

RailTelCORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking)

**Expression of Interest for obtaining offer from OEMs or authorized partners of OEM
for the work of Train Management System**

**for
for DFFCCIL Tender**

**IFB No: HQ/S&T/EC/D-B/DDU-BPUN issued on 27.08.20 - Contract Package-
203(R).**

EOI No.: RCIL/EoI/TMS/DFCCIL/2020-21/04 ver.1

Dated 22.10.2020

(REVISED VERSION)

EOI NOTICE

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

EOI No.: RCIL/EoI/TMS/DFCCIL/2020-21/04 Dated 19.10.2020

RailTel Corporation of India Ltd., (here after referred to as "RailTel") invites EOIs for obtaining **offer from OEMs or authorized partners of OEM** for the work of **Train Management System** for DFCCIL Tender IFB No: HQ/S&T/EC/D-B/DDU-BPUN issued on 27.08.20 - Contract Package-203(R).

The details areas under:

1	Last date for submission of EOIs by Vendors	26-10-2020 before 15:00 Hrs (Within 7 days from the EOI date)
2	Opening of Vendor EOIs	26-10-2020 (Within 7 days from the EOI date) at 16:30Hrs.
3	Number of copies to be submitted for scope of work	One
4	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 need to share the online payment transfer details like UTR No. date and Bank along with the proposal.

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

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

Name: Vijay Serwal
Designation: GM/Signal.
Email ID: vijayserwal@railtelindia.com
Contact: 9717644430

Note:

1. Vendors are required to submit soft copy of proposal through an e-mail, duly signed by Authorized Signatories with Company seal and stamp. The financial quote shall be password protected. While opening the financial bid, the Vendor will be contacted by the authorized representative from RailTel/REL for password. Eligible MSMEs are exempted from cost of EOI Documents and EMD, more details are mentioned in the EOI Document.
2. All the document must be submitted with proper indexing and page no.

1. Introduction about RailTel Entreprises Ltd.

1.1 RailTel Corporation of India Limited (RailTel): an ISO-9001:2000 organization is a Mini Ratna Government of India undertaking under the Ministry of Railways. The Corporation was formed in Sept 2000 with the objectives to create nationwide Broadband Telecom and Multimedia Network in all parts of the country, to modernize Train Control Operation and Safety System of Indian Railways and to contribute to realization of goals and objective of national telecom policy 1999. RailTel is a wholly owned subsidiary of Indian Railways.

RailTel has approximately 55000 kms of OFC along the protected Railway tracks. The transport network is built on high capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon and Secunderabad hosting / collocating critical applications. RailTel is also providing Telepresence as a Service (TPaaS), where a High Definition Video Conference facility bundled with required BW is provided as a Service.

For ensuring efficient administration across India, country has been divided into four regions namely, Eastern, Northern, Southern & Western each headed by Executive Director and Headquartered at Kolkata, New Delhi, Secunderabad & Mumbai respectively. These regions are further divided into territories for efficient working. RailTel has territorial offices at Guwahati, & Bhubaneswar in East, Chandigarh, Jaipur, Lucknow in North, Chennai & Bangalore in South, Bhopal, and Pune & Ahmedabad in West. Various other territorial offices across the country are proposed to be created shortly.

RailTel's business service lines can be categorized into three heads namely B2G/B2B (Business to Government and Business to Business) and B2C (Business to customers):

2 Project Background and Objective of EOI

RailTel intends to participate in the DFCCIL Tender IFB No.- HQ/S&T/EC/D-B/DDU-BPUN issued on 27.08.20 - Contract Package-203(R) with latest amendments.

RailTel invites EOIs **for obtaining offers from OEMs or authorized partners of OEM** meeting minimum eligibility criteria specified in this EOI for the work of **Train Management System for DFCCIL Tender IFB No: - HQ/S&T/EC/D-B/DDU-BPUN with latest amendments issued on 27.08.20 - Contract Package-203(R)**. The eligible vendor is expected to have the ability to take up the work on back to back basis.

3. Scope of Work

The scope is comprised of the following:

- 1) Design and Implementation of a Train Management System (TMS) for supervision, management and monitoring of train traffic on the Deen Dayal Upadhyay-New Bhaupur section. This shall include the provision of Video Wall Display for Signalling and SCADA system of Deen Dayal Upadhyay-New Bhaupur section. Video Wall installed at OCC Allahabad shall be used. If any alteration/addition is required, shall be carried out by the contractor.
- 2) Deleted
- 3) "Design and Implementation" means all activities associated with designing a Signalling system to meet the end customer's requirements, manufacture & supply, storage, Installation/Construction, testing and commissioning, training, supply of spares and

documentation, removal of temporary works, handover of the system to the end customer and support during Defect Notification period and beyond as per provisions of end customer's Requirements.

