

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

**EOI No: RCIL/EOI/CO/MKT/EB/2021-22/BSCP Dated 05/07/2021**

**Expression of Interest for Selection of Exclusive Consortium Partner from RailTel's empanelled Business Associates on back-to-back conditions for participating in Bengaluru City Police RFP for design, implementation and maintenance of Bengaluru Safe City Project.**

## EOI NOTICE

**Plate-A, 6<sup>th</sup> Floor, Office Tower-2,  
NBCC Building, East Kidwai Nagar, New Delhi-110023  
EOI Notice No: RCIL/EOI/CO/MKT/EB/2021-22/BSCP Dated 05/07/2021**

RailTel Corporation of India Ltd., (here after referred to as "RailTel") invites EOIs from RailTel's Empaneled Business Associates for an exclusive Consortium Partner for participating in the RFP/Project to "**design, implementation and maintenance of Bengaluru Safe City Project**".

The details are as under:

|   |  |  |
|---|--|--|
| 1 | Last date for submission of EOIs by bidders        | 08/07/2021 15:00 Hrs                   |
| 2 | Opening of bidder EOIs                             | 08/07/2021 15:30 Hrs.                  |
| 3 | Number of copies to be submitted for scope of work | One                                    |
| 4 | EMD (for Selection of BA)                          | 5,00,000/-<br>(Rupees Five Lakhs only) |

The EMD should be in the favor of RailTel Corporation of India Limited payable at Delhi through online bank transfer. Bidder need to share the online payment transfer details like UTR No. date and Bank along with the proposal. MSE clause as issued by government of India will be applicable for tender cost & EMD for all registered MSE.

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: Anish Singh Gusain  
Position: AGM/EB  
Email: anishgusain@railtelindia.com  
Contact: +91-9717644491

**Level:2** Contact: Shashidhar Uppal  
Position: Jt. GM/EB  
Email: Shashi\_uppal@railtelindia.com  
Contact: +91-9004444111

**Level:3** Contact: K. Manohar Raja  
Position: Executive Director  
Email: kmr@railtelindia.com

Note:

1. All empaneled BAs are required to submit soft copy of proposal through an e-mail at **eoi.ebco@railtelindia.com**, duly signed by Authorized Signatories (signed with ink) with Company seal & stamp.
2. The EOI response is invited from **Empaneled Business Associates of RailTel only**.
3. All the document must be submitted with proper indexing and page no.
4. **Selected Empanelled Business Associate's authorised signatory will have to give an undertaking that once the Business Associate is selected will not participate directly or indirectly for this work with any other bidders. This undertaking has to be given with this EOI Response.**

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## 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 59500 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 High Definition Video Conferencing as a Services, 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):

### 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:



**a) Carrier Services**

- 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
- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth & above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

**b) Enterprise Services**

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

**c) DATA CENTER Infrastructure as a services (IaaS), Hosting as Services, Security operation Centre as a Service (SOCaaS):** RailTel has MeitY empanelled two Tier-III data centres in Gurgaon & Secunderabad. Presently RailTel is hosting critical applications of Indian Railways, Central & State government/ PSUs applications. RailTel will facilitate Government's applications / hosting services including smooth transition to secured state owned RailTel's Data Centers and Disaster Recovery Centres. RailTel also offers SOC as a Service 'SOCaaS'. In addition, RailTel offers VPN client services so that employees can seamlessly access government's intranet, applications securely from anywhere without compromising security.

- 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
- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth & above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

**d) High-Definition Video Conference:** RailTel has unique service model of providing high definition video conference bundled with Video Conference equipment, bandwidth and FMS services to provide end to end seamless services on OPEX model connecting HQ with other critical offices. RailTel also offers application-based video conference solution for employees to be productive specially during this pandemic situation.

**e) Retail Services – RailWire**

RailWire :Triple Play Broadband Services for the Masses. RailTel has unique model of delivering broadband services, wherein local entrepreneurs are engaged in delivering & maintaining broadband services and upto 66% of the total revenues earned are shared to these local entrepreneurs in the state, generating jobs and revitalizing local economies. On date RailTel is serving apprx 3,75,000 subscribers on PAN Indian basis. RailTel can provide broadband service across– Government PSU or any organisation’s officers colonies and residences.

