

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

**Expression of Interest for Selection of Partner from empanelled Business Associate for
EXCLUSIVE PRE-BID TEAMING ARRANGMENT**

For

**Bidding for Supply, Installation, Commissioning, End to End Integration, Operation,
Maintenance and upgradation of existing SATELLITE COMMUNICATION NETWORK of the
Organisation**

EOI No: RCIL/EOI/CO/MKT/EB/2020-21/SATCOM Network Dated 02.11.20

EOI NOTICE

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

EOI Notice No: RCIL/EOI/CO/MKY/EB/2020-21/ SATCOM Dated 02.11.2020

RailTel Corporation of India Ltd., (here after referred to as "RailTel") invites EOIs from RailTel's Empaneled Partners for the selection of suitable partner as Exclusive pre bid teaming arrangement for **Supply, Installation, Commissioning, End to End Integration, Operation, Maintenance and upgradation of existing SATCOM network of Organisation.**

The details are as under:

1	Last date for submission of EOIs by bidders	05/11/2020 17:30 Hrs
2	Opening of bidder EOIs	05/11/2020 18:00 Hrs.
3	Number of copies to be submitted for scope of work	One
4	EMD for Pre-Bid Arrangement	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:

Level:1 Contact: Yogesh Sen
Position: Sr. Manager/Mktg./IT Projects
Email: yogeshsen@railtelindia.com
Contact: +91-9717644183

Level:2 Contact: Arya Vrat Sharma
Position: Deputy GM/Mktg./IT Projects
Email: aryavrat@railtelindia.com
Contact: +91-9717644155

Level:3 Contact: Shashidhar Uppal
Position: Jt. GM/Mktg./EB
Email: Shashi_uppal@railtelindia.com
Contact: +91-9004444111

Note:

1. All empaneled partners are required to submit soft copy of proposal through an e-mail, duly signed by Authorized Signatories with Company seal and stamp.
2. The EOI response is invited from eligible **Empaneled Partners of RailTel only.**
3. All the document must be submitted with proper indexing and page no.
4. **This is an exclusive partnership teaming arrangement. Selected partner's authorised signatory has to give an undertaking they will not submit directly or indirectly their bids and techno-commercial solution/association with any other organisation once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to prospective organisation by RailTel). This undertaking has to be given with this EOI Response.**
5. **Transfer and Sub-letting. The Seller 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.**

Table of Contents

1. Introduction about RailTel.....	5
2. Project Background and Objective of EOI	6
3. Scope of Work.....	6
4. Response to EOI guidelines.....	7
4.1 Language of Proposals.....	7
4.2 RailTel's Right to Accept/Reject responses	7
4.3 EOI response Document.....	7
4.4 Period of Validity of bids and Bid Currency	7
4.5 Bidding Process (Single Packet System)	7
4.6 Bid Earnest Money (EMD)	7
4.7 Security Deposit / Performance Bank Guarantee (PBG).....	8
4.8 Last date & time for Submission of EOI response	8
4.9 Modification and/or Withdrawal of EOI response	8
4.10 Details of Financial bid for the above referred tender.....	8
4.11 Clarification of EOI Response.....	8
4.12 Period of Association/Validity of Agreement	9
5. Eligibility Criteria for Partner.....	9
5.1 Financial Eligibility Criteria	9
5.2 Technical Eligibility Criteria	9
5.3 Mandatory Compliance & Document Submission.....	9
6 Bidder's profile.....	11
7	Error! Bookmark not defined.
8 Evaluation Criteria	11
9 Payment terms	11
10 SLA.....	12
Annexure-A: Evaluation Process.....	12
Annexure 1: Format for COVERING LETTER	14
Annexure 2: Format for Technical Compliance	15
Annexure-3: Non-Disclosure Agreement (NDA) Format.....	16
Annexure-4: For Undertaking for not Being Blacklisted/Debarred	25
Annexure-5:.....	Error! Bookmark not defined.

1. Introduction about RailTel

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.