- 4) "Design and Implementation" means all activities associated with designing Signalling System (Excluding Electronic Interlocking) to meet the end customer's requirements, manufacture & supply, storage, Installation/Construction, testing and commissioning, training, supply of spares and documentation, removal of temporary works, handover of the system to the end customer and support during Defect Notification period and beyond as per provisions of end customer's Requirements.
- 5) All associated works required for satisfactory completion of works as defined in the Particular specifications mentioned in the DFCCIL Tender.

In case of any discrepancy or ambiguity in any clause/ specification pertaining to scope of work area, the Tender released by end Customer (i.e. DFCCIL) shall supersede and will be considered sacrosanct. (All associated clarifications, responses to queries, revisions, addendum and corrigendum also included).

3.1 EOI response Document:

The Vendor 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 Vendor's risk and may result in rejection of its Offer response without any further reference to the Vendor.

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

3.2 Period of Validity of Offer and its Currency

Offer shall remain valid for a period of **210 days** from the date of **opening of the bids by DFCCIL or 30 days from the date of awarding work by DFCCIL whichever is later against referred Tender no. of 203(R)**. RailTel shall at its own discretion reject a bid validity for shorter period. The prices in the bid document shall be expressed in Indian Rupees only.

3.3 Offer calling Process (Single Packet System)

The EOI process will consist of single packet system.

3.4 Bid Earnest Money (EMD)

3.4.1 The Business Associate shall furnish a sum as given in EOI Notice as token Earnest Money (Rs. Five Lakhs Only) via online transfer from any scheduled bank in India in favour of "RailTel Corporation of India Limited" along with the offer.

3.4.2 In case of Vendor's offer is selected for bidding, a bidder has to furnish balance Earnest Money deposit in proportion to the quoted value as back to back arrangement for the bid.

3.4.3 ***The selected Vendor shall have to submit a Bank Guarantee against EMD in proportion to the quoted value to RailTel as back to back arrangement for the Bid, before submission of bid by RailTel to end customer. EMD shall be @ 2 % up to 1 cr + 0.5% in excess of 1 Cr of quoted value.*** The validity of the BG shall be 30 days beyond the bid validity (i.e. 240 days) from the date of opening of DFCCIL tender. ***Token EMD submitted with this EOI of the successful vendor shall be adjusted against total EMD amount worked out as per above formula. Token EMD of the unsuccessful vendor shall be returned without interest within 30 days after completion of EOI process.***

3.4.4 The EMD may be forfeited if a Vendor withdraws his offer or modifies the terms and conditions of the offer during validity period.

3.4.5 Offers not accompanied with valid Earnest Money shall be summarily rejected.

3.4.6 Earnest Money of the unsuccessful Vendor will be discharged / returned as promptly as possible as but not later than 30 days after the expiry of the period of offer / bid validity prescribed by the Purchaser.

3.4.7 Earnest Money will bear no interest. EMD will be returned after awarding of contract and submission of PBG/Security Deposit.

3.5 Security Deposit / Performance Bank Guarantee (PBG)

3.5.1 The selected Vendor shall have to submit a Bank Guarantee against Security Deposit @ in proportion to the ordered value to RailTel as back to back arrangements for the Bid. The rate and value of SD/PBG shall be as per DFCCIL's referred tender 203(R).

3.5.2 In the case the RailTel's bid is successful; the PBG also will have to be submitted to RCIL on back to back basis.

3.5.3 In case work share arrangements are mutually agreed between RCIL and Vendor then the PBG will be proportionately decided.

3.6 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.

3.7 Modification and/or Withdrawal of EOI response

EOI response once submitted will be treated, as final and no modification will be permitted. No correspondence in this regard will be entertained.

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

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

3.8 Details of Financial bid for the above referred tender:

The final bid for the tender will be prepared jointly with the selected Vendor so that RailTel puts in an optimal bid with a good chance of winning the Tender.

3.9 Clarification of EOI Response

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the Vendor 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.

3.10 Period of Association/Validity of Agreement

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

4. Eligibility Criteria

OEM or Authorised Partner of OEM must comply following minimum eligibility criteria and submit documentary evidence to comply:

4.1 Financial Eligibility Criteria:

- a) Vendor should be registered under Companies Act, 1956 or Companies Act 2013 or as amended and should have at least 3 years of operations in India as on bid submission date.
- b) Vendor should have a cumulative annual turnover of **Rs. 42 Cr** for the last three years (FY 2017-18, FY 2018-19 & FY 2019-20).
- c) Vendor should also have a positive net worth in the last 3 financial years (FY 2017-18, FY 2018-19 & FY 2019-20).
- d) The Vendor should not have been blacklisted/debarred by any Governmental/Non-Governmental Organization in India as on bid submission date.
- e) The Vendor should agree to abide by all the technical, commercial & financial conditions of the DFCCIL Tender for TMS work for which EOI is submitted on back to back basis.
- f) In case of participant being authorised partner of OEM, an authorisation certificate from OEM for participating in this EOI against DFCCIL tender need to be submitted.