## 2. Project Background and Objective of EOI

RailTel intends to participate in the Request for Proposal (RFP) for Selection of Service Provider for design, implementation and maintenance of Bengaluru Safe City Project (**Bengaluru Safe City RFP**).

RailTel invites EOIs from RailTel’s Empaneled Business Associates for the selection of suitable exclusive consortium partner for participating in above mentioned RFP. The empaneled Business Associate is expected to meet the technical eligibility criteria of the RFP and also have credentials to score high in the technical evaluation. The scope of work will be drawn up based on capabilities and ability to be competitive in the Customer’s RFP.

## 3. Scope of Work

The selected empaneled Business Associate shall be exclusive Consortium Partner with pre-defined role and responsibility for design, supply, install, build, implement, and maintain the surveillance project of Bengaluru Safe City for a period of five years extendable two more years which involves implementation and maintenance. Broadly RailTel will be responsible for connectivity, program management and Datacenter portion where as the partner is expected to architect a fully compliant solution. The final scope can be mutually drawn on capabilities and competitiveness.

- The video surveillance system involves setting up of an intelligent video surveillance system comprising of IP based outdoor security cameras, installed across various locations of strategic importance throughout the Bengaluru city. The system shall have the ability to monitor, detect, alert and record any attempts of various malicious activities as defined in the RFP.
- Automatic Number Plate Reader (ANPR) is also part of the system to enhance the system capability to identify vehicles that can enable faster and efficient decision support and ensure preventive security mechanism. The Service Provider shall integrate the system with other Govt. databases like Sarathi and Vahan. Mobile Command & Control Centre shall also be a part of this project.
- The servers and storage system of surveillance data and analysis will be housed in the Data Centre which would be setup to cater to the requirements of the solution.
- The service provider should provide turn-key solution for all the components as envisaged by the **Bengaluru City Police** and include any missing item (s) notwithstanding the detailed Bill of Material (BOM) given in this RFP for the successful end to end implementation.

- The service provider is to implement a TURNKEY solution for Safe City system and integration with other systems as mentioned in the scope of RFP adhering to the requirements as detailed by **Bengaluru City Police** in this RFP scope.

The above scope of work is indicative and the detailed scope of work is given in the **Bengaluru City Police** RFP documents with latest amendments and clarifications.

*In case of any discrepancy or ambiguity in any clause/ specification pertaining to scope of work area, the Tender released by end Customer Organization shall supersede and will be considered sacrosanct. (All associated clarifications, 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 and duly signed by Authorised Signatory of the Business Associate.

##### 4.2 RailTel's Right to Accept/Reject responses

RailTel reserves the right to accept or reject any response and annul the EOI process or even reject all responses at any time prior to selecting the Business Associate, without thereby incurring any liability to the affected bidder or Business Associate or without any obligation to inform the affected bidder or Business Associates 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.

##### 4.4 Period of Validity of bids and Bid Currency

Bids shall remain valid for a period of 180 days from the date LOI issued by the end customer 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 via online transfer from any scheduled bank in India in favour of "RailTel Corporation of India Limited" along with the offer. This will be called as **EOI EMD**.
- 4.6.2 Offers not accompanied with valid EOI Earnest Money Deposit shall be summarily rejected.