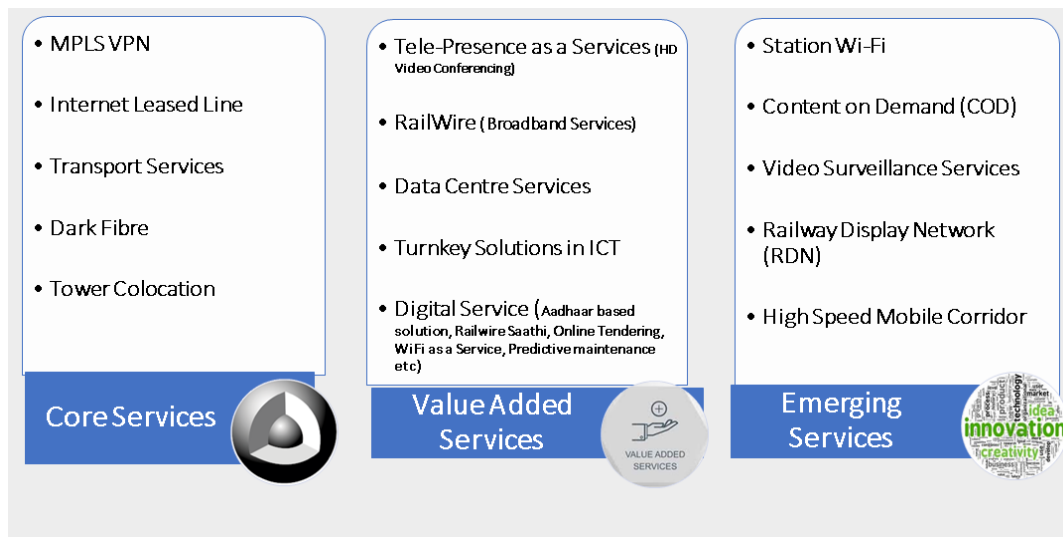
RailTel has approximately 55000 kms of OFC along the protected Railway tracks. The transport network is built on high capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon 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):

a) Licenses & Service portfolio:

Presently, RailTel holds Infrastructure Provider -1, National Long Distance Operator, International Long Distance Operator and Internet Service Provider (Class-A) licenses under which the following services are being offered to various customers:



b) CARRIER SERVICES

1. National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators
2. Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above
3. Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
4. Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

c) ENTERPRISE SERVICES

1. Managed Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above
2. MPLS VPN: Layer-2 & Layer-3 VPN available for granularities from 64 Kbps to nx64 Kbps, 2 Mbps & above
3. Dedicated Internet Bandwidth: Experience the "Always ON" internet connectivity at your fingertips in granularities 2mbps to 155mbps

d) RETAIL SERVICES

Rail wire: Triple Play Broadband Services for the Masses. It is a pilot project undertaken by RailTel and currently services are offered out of Bangalore and nearby places.

2. Project Background and Objective of EOI

RailTel intends to participate in an upcoming SATCOM project from Indian Organisation for **Supply, Installation, Commissioning, End to End Integration, Operation, Maintenance and upgradation of existing SATCOM network of Organisation.**

RailTel invites EOIs from RailTel's Empaneled Partners for the selection of suitable partner for participating in above mentioned work. The empaneled partner is expected to have the ability to take up the work on back to back basis and who has good connect with the customer and local environment.

3. Scope of Work

The broad scope of work is likely to be as per below: -

1. Provisioning of new satellite hub with high capacity IP links
2. Upgradation of existing hubs
3. Integration of the satellite network with terrestrial IP MPLS network
4. Deployment of central network management for all equipment
5. Operation & Maintenance for the project duration

However, the final scope of work will be as mentioned in the upcoming RFP from organisation for **Supply, Installation, Commissioning, End to End Integration, Operation, Maintenance and upgradation of existing SATCOM network of organisation.**

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

4. Response to EOI guidelines

4.1 Language of Proposals

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

4.2 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 Business Associate or without any obligation to inform the affected bidder or bidders about the grounds for RailTel's action.

4.3 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 in ink by the bidder including the closing page in token of his having studied the EOI document and should be submitted along with the bid.

4.4 Period of Validity of bids and Bid Currency

Bids shall remain valid for a period of 90 days from the date LOI issued by the Organisation for which bid is going to submit.

4.5 Bidding Process (Single Packet System)

The bidding process will consist of single packet system.

4.6 Bid Earnest Money (EMD)

- 4.6.1 The Business Associate shall furnish a sum as given in EOI Notice as Earnest Money via online transfer from any scheduled bank in India in favour of "RailTel Corporation of India Limited".