4.2 Technical Eligibility Criteria:

- a) A single work of TMS of minimum **Rs. 9 Cr** in last three financial years. Partial completed works of minimum required values as given in above criteria shall also be considered.
- b) **Above technical credential shall be considered for a period of last ten previous and current financial years. Partial completed work of minimum required values as given in above criteria shall also be considered. Further it is clarified that bidder is allowed to submit multiple work for compliance, however for each of above technical criteria should be complied in a single work.**

A Copy of Purchase/ Work Order & its Commissioning Certificate issued by Work Awarding Organization is to be submitted with EOI. Also, Contact Details of concerned person i.e. Name / Designation / Contact Number/ Official Email ID, of the Work Awarding Organization needs to be mentioned.

4.3 Mandatory Compliance & Document Submission

- a) Copy of CA Audited Financial Statements for last three FYs (FY 2017-18, FY 2018-19 & FY 2019-20).
- b) Turnover Certificate-Certificate issued by the Statutory Auditors along with copy of the CA audited financial statements for the last three financial years (FY 2017-18, FY 2018-19 & FY 2019-20). to be submitted.
- c) An undertaking signed by the Authorized Signatory of the company to be provided on Non – judicial stamp paper of INR 100/- and document duly attested by notary public. *For the Vendor should not have been blacklisted/debarred by any Governmental/Non-Governmental Organization in India as on bid submission date.*
- d) **Power of Attorney/Board Resolution in favour of one of its employees who will sign the Bid Documents (also digitally).**
- e) Self-certification duly signed by authorized signatory on company letter head. The Vendor should agree to abide by all the technical, commercial & financial conditions of the DFCCIL Tender for the package for which EOI is submitted on back to back basis except pricing, termination & risk purchase rights of the RailTel. RailTel shall release payment to selected Vendor after the receipt of corresponding payment from end client (DFCCIL) by RailTel. If selected Vendor fails to execute its portion of work, then the

same shall be executed by RailTel through third party or departmentally at the risk and cost of selected Vendor.

- f) Self-certification duly signed by authorized signatory on company letter head that they will sign MOU/Agreement, Non-Disclosure Agreement on a non-judicial stamp paper of Rs. 100/- in the prescribed Format. The selected Vendor shall have to sign MOU/ agreement, Pre-Contract Integrity Pact & non-disclosure agreements with RailTel.
- g) Self-certification duly signed by authorized signatory on company letter head for *the Vendor should be able to provide MAF and other documents required in the DFCCIL tender in favour of RailTel against the proposed products.*
- h) Comply with PMA order 2017, guidelines notified by DPIIT and DoT and to submit Affidavit of Self Certificate signed by authorised signatory as per the format provided as per Annexure-6.
- i) Undertaking for willingness to work with RailTel as per DFCCIL's tender terms and conditions Vendors are required to submit all the supporting documents constituting/ in compliance with the Eligibility Criteria and as per the EoI terms and conditions like technical certificates, OEM compliance documents.,

5. Vendor's profile:

The Vendor shall provide the information in the below table:

S.No.	ITEM	Details
1.	Full name of Vendor'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 Vendor'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. Schedule of Rates (SOR)

Vendor should quote rates in Price Schedule attached with this EOI as Annexure-6 (C1, C5, C6, C7, C8) along with a detailed breakup of each item in the Price Schedule.

7. Considération Criteria

7.1 The Vendors are first evaluated on the basis of the eligibility Criteria.

7.2 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 are complete in all respects and the decision of the evaluation committee shall be final.

7.3 All requirement mentioned in the particular Specifications of DFCCIL Tender are to be complied.

8. Payment terms:

8.1 All payments shall be made on back to back basis to Vendor after receiving payment from DFCCIL. In case of any penalty or deduction made by DFCCIL, same shall be passed on to the Vendor.

Annexure 1: Format for COVERING LETTER

COVERING LETTER (To be on company letter head)

Eol 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: Participation in the Eol process

Having examined the Invitation for Eol 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 Eol document.

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

We hereby declare that all the information and supporting documents furnished as a part of our response to the said Invitation for Eol 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 Eol is liable to be rejected.