- 4.6.3 In case of Business Associate's offer is selected for bidding, a bidder has to furnish Earnest Money Deposit (for balance amount as mentioned in the customer's Bid as and if applicable) as back to back arrangement for the bid to RailTel. The selected Business Associate shall have to submit a Bank Guarantee against EMD in proportion to the quoted value/scope of work to RailTel as back to back arrangement for the bid before submission of bid to end customer as and if applicable.
- 4.6.4 **Return of EMD for unsuccessful Business Associates:** EOI EMD of the unsuccessful Business Associate shall be returned without interest after completion of EOI process.
- 4.6.5 **Return of EMD for successful Business Associate:** EOI-EMD & back to back Earnest Money Deposit of the successful bidder will be discharged / returned as promptly as possible after the receipt of RailTel's EMD/BG on back to back basis from the Customer and or on receipt of Security Deposit Performance Bank Guarantee as applicable (clause no. 4.7) from Business Associate whichever is later.
- 4.6.6 **Forfeiture of EOI EMD or EOI EMD & Back to Back EMD and or Penal action as per EMD Declaration:**
- a) The EOI EMD may be forfeited and or penal action shall be initiated if a Business Associate withdraws his offer or modifies the terms and conditions of the offer during validity period.
  - b) In case of non submission of SD/PBG (as per clause no. 4.7) lead to forfeiture of EOI EMD and back to back EMD and or suitable action as prescribed in the EMD Declaration shall be initiated as applicable.

#### 4.7 Security Deposit / Performance Bank Guarantee (PBG) as per Tender.

- 4.7.1 In case the bid is successful, the PBG also will have to be submitted to RailTel on back-to-back basis.
- 4.7.2 In case work share arrangements are mutually agreed between RailTel and Business Associate then the PBG will be proportionately decided and submitted by the selected Business Associate.

#### 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 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, EOI-EMD



and Earnest Money Deposit shall be forfeited and may be blacklisted. In additions to this, all interests/claims of such Business Associate shall be deemed as foreclosed.

#### 4.10 Details of Financial bid for the above referred RFP

The final bid for the tender will be prepared jointly with the selected Business Associate for its respective portion so that the optimal bid can be put with a good chance of winning the end customer project/ RFP.

#### 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 Business Associate with detailed Terms and conditions in addition to Consortium Partner Agreement as per RFP Terms and condition.

### 5. Eligibility Criteria

#### 5.1 Eligibility Criteria for Empaneled Business Associate of RailTel (Mandatory Compliance & Document Submission)

| S No.     | Particulars   | Criteria for EOI (Mandatory Compliance & Document Submission)  |
|-----------|---|--|
| <b>A)</b> | <b>Pre-Qualification for Empanelled Business Associate</b>  |  |
| i)        | Business Associate should be registered under Companies Act, 1956 or Companies Act 2013 or as amended.<br><br>The Business Associate should have been in Operation in the Video Conference domain for at least 05 years as on date of submission of the bid.<br><br>Business Associate should have valid GST registration in India. | 1. Certificate of Incorporation<br>2. GST Registration<br>3. PAN Card<br>4. Copies of work order / contract agreement / completion certificate from client providing details confirming the compliance to the required criteria. |
| ii)       | Power of Attorney with supporting Board Resolution in favour of Authorised Signatory  | Notarized Power of Attorney with supporting Board Resolution in favour of one of its employees who will sign the Bid Documents (also digitally).   |
| iii)      | BA should have a minimum cumulative annual turnover of <b>Rs. 280 Cr</b> during financial year (i. e. FY 2017-18, FY 2018-19, FY 2019-20).  |  |

