work will have to be submitted to RailTel upon issuance of PO/LOI and at the time of signing of agreement.

3.7.2 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 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 revenue share will be selected for execution of the work.

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 or till the expiry of end customer's contract with RailTel. In case end customer extends the contract with RailTel beyond eight years, RailTel, at its discretion may choose to negotiate/extend the contract.
- 3) Bidder has to execute the required scope of work in three weeks from the date of issuance of work order.
- 4) Bidder shall be responsible for the scope of work its selected for. Any penalty against the non-performance/SLA shall be borne by bidder.
- 5) 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.
- 6) 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.
- 7) Electricity connection & consumption charges, as applicable, shall be borne by the bidder for entire contract duration for its scope of work.

3.13 Terms and conditions for Consortium

- 1) Bidder can participate as a sole bidder or as a consortium (maximum two members are allowed in the consortium)
- 2) Both the members of the consortium should be empaneled partner of RailTel and RailTel's empaneled partner must be the lead bidder of the consortium.
- 3) In case consortium is a successful bidder, Lead bidder of the consortium will be responsible for all the terms and conditions of the EOI. RailTel shall communicate with only lead bidder of the consortium for any official communication.
- 4) Each member of the consortium shall submit Power of Attorney/Board resolution separately in favour of one of its employees to participate in this EOI. Furthermore, consortium shall nominate their lead bidder in joint agreement on non judicial stamp paper of Rs. 100 and submit along with the response bid. Also, consortium shall assign Lead bidder's designated person as a Power of Attorney of consortium who shall sign the response bid on behalf of consortium.
- 5) Lead bidder of the consortium shall submit EOI EMD fees, EOI fees, and PBG in case selected for execution of work.
- 6) Tripartite agreement shall be signed with consortium and both the members needs to sign the tripartite agreement post award of work.
- 7) In case consortium is selected, work order shall be issued to consortium.
- 8) In case of non-cooperation or difficulty in execution of work during the contract period, Lead bidder, with the consent of its consortium partner and prior consent of RailTel can change the consortium partner only after one year of successful execution of work after award of work with valid reasoning. The replaced member has to comply with the conditions of this EOI

4. Eligibility Criteria for Bidding Business Partner of RailTel

SN	Particulars	Criteria for Tender Package
		(Mandatory Compliance & Document Submission)
A)	Financial Conditions	
i)	Sole Bidder/ all consortium members should be registered under Companies Act, 1956 or Companies Act 2013 as amended should have at least three years of operations in India as on bid submission date.	1. Certificate of Incorporation/ Registration Certificate 2. GST Registration 3. PAN Card
ii)	Sole Bidder/(combined in case of) Consortium should have annual turnover of INR 26.4 Crores during the each of the last three financial years i.e. 2020-21, 2021-22 and 2022-23.	Audited balance sheets and Profit and loss statements certified by Chartered Accountant (CA) with UDIN number
iii)	Bidder/(combined in case of) Consortium should have a positive net worth & be profitable in any of the last 3 financial years (i. e. 2020-21, 2021-22 and 2022-23).	Audited balance sheets and Profit and loss statements certified by Chartered Accountant (CA) with UDIN number
B)	Technical Conditions	
iv)	Bidder/Consortium should have implemented Wi-Fi /Broadband/Leased line solution/ICT/IT/Telecom Infrastructure/Networking project in last five years (up to 31.03.2023) At least 10.56 Crore in single work order Or 7.04 Crore in each of the two work orders Or 5.28 Crore Lakh In each of the three work orders	Copy of work orders/Completion certificate/Agreement signed with customer. In case of ongoing work, certificate from customer for completion of partial work to be submitted.
V)	Bidder/Any member of consortium must have experience of providing similar services to minimum 5 events /Exhibitions etc. in last one year ending up to 31.05.2023. *similar services are Wi-Fi /Broadband/Leased line services or O&M of Wi-Fi /Broadband/Leased line services to events/exhibitions/trade fairs of short duration	Documentary proof/PO from customer/Certificate from customer to be submitted.
Vi)	Bidder/Any member of the consortium must have valid IP-1 License	Documentary Proof of license.
C)	Annexures	
1)	Annexure 1	Covering Letter: Self-certification duly signed by authorized signatory on company letter head.

2)	Annexure 2	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)	Annexure 3	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)	Annexure-4	Format for Affidavit to be uploaded by sole bidder along with the tender documents.
5)	Annexure-5	Non-disclosure agreement with RailTel.
6)	Power of Attorney	In case of Sole bidder: Power of Attorney/ Board Resolution in favour of one of its employees who will sign the Bid Documents. In case of consortium: 1) Consortium Agreement on non judicial stamp paper of Rs. 100 and duly notarized 2) Power of Attorney/Board resolution of consortium members authorizing a) Execution of consortium agreement and b) Appointing the authorized signatory for this purpose on non judicial stamp paper of Rs. 100 and duly notarized. 3) Power of Attorney by all the members of consortium in favor of the lead member
D	Financial Quote: As per Annexure-6	Bidder/Consortium has to submit its % of revenue share. This has to be submitted in password protected copy separately.

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) along with cancelled cheque	
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 fulfill the Eligibility criteria shall be further evaluated on the basis of revenue share quoted. Bidder meeting eligibility criteria with lowest quoted revenue share for the scope of work will be selected. (Bidder has to quote its own revenue share out of total revenue generated) as mentioned in the annexure-6.
- 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 raise the monthly invoice for its part of revenue share. RailTel shall release the payments within seven working days after acceptance of the correct invoice submitted by bidder.
- 7.2 In case if customer are billed after provision of services, then revenue share against such invoices/services shall be released once payment from end customer is received by RailTel.
- 7.3 In Case of consortium only lead bidder shall the raise the invoices on behalf of consortium. RailTel shall release the payment to only Lead Bidder during entire contract period.
- 7.4 DoT share of 8% will be deducted first from the total revenue generated from the services provisioned and revenue share on remaining part will be disbursed. For example, for every Rs. 100 of revenue generated, after deduction of 8% DoT share, quoted revenue share from remaining Rs. 92 will be disbursed to bidder.
- 7.5 Furthermore, RailTel and selected partner shall work out mutually to simplify the entire billing process to customers as well simplifying the process of settling of revenue share between RailTel and selected bidder.
- 7.6 All the invoicing to exhibitors/organisers/users/any other customer will be in the name of RailTel

Corporation of India Limited.

- 7.7 For the long duration circuits spanning a year or more, no revenue share will be applicable.
- 7.8 In case of any penalty or deduction made by customer/s for the portion of work to be done by bidder, same shall be passed on to Bidder.
- 7.9 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 (to be submitted by sole bidder/lead partner in case of consortium)

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 (to be submitted by sole bidder/lead partner in case of consortium)

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 (to be submitted by sole bidder/consortium partners)

<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 (to be submitted by sole Bidder/ all consortium partners)

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. 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 (to be submitted by sole bidder/all members in case of consortium)

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

Particular	Bidder's revenue share (in %)
Bidder's Revenue Share in % (% revenue share in words)	