We hereby Submit EMD amount of Rs. _____ issued vide _____ from Bank _____.

Authorized Signatory
Name Designation

1. Annexure 2: Format for Technical Compliance

Technical Compliance (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: Technical Compliance:

Having examined the various Technical specifications in the EOI, we hereby confirm that we meet all specification/ except the following:

Authorized Signatory
Name Designation

CONFIDENTIAL AND MUTUAL NON- DISCLOSURE AGREEMENT

THIS AGREEMENT MADE ON THIS ____ DAY OF ____, 2020 AT

New Delhi

BETWEEN

_____ a company incorporated in India under the provisions of the Companies Act, 1956 and having its Registered Office at _____ (hereinafter referred to as "Company") represented by its Managing Director / CEO Mr./Ms _____ duly authorized for the same which expression shall unless repugnant to the meaning or context thereof be deemed to mean and include, its Directors, affiliates, successors and permitted assigns of the **FIRST PART**

AND

RailTel Corporation of India Limited, is a Government of India undertaking under the Ministry of Railways duly incorporated under the provisions of the Companies Act, 1956 and having its registered office and Corporate office at Plat-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi- 110023 (hereinafter referred to as "RailTel") , represented by Dy. General Manager/Law & CS Mr. J.S. Marwah duly authorized for the same which expression shall mean and include unless repugnant to the context, its successors, representative and permitted assigns of the **SECOND PART**

WHEREAS

- A. Company is poised to provide _____ services to _____ for _____ project.
- B. RailTel is a Public Sector Undertaking (a 100% owned PSU under the Ministry of Railways), setup interalia to exploit Indian Railway's large telecom infrastructure.
- C. COMPANY and RailTel are working-out/ negotiating a possible commercial and strategic business relationship (hereinafter Purpose).
- D. During the course of the above negotiations RailTel and COMPANY (including their affiliates may in conjunction with the purpose and for their mutual benefit, disclose to each other certain information being proprietary and/or of confidential nature, and/or RailTel and COMPANY may receive and share or be grant access by the other to such confidential and/or proprietary information which is considered trade secret, proprietary, confidential and/ or sensitive;
- E. The parties and its affiliates wish to ensure the protection and secrecy of their respective confidential information which may be disclosed, received or granted access to by the other party and wish to reduce to writing, their agreement in this respect.

NOW THEREFORE in consideration of the mutual promises, covenants and representations recorded herein by the parties hereto and such additional promises and understanding as are hereinafter set forth, the parties agree as follows:

1) Definition

For the purpose of this agreement, the term 'Confidential Information' shall mean and include any information or data of a scientific, technical, commercial or financial nature disclosed by the Disclosing party to the Receiving Party or which is obtained by a party from the other whether in writing, pictorially, in machine readable form, on disc, mail or orally, or by any other means/ modes of disclosure and including without limitation any information contained in any written or printed document, hardware, firmware and software, information related to technology and business activities (including, but not limited to, communication systems, telecommunication, business outlooks, revenue, pricing, trade secrets), computer programs, software (including, without limitations, code, software output, screen displays, file hierarchies and user interfaces), formulas, data, inventions, techniques, technology, know-how, processes, ideas, (whether patentable or not), schematics, specifications, drawings, product designs, product plants, programming, services, strategies, third party confidential information, and corporate and personnel statistics, customer lists (potential or actual) and other customer-related information, supplier information, sales statistics, market intelligence, marketing, business working, operations, parent, subsidiaries, affiliates and other business strategies and other commercial information of a confidential nature.

(a) The party disclosing the Confidential Information is referred herein to as "Disclosing Party" and the party to which such Confidential Information is disclosed is referred to herein as "Recipient Party".

(b) "Affiliate" of the Party shall mean the Company or other person who or which is either controlled by the respective Party or who controls the respective Party or who or which is controlled by same person/ entity who controls the respective Party, either by way of significant shareholding, voting rights or technical collaboration whether directly or indirectly through its affiliate.