| S No. | Particulars   | Criteria for EOI (Mandatory Compliance & Document Submission)  |
|-------|---|--|
|       |   | Turnover Certificate issued by the Statutory Auditor/ Chartered Accountant. Certificate should contain UDIN no. issued by ICAI   |
| iv)   | BA should have positive net-worth in any three consecutive audited financial years of the 4 FY - FY 2016-17, 2017-18, 2018-19 and 2019-20.  | Networth Certificate issued by the Statutory Auditor/ Chartered Accountant. Certificate should contain UDIN no. issued by ICAI   |
| v)    | Business Associate should have done similar work (Completed or on-going) as per the following details during the three financial years (In FY 2016-17, 2017-18 and 2018-19)<br><br>- 'One single order consisting of minimum 1000 number IP cameras in outdoor environment with Command Control Centre for a surveillance project with a single 'Town/City with any State/Central Govt/PSUs in India.       | Copies of work order / contract agreement and completion certificate from client providing details confirming the compliance to the required criteria.   |
| vi)   | Business Associate shall not be under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted / banned / debarred by any State Govt./Central Govt./PSU in India or abroad for any reason on the date of bid submission.  | Self-declaration on the letter head by the Lead Service Provider and consortium members, in case of Consortium duly signed by the authorized signatory as per the annexure provided in Customer RFP. Annexure 9.1. |
| vii)  | Manpower:<br>1. Technical Staff – The BA should have at least 100 technical staff on its payroll (more than 2 years' experience in System integration/ ICT/IT software / Hardware / Networking) at the time of bid submission.<br>2. Managerial Staff – The BA should have at least 10 Managerial Staff on its payroll (more than 5 years' experience in Project management) at the time of bid submission. | Self-Certification on the letter head from the authorised signatory/Head of Human Resource Department.   |
| vii)  | TENDER CAPACITY:<br>Business Associate who meet the Pre-qualification condition (S. No. i) to vi) will be qualified only if their available Tender capacity is more than the total tender value. The  | All supporting documents to update as per the annexure-12 provided in Customer RFP.  |

| S No. | Particulars   | Criteria for EOI (Mandatory Compliance & Document Submission) |
|-------|---|---|
|       | <p>available tender capacity will be calculated as under:<br/> Assessed Available Tender<br/> Capacity = (A*N*1.5-B)</p> <p>Where<br/> A= Maximum value of Projects/works executed in any one year during the last five financial years (updated to price level of current financial year up to the date of submission of Bid) taking into account the completed as well as works in progress;<br/> N = 5<br/> B = Value, at price level of current financial year up to the date of submission of Bid, of existing commitments and on-going works to be completed during the next five (5) years<br/> Refer the annexure-12 provided in Customer RFP – TENDER CAPACITY QUALIFICATION INFORMATION</p> |   |
|       |   |   |

| S. No.    | Particulars  | Mandatory Compliance & Document Submission   |
|-----------|--|--|
| <b>B)</b> | <b>Pre- Qualification for Proposed OEM's of Key Components</b>   |  |
| <b>a)</b> | <b><u>OEM for proposed Cameras</u></b>   |  |
| viii)     | <p>a) The OEM of Camera should have presence in Bengaluru with a repair and maintenance centre.</p> <p>b) The MAC address of the IP cameras must be registered in the name of OEM.</p> | <ul style="list-style-type: none"> <li>Details of address in Bengaluru with repair and maintenance centre on the letter of head of the OEM signed by Authorized signatory</li> <li>Support phone number for India based Technical Support Centre on the letter head of the OEM signed by Authorized signatory</li> <li>Details of RMA Centre for India on the letter of head of the OEM signed by Authorized signatory</li> <li>In case there is no repair and maintenance centre in Bengaluru, a Self-declaration on the letter head of the OEM signed by Authorized signatory to be produced stating that within 60 Days of</li> </ul> |

| S. No.                                      | Particulars   | Mandatory Compliance & Document Submission   |
|---|---|--|
|   |   | award of Contract a repair and maintenance centre would be set up in the City of Bengaluru and shall be operational for the entire period of the project.<br><br>• Self-declaration on the letter head of the OEM signed by Authorized signatory                         |
| ix)   | Camera OEM should have supplied at least 2000 nos. of camera in a single order for outdoor environment in India or abroad in last 5 Years (ending December 2019)<br><br>An “Outdoor Environment” for purpose of this clause is defined as a place where Deployed camera is not enclosed by four walls and a ceiling (of temporary / permanent structure)  | • Copy of work order / contract agreement / completion certificate from client/ Self-declaration on the letter head of the OEM signed by Authorized signatory providing details confirming the compliance to the required criteria.                                      |
| x)  | ONVIF Compliance:<br>All Cameras should be ONVIF G / S / 2.X standard compliant and should support for all necessary profiles to meet the requirements specified in the RFP   | • Self-declaration on the letter head of the OEM signed by Authorized signatory  |
| xi)   | Blacklisting / Banned / Debarred: The OEM shall not be under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted / banned / debarred by any State Govt./Central Govt./PSU in India or abroad for any reason on the date of bid submission.   | • Self-declaration on the letter head by the OEM, duly signed by the authorized signatory as per the annexure-9.1 provided in Customer RFP.  |
| <b>b) For Video Management System (VMS)</b> |   |  |
| xii)  | The Proposed Software should be well proven and should have been implemented in at least two video Surveillance Projects (Completed or on-going) in India or abroad, covering the integration of<br><br>1. VMS,<br>2. Video Analytics, And<br>3. ANPR or Facial Recognition System.<br><br>Video Management / Video Analytics software should be ONVIF G / S / 2.X standard compliant and should support for all necessary profiles to meet the requirements specified in the RFP | • Copy of work order / contract agreement / completion certificate from client providing details confirming the compliance to the required criteria.<br><br>For ONVIF Compliance:<br><br>• Self-declaration on the letter head of the OEM signed by Authorized signatory |