- 4.6.2 The EMD may be forfeited if a bidder withdraws his offer or modifies the terms and conditions of the offer during validity period.
- 4.6.3 Offers not accompanied with valid Earnest Money shall be summarily rejected.
- 4.6.4 Earnest Money of the unsuccessful bidder 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.
- 4.6.5 Earnest Money will bear no interest.

4.7 Security Deposit / Performance Bank Guarantee (PBG)

- 4.7.1 The selected Business Associate shall have to submit a Bank Guarantee against EMD amount of (As per Organisation Tender EMD) to RailTel as back to back arrangements for the Bid or else as per RailTel's EMD's/PBG rules whichever is higher.
- 4.7.2 In the case the bid is successful the PBG also will have to be submitted to RailTel on back to back basis as per 4.7.1. clause above (whichever is higher)
- 4.7.3 In case work share arrangements are mutually agreed between RailTel and Business Associate then the PBG will be proportionately decided.

4.8 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.

4.9 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 Business Associate shall be allowed to withdraw the response after the last date and time for submission.

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

4.10 Details of Financial bid for the above referred tender

The final bid for the tender will be prepared jointly with the selected Business Associate so that the optimal bid can be put with a good chance of winning the Tender.

4.11 Clarification of EOI Response

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

4.12 Period of Association/Validity of Agreement

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

5. Eligibility Criteria for Bidding Business Partner of RailTel

5.1 Financial Eligibility Criteria

Business associate must comply and submit documentary evidence to comply the following conditions:

- a) Bidder 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) Bidder should have an average annual turnover of **Rs. - 1000 Cr** for the last three years (FY 2016-17, FY 2017-18, FY 2018-19).
- c) Bidder should also have a positive net worth of **Rs. - 1000 Cr** per annum in the last 3 financial years (FY 2016-17, FY 2017-18, FY 2018-19)
- d) The Bidder should not have been blacklisted/debarred by any Governmental/Non-Governmental Organization in India as on bid submission date.
- e) The Bidder should agree to abide by all the technical, commercial & financial conditions of the Organisation where RailTel is bidding on back to back basis.

5.2 Technical Eligibility Criteria

- a) The bidder should have executed at least one satellite communications-based project which include minimum one Hub and 300 remote nodes. Copy of work order and completion certificate to be submitted.
- b) This bidder should have executed one turnkey project for Indian defence network of value minimum 500 crore. In case of ongoing project that value of completed work should be more than 500 crore. Copy of work order and completion certificate / partial completion certificate in case of ongoing project to be submitted.

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. * Note: Partial completed work of minimum required values as given in above criteria shall also be considered.

5.3 Mandatory Compliance & Document Submission

- a) Copy of Certification of Incorporation.
- b) Copy of GST Registration

- c) Copy of CA Audited Financial Statements for last three FYs (FY 2016-17, FY 2017-18, FY 2018-19)
- d) Copy of PAN Card
- e) Turnover Certificate-Certificate issued by the Statutory Auditors or CA audited financial statements for the last three financial years (FY 2016-17, FY 2017-18, FY 2018-19) to be submitted.
- f) 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 Bidder should not have been blacklisted/debarred by any Governmental/Non-Governmental Organization in India as on bid submission date.*
- g) Selected pre bid arrangement partner has to provide Power of Attorney/Board Resolution in favour of one of its employees who will sign the Bid Documents (also digitally) before final submission of bid.
- h) Self-certification duly signed by authorized signatory on company letter head. The bidder should agree to abide by all the technical, commercial & financial conditions of the Organisation Tender 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 bidder after the receipt of corresponding payment from end client (Organisation) by RailTel. If selected bidder 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 bidder.
- i) 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 bidder shall have to sign MOU/ agreement, Pre-Contract Integrity Pact & non-disclosure agreements with RailTel.
- j) Positive Net Worth Certificate issued by the Statutory Auditors/Chartered Accountant audited financial statements for the last three financial years (FY 2016-17, FY 2017-18, FY 2018-19) to be submitted
- k) Self-certification duly signed by authorized signatory on company letter head for *the bidder should be able to provide MAF and other documents required in the Organisation tender in favour of RailTel against the proposed products.*
- l) Undertaking for willingness to work with RailTel as per customer Organisation tender terms and conditions. Bidders shall be required to submit all the supporting documents constituting/ in compliance with the Eligibility Criteria and as per the tender terms and conditions like technical certificates, OEM compliance documents.