- 2) Neither party shall be required to disclose any particular information (including but not limited to Confidential Information) to the other and disclosure of any such information shall be entirely voluntary and at the sole discretion of the parties and to the extent deemed necessary by it and is not intended to, and shall not, create any contractual or other relationship or obligation of any kind beyond the terms of this Agreement nor any provision or disclosure of information (including but not limited to Confidential Information) as contemplated hereunder, shall be construed as creating, conveying, transferring by one party on the other any rights, license or authority in or to the information provided. The parties hereto shall use the Confidential Information only for the limited purpose of exploring/ finalizing the possible business relationship between the parties hereto and for no other purpose whatsoever.
- 3) Both the parties acknowledge and understand that any exchange of confidential Information of any nature shall not commit or bind the other to enter into a contract or otherwise and that neither party shall rely on any information provided by the other as a commitment or an inducement to act or not to act in any given manner. Further neither party shall be liable to the other in any manner whatsoever for any decisions, obligation, costs or expenses incurred, changes in business practices, plans, organization, products, services or otherwise of the other, as a result of this Agreement or any exchange of Confidential Information hereunder.
- 4) Both the Parties agrees and undertake to regard and preserve as Confidential Information provided by each to the other or which may be disclosed, received or granted access to by either party or come to the knowledge of either party in any manner in connection with the negotiations for the possible business relationship.
- 5) (a) In maintaining the Confidential Information hereunder both parties agree that they shall not, without first obtaining the written consent of the other, disclose or make available to any person, firm or enterprise, reproduce or transmit, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except that either party may disclose any Confidential Information to its Directors, officers, employees, or advisors on a "need to know" basis to enable them to evaluate such "Confidential Information" in connection with the negotiation for the possible business relationship between the Parties hereto.

(b) Both parties shall ensure that the said employee(s) and / or the said person(s) shall maintain confidentiality with regard to the disclosed Confidential Information, if any, and shall issue suitable instructions and/or get suitable written undertakings or agreements executed to binds its employees and/or the said person(s) to the same obligations of confidence and safeguarding as the parties hereto and to adhere to the confidentiality/ non disclosure terms contained in this Agreement.

(c) Save and except for the purposes mentioned in clause (a) above both parties further agree that neither party will part with/ disclose any "Confidential Information" received by it to any other person directly or indirectly nor make copy(s) or reproduce in any way (including without limitation store in any computer or electronic system any written material/ documents containing "Confidential Information" and such written material/ documents will be retained under strict confidentiality by the receiving party.

(d) Both parties further agree that the confidential information which may pertain to or touch upon any regulatory aspects and/or dealings of either party with any statutory / government/ related agencies/ bodies, whether the said information is received verbally or in writing, will not be disclosed in any manner, either directly or indirectly, to any other persons except to its Directors, employees or advisors on a strictly 'need to know' basis.

(e) 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.

- 6) It is mutually acknowledged and agreed that information shall not be considered "Confidential Information" to the extent, that such information : (a) at the time of disclosure was in the public domain or (b) is already known to the receiving party free of any confidentiality obligation at the time it is obtained from other party; or (c) after disclosure is or becomes publicly known or available through no wrongful act of the receiving party; or (d) is rightfully received from a third party without restriction or (e) is approved for release, disclosure, dissemination or use by written authorization from the Disclosing Party; or (f) is required to be disclosed pursuant to a requirement of a governmental agency or law so long as the parties provide each other with timely prior written notice of such requirement and provide all reasonable co-operation in regard to taking protective action against such disclosure requirement; or (g) is disclosed after expiry of 5 (five) years from the date of expiry or earlier termination of this agreement.

However, before any party discloses any Confidential Information under clause 6, either party (to the extent permitted by law) uses its best endeavour to:

- (a) inform other party of any circumstances and the information that will be disclosed
- (b) give the other party a copy of a legal opinion indicating that disclosure is necessary
- (c) consult with the other party as to possible steps including without limitation, protective orders or other appropriate remedy to avoid or limit disclosure and take those steps where they would not result in significant adverse consequences to the other party and
- (d) gain assurances as to the confidentiality from the body to whom the information is to be disclosed.

If either party is unable to inform the other party before confidential information is disclosed it will (to the extent permitted by law) inform the other party of the full circumstances of the disclosure and information that has been disclosed immediately after disclosure.

- 7) Both parties further agree and undertake not to disclose the information marked "Confidential Information" of the other to their agents or contractors without prior written approval from the other and without having first obtained from each agent or contractor a separate written agreement or undertaking binding them to the same obligations of confidence and safeguarding.
- 8) The parties further recognize that it may be necessary or appropriate for COMPANY to disclose Confidential Information to other Group Companies not named herein. For this purpose, COMPANY guarantees the observance and proper performance of other Group Company to whom Confidential Information is disclosed as above, of the terms and conditions of this agreement .
- 9) Both parties further agree to indemnify and keep indemnified each other against all actual loss and damage which the Disclosing Party may suffer as a result of any breach of this agreement by the Recipient Party of the Confidential Information. Provided always that

- a. the Disclosing Party shall forthwith give written notice to the recipient Party of the loss and damage; and
 - b. the Recipient Party shall be furnished with satisfactory documentary evidence of such actual loss and damage.
- 10) Both parties further agree that upon termination/ expiry of this Agreement or at any time during its currency, at the request of the Disclosing Party the Recipient Party shall promptly (and in any case, within 15 days of request), deliver to the Disclosing Party all copies of the Confidential Information in its possession or under its direct or indirect control or shall destroy all memoranda, notes and other writings prepared by the recipient party or its affiliates, Directors, officers, employees or advisors to the extent the same are based on the confidential information with a written statement to the effect that upon such return the Receiving Party has not knowingly retained in its possession or under its control, either directly or indirectly, any Information or copies of such (other than Confidential Information embedded in the Receiving Party's records).