| S. No.   | Particulars  | Mandatory Compliance & Document Submission  |
|--|--|---|
| <b>c) For AI based Video Intelligence Platform</b> |  |   |
| xiii)  | <p>The OEM of AI based Video Intelligence Platform should be registered in India for minimum period of 3 years ending March 31, 2020.</p> <p>The Proposed platform should have been implemented in at least two Smart City / Safe City / Government projects in outdoor environment (Completed or on-going) in India or abroad</p> | <ul style="list-style-type: none"> <li>Copy of registration certificate</li> <li>Copy of work order / contract agreement / completion certificate from client providing details confirming the compliance to the required criteria.</li> </ul>  |
| <b>d) For Facial Recognition System</b>            |  |   |
| xiv)   | The Proposed platform should have been implemented in at least two Smart City / Safe City / Government projects (Completed or on- going) in India or abroad with a minimum 200 licenses (cumulative) in outdoor environment  | <ul style="list-style-type: none"> <li>Copy of work order / contract agreement / completion certificate from client/ Self-declaration on the letter head of the OEM signed by Authorized signatory providing details confirming the compliance to the required criteria.</li> </ul>   |
| <b>C)</b>  | <b>Annexures</b>   |   |
| xv)  | <b>Annexure 1</b>  | <b>Covering Letter:</b> Self-certification duly signed by authorized signatory on company letter head.  |
| xvi)   | <b>Annexure 2 (a)</b>  | The Bidder should agree to abide by all the technical, commercial & financial conditions of the <b>Bengaluru City Police RFP</b> for which EOI is submitted on back to back basis.  |
|  | <b>(b)</b>   | 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 <b>Bengaluru City Police RFP</b> for which EOI is submitted on back to back basis except pricing of the RailTel. RailTel shall release payment to selected bidder after the receipt of corresponding payment from end customer <b>Bengaluru City Police</b> 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. RailTel reserves the right to terminate the contract in case of non-performance of the selected Business Associate. |

| S. No.   | Particulars       | Mandatory Compliance & Document Submission   |
|--|-------------------|--|
|  | (c)               | The bidder should comply with all OEM compliances and documentation required end to end as per <b>Bengaluru City Police RFP</b> requirements.  |
|  | (d)               | The bidder needs to submit the arrangement of OEMs against each of the BOQ item quoted as mentioned in <b>Bengaluru City Police RFP</b> .  |
| xvii)  | <b>Annexure 3</b> | Form of Affidavit for authenticity of Credentials  |
| xviii)   | <b>Annexure 4</b> | NIL Deviation Certificate  |
| xix)   | <b>Annexure 5</b> | EMD Declaration  |
| xx)  | <b>Annexure 6</b> | Self-certification duly signed by authorized signatory on company letter head that they will sign Consortium Agreement, Non-Disclosure Agreement on a non-judicial stamp paper of Rs. 100/- in the prescribed Format. The selected bidder shall have to sign Pre-Bid agreement, Pre-Contract Integrity Pact(as applicable) & non-disclosure agreements with RailTel. |
| <ul style="list-style-type: none"> <li>• Only the bids of those Service Providers, who submit the prescribed Bid processing fee and EMD Declaration (Annexure 9.2) shall be considered for evaluation</li> <li>• Service Providers are required to provide the information as per the formats provided along with the required supporting documents for each of the criteria.</li> </ul> |                   |  |

Note:

\*Business Associate should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the end Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders.