6 Bidder's Profile

The bidder shall provide the information in the below table:

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

7 Evaluation Criteria

8.1 The Bidders are first evaluated on the basis of the Eligibility Criteria.

8.2 The Business Associate who fulfills the Eligibility criteria of Bidding partner shall be further evaluated against the criteria mentioned in Annexure-A.

8.3 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.

8.4 All General requirement mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable.

9 Payment terms

9.1 All payments shall be paid on back to back basis. RailTel shall make payment to selected Business Associate after receiving payment from Customer. In case of any penalty or deduction made by customer, same shall be passed on to firm.

9.2 Compliance to payment terms as defined in Organisation tender for Supply, Installation, Commissioning, End to End Integration, Operation, Maintenance and upgradation of existing SATCOM network of organisation.

9.3 All payments by RailTel to the Partner will be made after the receipt of payment by RailTel from Organisation.

10 SLA

The selected bidder will be required to adhere to the SLA matrix as defined in the **Organisation** tender for his scope of work and the SLA breach penalty will be applicable proportionately on the selected bidder, as specified in the **Organisation Tender**. The SLA scoring and penalty deduction mechanism for in-scope of work area shall be **followed as specified in the Tender**. All associated clarifications, responses to queries, revisions, addendum and corrigendum, associated Prime Services Agreement (PSA)/ MSA/ SLA also included. 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 the its scope of work.

Annexure-A: Evaluation Process

All eligible empaneled business partners who fulfils the minimum financial eligibility conditions of the EOI shall be further evaluated on a total score of 100. The evaluation matrix consisting of the following parameters for each indicated vertical:

S. No.	Evaluation Parameter	Maximum Score
I	Company Profile & Turnover	40
III	Prior working experience in Indian Defence Segment	25
III	Prior Satcom Experience	25
IV	Technical Presentation	10
	Total	100

A) Evaluation Criteria: (100 Marks)

S.No	Criteria Category /	Evaluation Criteria Details	Max Marks	Required Supporting Documents
1	Turnover / Bidders Profile	<p>Average annual turnover from bidder over the last three Financial years.</p> <p>Marks shall be allotted as given below:</p> <ul style="list-style-type: none"> • More than Rs. 2000 Cr.= 40 marks • More than Rs. 1500 Cr. to 2000 Cr. = 30 marks • More than Rs. 1000 Cr. to 1500 Cr. = 20 marks 	40	Copy of Annual report / Certificate from the Statutory Auditor/CA on turnover details over the last three (3) financial years

2	Work Experience	<p>This bidder should have executed one turnkey project for defence network</p> <p>Marks shall be allotted as given below:</p> <ul style="list-style-type: none"> • Between Rs. 1000 Cr.- 1500 Cr.= 25 marks • Between Rs. 500 Cr. to 1000 Cr. = 15 marks • Between Rs. 300 Cr. to 500 Cr. = 10 marks <p>In case of ongoing project that value of completed work shall be considered as project value.</p>	25	Purchase Order / Agreement copy and completion certificate from customer.
3		<p>The bidder shall have executed at least one satellite communications based project</p> <p>Marks shall be allotted as given below:</p> <p>1 Hub & more than 450 remotes - 25 marks</p> <p>1 Hub & less than 450 remotes - 10 marks</p>	25	Purchase Order / Agreement copy and completion certificate from customer.
4	Technical Presentation	<p>Presentation on technical proposal Clearly indicating a complete understanding of the project along with a proposed work plan, OEM selection methodology, Implementation plan, operations etc.</p>	10	

Note: Eligible & Selected Bidders will be evaluated on above parameters and ranked in merit of order. Depending on RailTel's business strategy RailTel may choose to work with Partner who is most likely to support in submitting a winning bid.

Annexure 1: Format for COVERING LETTER

COVERING LETTER (To be on company letter head)

Eol Reference No:

Date:

To,

Jt. General Manager

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

Annexure 2: Format for Technical Compliance

Technical Compliance (To be on company letter head)

EoI Reference No:

Date:

To,

Jt. General Manager

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

Annexure-3: Non-Disclosure Agreement (NDA) Format

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 inter alia 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 setout 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 by 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 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,

Jt. GM/Technical/IT Projects

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:

Annexure-6: 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.