The confidentiality obligations set out herein above shall survive any such return or destruction of Information. Further The provisions set out herein above shall not apply to copies of electronically exchanged Information made as a matter of routine information technology backup and to Information or copies thereof which must be stored by the receiving Party, its Affiliates or its advisers according to provisions of mandatory law, provided that such Information or copies thereof shall be subject to an indefinite confidentiality obligation according to the terms and conditions set forth herein.

- 11) Both parties acknowledge that the confidential information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties which afford them certain competitive and strategic advantage. Accordingly neither party will use the confidential information or strategies, plans, business activities, methods, process, information, and /or competitive and strategic advantage to the other.
12. Each party understands that the other party may currently or in the future be developing information internally, or receiving information from third parties that may be similar to the "confidential Information" Accordingly, nothing in this agreement will be construed as a representation or inference that either party will not develop products, or have products developed for it, or enter into joint ventures, alliances, or licensing arrangements that, without violation of this agreement, compete with the products or systems embodying the "confidential Information".
13. Except as specifically provided herein, disclosure of confidential information by either party pursuant hereto shall not be deemed to grant to the Recipient party, any rights, interest or property in such confidential information and accordingly both parties agree that they will not directly or indirectly claim or submit any application for grant of any patent, copyright, design right or other intellectual property Rights in, to or on the basis of the confidential information.
14. The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in

breach will have no adequate remedy in money or damages and accordingly notwithstanding anything contained in clause 18 hereof, the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach : provided , however, no specification in this confidentiality Agreement of a specific legal or equitable remedy shall be construed as a waiver or prohibition of any other legal or remedies in the event of a breach or threatened breach of this Agreement and the remedies specified herein shall be in addition to all other reliefs and remedies available to the parties under prevailing laws.

15. No failure or delay be either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement of any right, remedy or power preclude any single or partial exercise or enforcement thereof or the exercise or enforcement of any of any other right, remedy or power.
16. Each Party acknowledges that the other Party makes no representation or warranty as to the accuracy or completeness of any of the Information furnished by or on its behalf. Only those representations and warranties which are made in a final definitive agreement relating to the purpose of the disclosure of the Information will have legal effect.

Each party represents and warrants to the other that it is a corporation duly organised and validly existing in the jurisdiction of its incorporation. Each party represents that it has full corporate power and authority to enter into this Agreement and to do all things necessary for the performance of this Agreement. The Disclosing Party warrants that the Confidential Information has not been provided in breach of any other agreements having legal binding of any nature with the third party(s).

Unless documented and agreed otherwise in respect of any individual disclosure of Confidential Information, each party warrants that it will use its best endeavors to ensure that any Confidential Information it discloses or it intends to disclose to the other party under the provisions of this agreement is complete and accurate but PROVIDED ALWAYS that the disclosing party has exercised such best endeavors:

The parties acknowledge that:

- (a) such Confidential Information as is disclosed by the Disclosing party under this Agreement is accepted by the Receiving Party it at its own risk; and
- (b) it releases the Disclosing party from all claims, actions and suits in relation to such Confidential Information (including its use under this Agreement).

17. This agreement will be governed by the laws of India and jurisdiction shall be exclusively vested in the courts at New Delhi, India only.
18. If any matter arises between the parties about this agreement then the parties shall meet to discuss the matter and shall negotiate in good faith to endeavour to resolve the matter arising the matter however.