In case after the selection of the Business Associate it is found at later stage that the bidder has suppressed any material, technical, financial information or provided misinformation in its proposal against this EOI, in such case all financial, legal or any liability arises on this account shall be fully recoverable from such Business Associate. In addition, RailTel reserves the right to take further action as per RailTel Policy.

## 5.2 Credential Verification:

- 1) The Business Associate shall submit along with the EOI document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the EOI document. Each page of the copy of documents/ certificates in support of credentials, submitted by the Business Associate, shall be self-attested/digitally signed by the Business Associate or authorized representative of the Business Associate. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the Business Associate as “documents supporting the claim of qualifying the laid down eligibility criteria”, will be considered for evaluating his/their EOI.
- 2) The Business Associate shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to the disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is available in **Annexure 3**. Non-submission of an affidavit by the bidder shall result in summary rejection of his/their bid and it shall be mandatory incumbents upon the Business Associate to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualification Criteria mentioned in the EOI document. It will not be obligatory on the part of the RailTel to scrutinize beyond the submitted document of BA as far as his qualification for the EOI is concerned.
  - a. The RailTel reserves the right to verify all statements, information and documents submitted by the Business Associate in his EOI offer, and the Business Associate shall, when so required by the RailTel, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the RailTel shall not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of the RailTel thereunder.
  - b. In case of any wrong information submitted by the Business Associate, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire RailTel for 5 (five) years.

## 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 EOI 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 /Process

7.1 The Business Associates are evaluated on the basis of the Eligibility Criteria as per clause 5 above.

7.2 Only those Associates who qualify the Eligibility Criteria will be evaluated for the technical evaluation.

7.3 The Business Associate shall be selected based on highest score as per the calculation prescribed in Para 8.

7.4 RailTel will jointly work with selected Business Associate so that the optimal bid can be put with a good chance of winning the end customer project/ RFP.

7.5 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.

## 8 Technical Evaluation :

Technical Evaluation shall be based on the following parameters and associated Weightage

| S. No. | Technical Evaluation Parameter   | Marks | Threshold % required |
|--------|--|-------|----------------------|
| A      | Experience of the Business Associate   | 60    | -                    |
| A1     | Experience of implementing Town/City surveillance projects (Completed or On-going) with / for State / Central Government / PSUs in India or abroad |       |                      |
|        | More than 6 Town/City  | 15    |                      |
|        | 4 to 6 Town/City   | 13    |                      |
|        | 2 to 3 Town/City   | 10    |                      |
| A2     | Experience of implementing surveillance projects (Completed or On-going) with / for State / Central Government / PSUs in India or abroad           |       |                      |
|        | More than 5 projects   | 5     |                      |
|        | 3 to 5 projects  | 4     |                      |
|        | 1 to 2 projects  | 3     |                      |



| S. No.    | Technical Evaluation Parameter  | Marks     | Threshold % required |
|-----------|---|-----------|----------------------|
| A3        | <b>Experience of executing similar Projects (Completed or On-going) with / for State / Central Government / PSU departments in India or abroad.<br/>Combined contract value of maximum 2 projects to be:</b>                |           |                      |
|           | More than 300 crores  | 10        |                      |
|           | >200 to <=300 crores  | 8         |                      |
|           | >100 to <=200 crores  | 6         |                      |
| A4        | <b>Experience of implementing Surveillance projects (Completed or On- going) comprising of Command and Control Centre with Video wall set-up with / for State / Central Government / PSU departments in India or abroad</b> |           |                      |
|           | 2 or more projects  | 10        |                      |
|           | 1 project   | 8         |                      |
| A5        | <b>Experience of implementing ANPR/Video Analytics System in surveillance projects (Completed or On-going) with / for State / Central Government / PSU departments in India or abroad</b>                                   |           |                      |
|           | More than 5 projects  | 10        |                      |
|           | 3 to 5 projects   | 8         |                      |
| A6        | <b>Experience of implementing Facial Recognition cameras in a single project (Completed or On-going) with / for State / Central Government / PSU departments in India or abroad</b>   |           |                      |
|           | More than 500 FRS cameras   | 10        |                      |
|           | 200 to 500 FRS cameras  | 8         |                      |
|           | <b>OR</b>   |           |                      |
|           | <b>Experience of implementing Facial Recognition System in surveillance projects (Completed or On-going) with / for State / Central Government / PSU departments in India or abroad</b>                                     |           |                      |
|           | 2 or more projects  | 10        |                      |
|           | 1 project   | 8         |                      |
|           | <b>Sub Total (A1 to A6) – Minimum threshold 70%</b>   |           |                      |
| <b>B</b>  | <b>Approach and Methodology</b>   | <b>40</b> | <b>-</b>             |
| <b>B1</b> | <b>Technical Proposal:</b><br>Explain understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, Work Plan.                | <b>1</b>  |                      |
|           | <b>Bidder as Class-I local supplier / Class-II local supplier;</b>  | <b>2</b>  |                      |
|           | “Class-I local supplier” and total value of all such products is greater than 50% of the overall equipment cost plus corresponding AMC cost for the contract duration   | 2         |                      |

| S. No. | Technical Evaluation Parameter  | Marks     | Threshold % required |
|--------|---|-----------|----------------------|
|        | "Class-I local supplier" or "Class-II local supplier" and total value of all such products between 20% to 50% of the overall equipment cost plus corresponding AMC cost for the contract duration       | 1         |                      |
| B2     | <b>Presentation</b><br>Clearly indicating a complete understanding of the project along with a proposed work plan, methodology of implementation, risks envisaged and their mitigation, operations etc. | 3         |                      |
|        | <b>Total Marks (A + B)</b>  | <b>66</b> |                      |

**9 Proof of Concept:** Selected Business Associate shall undertake to demonstrate the key features and functionality as per the requirement of end customer's RFP requirement of the proposed solution as per Para B2 of the Technical Evaluation Criteria of the end customer RFP.

## 10 Payment terms

10.1 All payments shall be paid on back to back basis for the respective portions. RailTel shall make payment to selected Business Associate after receiving payment from the end customer for the successful completion portion. In case of any penalty or deduction made by the end customer, the same shall be deducted from the selected BA.

10.2 Compliance to payment terms as defined in Organization tender for "design, implementation and maintenance **of Bengaluru Safe City Project**"

## 11 SLA

The selected bidder will be required to adhere to the SLA matrix as defined in the **End Customer Bengaluru City Police** tender for his scope of work and the SLA breach penalty will be applicable proportionately on the selected bidder, as specified in the **Organization Safe City 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 selected Business Associate will be passed on to the Business Associate proportionately based on the its scope of work.

## **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

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

Self-Certificate (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: Self Certificate for Tender, Technical & other compliances

- 1) Having examined the Technical specifications mentioned in this EOI & end customer RFP, we hereby confirm that we meet all specification.
- 2) We \_\_\_\_\_ agree to abide by all the technical, commercial & financial conditions of the **Bengaluru Safe City** RFP for which EOI is submitted for the scope to be finalised on back to back basis except pricing and termination of the RailTel. RailTel shall release payment to selected bidder after the receipt of corresponding payment from end customer **Bengaluru City Police** 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 Business Associate. RailTel reserves the right to terminate the contract in case of non performance of the Business Associate.
- 3) We hereby agree to comply with all OEM technical & Financial documentation including MAF, Technical certificates/others as per end to end requirement mentioned in the **Bengaluru Safe City** RFP. We are hereby enclosing the arrangement of OEMs against each of the BOQ item quoted as mentioned in **Bengaluru Safe City** Tender.
- 4) We hereby undertake to work with RailTel as per customer / **Bengaluru Safe City** RFP terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Criteria as required in the **Bengaluru Safe City** RFP terms and conditions like technical certificates, OEM compliance documents.
- 5) We understand and agree that RailTel is intending to select a Business Associate who is willing to accept all terms & conditions on back to back basis. However, RailTel can have the option of retaining some part of work on mutual discussion where RailTel has competence.
- 6) We hereby agree to submit that in case of being selected by RailTel as Consortium Associate for the **Bengaluru Safe City** RFP (for which EOI is submitted on back to back basis), we will submit all the forms, appendix, relevant documents etc. to RailTel that is required and desired by end Customer