- a. If any matter arising has not been resolved by the parties within thirty (30) days after the date the party raising the matter gave notice of it to the other party: then
- b. the matter shall be submitted by either party to Arbitration. Arbitration shall be held in New Delhi, India. The arbitration shall be conducted as per the provisions of Indian Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof.
- c. Each party to the dispute shall appoint one Arbitrator each and the two Arbitrators shall appoint the third or the presiding Arbitrator. The arbitration proceedings shall be conducted in the English language. The courts of law at New Delhi, India alone shall have the jurisdiction. The arbitration award shall be final and binding upon the parties and judgement may be entered thereon, upon the application of either party to a court having jurisdiction.
- d. Each party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the parties unless the award otherwise provides.
19. This agreement shall not be assignable or transferable by either party without the written consent of the other party.
20. No license to a Party hereto, under any trademark, patent, copyright or any other intellectual property right, is either granted or implied by the conveying of Information to such party.
21. This agreement shall remain valid for a period of 3 (three) years from the date of execution of this Agreement which term may be extended by mutual consent in writing of both the parties. This agreement may be terminated by either party by giving 30 (thirty) days notice in writing to the other party without assigning any reason whatsoever. However, the obligations of each party hereunder shall survive the termination or earlier determination or expiry of this Agreement and shall continue and be binding upon the parties irrespective of whether the discussion between the parties materialize into a specific understanding/business relationship or not for a further period of 5 (five) years after termination / expiry of the Agreement.
22. All notices required by this Agreement shall be in writing, and shall be personally delivered, sent by registered post or by commercial courier, addressed as follows:

To Company: Mr/Ms _____

To RailTel:

Attn: Mr. J. S. Marwah

RailTel Corporation of India Limited, Plat-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi- 110023

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of

facsimile transmission must be sent by registered post, by commercial carrier, or hand-delivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of four days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

23. This agreement supersedes all prior discussions and writings with respect to the confidential information and constitutes the entire Agreement between the parties with respect to the subject matter hereof and no modifications of this Agreement or waiver of the terms and conditions hereof shall be binding upon either of the parties hereto, unless approved in writing by an authorized representative of each party. In the event that any of the provisions of this Agreement shall be held by court or other Tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect and this Agreement shall be interpreted and construed accordingly.

24. This Agreement is executed in duplicate, each of which shall be deemed to be the original and both when sent together shall be deemed to form one and single document.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date and year written above.

For

For **RailTel Corporation of India Ltd.**

Sign:

Sign:

Name:

Name: **J. S. Marwah**

Title:

Title: **JGM/ Law & CS**

Annexure-4: For Undertaking for not Being Blacklisted/Debarred

<To be printed on Non-judicial stamp paper of INR 100/- and duly attested by notary public>

Undertaking for not Being Blacklisted/Debarred

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 as on bid submission date.

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Bidder's Company Seal:

Self Certification on PMA

(Format for Affidavit of Self Certificate regarding Domestic Value Addition in quoted items on INR 100/- Stamp Paper.)

Date:

I S/o,D/o,W/o_____resident of do hereby solemnly affirm and declare as under.

That I will agree to abide by the terms and conditions of the policy of the Government of India issued vide File No. 33(3)/2013-IPHW dated 23rd December 2013, 33(3)/2013-IPHW dated 16th November 2015, DoT letter dated 5th October 2012, No.P-45021/2/2017-B.E-II Dated 15th June 2017, No. P- 45021/2/2017-PP(BE-II) dated 28th May 2018, No.18-10/2017-IP dated 29th August 2018, Policy no. is P-45021/2/2017-PP (BE-II) dated 29th May 2019, No. 18-04/2019-IP 19th February 2020, No. P-45021/2/2017-PP(BE-II) dated 4th June 2020 and any order issued time to time with regard PMA order should be adhered.

That the information furnished hereinafter are correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring agency or any authority so nominated by the Ministry of Electronics and Information Technology, Government of India for the purpose of assessing domestic value addition.

That the domestic value addition for all inputs which constitute the quoted item(s) has been verified by me and I am responsible for the correctness of the claims made therein.

That in event of the domestic value addition of the quoted product is found to be in correct and not meeting the prescribed domestic value addition norms, based on assessment of an authority so nominated by the Department of Telecommunications, Government of India for the purpose of assessing domestic value addition. I will be disqualified from any Government Tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all the conditions referred to in the notification issued vide File No. 33(3)/2013-IPHW dated 23rd December 2013, 33(3)/2013-IPHW dated 16th November 2015, DoT letter dated 5th October 2012, No.P-45021/2/2017-B.E-II Dated 15th June 2017, No. P-45021/2/2017-PP(BE-II) dated 28th May 2018, No.18-10/2017-IP dated 29th August 2018, Policy no. is P-45021/2/2017-PP (BE-II) dated 29th May 2019, No. 18-04/2019-IP 19th February 2020, No. P-45021/2/2017-PP(BE-II) dated 4th June 2020 and any order issued time to time with regard PMA order, wherein preference to domestically manufactured electronic products in Government procurement is provided and that the procuring agency is hereby authorized to forfeit and adjust my EMD and other security amount toward such assessment cost and I undertake the balance, if any forth with.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available to any statutory authorities.