on back to back basis well before the bid submission date by end customer and as and when required.

- 7) We hereby undertake to comply and submit all relevant Annexures, Forms to RailTel as per the format prescribed in the Customer RFP.

Authorized Signatory

Name & Designation

### Annexure 3: Format of Affidavit

#### FORMAT FOR AFFIDAVIT TO BE UPLOADED BY BA ALONGWITH THE EOI DOCUMENTS

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

I..... (Name and designation)\*\* appointed as the attorney/authorized signatory of the Business Associate (including its constituents),  
M/s \_\_\_\_\_ (hereinafter called the Business Associate) for the purpose of the EOI documents for the work of \_\_\_\_\_ as per the EOI No. \_\_\_\_\_ of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the behalf of the Business Associate including its constituents as under:

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

along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT  
SEAL AND SIGNATURE  
OF THE BA

#### VERIFICATION

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

DEPONENT

SEAL AND SIGNATURE  
OF THE BA

Place:

Dated:

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

#### **Annexure 4: NIL Deviation Certificate**

**CERTIFICATE FOR COMPLIANCE  
TO  
ALL PROVISIONS OF BIDDING DOCUMENTS  
(Certificate of “NIL” Deviation)  
Towards  
COMPLIANT BID  
(Acceptance to be given on Company Letter Head by Authorized Signatory)**

Bidder's Name & Address :

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

1. With reference to our Bid submitted against the tender, we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendment(s) / Clarification(s) / Addenda/Errata (if any) issued by the Employer prior to opening of Techno-Commercial Bids and the same has been taken into consideration while making our Techno-Commercial Bid & Price Bid and we declare that we have not taken any deviation in this regard.
2. We understand that in case the Products and/or Services offered do not meet the Technical requirements, then our bid shall be rejected as Technically non-responsive.

We also confirm that in case we refuse to withdraw additional conditions /deviations /variations /exception, implicit or explicit, found anywhere in the techno-commercial bid, our bid shall be rejected as Technically non-responsive.

We further confirm that if any deviation/variation in any form is found in our Price Bid, the EMD shall be forfeited.

**(ACCEPTED)**

Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Common Seal \_\_\_\_\_

Date :

Place:



## **Annexure 5: EMD (Earnest Money Deposit) Declaration**

{Certificate should be provided by Service Provider on company's letter head}

### **EMD Declaration**

**Date:**

Reference: EOI for selection of Consortium Partner for design, implementation and Maintenance of Bengaluru Safe City Project. E-Procurement Tender No. <.....>

I, hereby submit a declaration that the tender submitted by the undersigned, on behalf of the t \_\_\_\_\_ **(Name of the Business Associate)**, shall not be withdrawn or modified during the period of validity or extended period of validity.

I, on behalf of the \_\_\_\_\_ **(Name of the Business Associate)**, also accept the fact that in case the tender is withdrawn or modified during the period of its validity/extended validity period or if we fail to sign the contract in case the contract is awarded to us or we fail to submit a Performance Security and Additional Performance Security, if any, before the deadline fixed in the Tender Document, then \_\_\_\_\_ (name of the **Business Associate**) will be debarred for participation in the tendering process for the Procurements of this Procurement Entity for a period of **one year** from the date of default.

**(Signature of the Authorised Signatory, Official Seal)**

**Annexure 6: 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 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 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:

Title:

Title: **Company Secretary**