1. Name and details of domestic Manufacturer (Registered office, Manufacturing unit location, nature of legal entity)
2. Date on which this certificate issued

3. Electronic Product for which the certificate is produced
4. Procuring agency to whom the certificate is furnished
5. Percentage of domestic value addition claimed
6. Name and contact details of the unit of the manufacturer
7. Sale price of the product
8. Ex-factory price of the product
9. Freight, insurance and handling
10. Total Bill of Material
11. List and total cost value of inputs used for manufacture of the domestic product
12. List and total cost value of inputs which are domestically sourced. Please attach the certificate from supplier, if the input is not in-house
13. List and total cost value of inputs imported, directly or indirectly.

For and on behalf of (Name of firm/entity)

Authorized Signatory (To be duly authorized by Board of Directors) Name Designation

Contact No.

Price Schedule C1

**DESIGN AND DOCUMENTATION FOR SIGNALLING WORKS
(FOR TMS only)**

Sub-Cost Centre	Sub- Cost Centre items	Quoted Rate
(1)	(2)	(3)
C1.1	Submission of Management Plans	
C1.2	Submission of Safety Assurance Plans and Documents	
C1.3	Submission of Preliminary Designs & Documents	
C1.4	Submission of Detailed Designs & Documents	
C1.5	Submission of Construction/ Installation Designs & Documents	
C1.6	Submission of As Built Documents	
C1.7	Submission of O&M Manuals	

Note: 1. **The above quoted cost (Col 3) should be inclusive of all taxes.** The Breakup of cost and GST item wise for sub cost Centers given under column (1) of above table should be given separately as Annexure.

TRAIN MANAGEMENT SYSTEM (TMS)

Sub- Cost Centre	Sub- Cost Centre items	Quoted Rate
(1)	(2)	(3)
C5.1	Supply of TMS hardware equipment along with associated Cables, associated software & accessories for OCC	
C5.2	Supply of TMS hardware equipment along with associated Cables, associated software & accessories for location other than OCC	
C5.3	Supply of power supply equipment and batteries along with associated accessories for OCC	
C5.4	Supply of video wall display system along with associated accessories for TMS and SCADA at OCC	
C5.5	Deleted	
C5.6	Deleted	
C5.7	Supply of balance equipment for TMS	
C5.8	Deleted	
C5.9	Installation of all TMS equipment including Video Wall Display System at OCC & TMS equipment at locations other than OCC.	
C5.10	Deleted	
C5.11	Deleted	
C5.12	Supply and installation of Earthing, Surge and Lighting Protection equipment for complete works	

Sub-Cost Centre	Sub- Cost Centre items	Quoted Rate
(1)	(2)	(3)
C5.13	Any other item required to be supplied, installed and tested for complete works within the existing scope of work	
C5.14	Supply and installation of Software and system acceptance test for TMS	
C5.15	Deleted	

Note: 1. **The above quoted cost (Col 3) should be inclusive of all taxes.** The Breakup of cost and GST item wise for sub cost Centers given under column (1) of above table should be given separately as Annexure

Price Schedule C6

**SUPPLY OF CONTRACT SPARES AND SPECIAL TOOLS & TEST EQUIPMENTS
(for TMS system)**

Sub- Cost Centr	Sub- Cost Centre items	Quoted Rate
(1)	(2)	(3)
C6.1	Supply of Contract Spares for	
(f)	TMS system	
(g)	Balance items/equipment/material	
C6.2	Supply of Special Tools & Test equipment (for TMS system)	

Note: 1. **The above quoted cost (Col 3) should be inclusive of all taxes.** The Breakup of cost and GST item wise for sub cost Centers given under column (1) of above table should be given separately as Annexure

Price Schedule C7

**INTEGRATED TESTING & COMMISSIONING AND FINAL TAKING - OVER
(For TMS system)**

Sub- Cost Centre	Sub- Cost Centre items	Quoted Rate
(1)	(2)	(3)
C7.1	Successful Completion of Integrated Testing & Commissioning	
C7.1.1	Successful Completion of Integrated Testing & Commissioning New Bhaupur- New Sujatpur Section	
C7.1.2	Successful Completion of Integrated Testing & Commissioning of New Sujatpur – Deen Dayal Upadhyay section	
C7.2	Final Taking-Over Certificate for the complete work	

Note: 1. **The above quoted cost (Col 3) should be inclusive of all taxes.** The Breakup of cost and GST item wise for sub cost Centers given under column (1) of above table should be given separately as Annexure

Price Schedule C8
TRAINING
(For TMS system)

Sub- Cost Centre	Sub- Cost Centre items	Quoted Rate
(1)	(2)	(3)
C8.1	Training	

Note: 1. **The above quoted cost (Col 3) should be inclusive of all taxes.** The Breakup of cost and GST item wise for sub cost Centers given under column (1) of above table should be given separately as Annexure