

# **RailTel Corporation of India Limited**

No. RCIL/CO/EoI/DelhiSafeCity

Date: 31.07.2021

## **Calling for Expression of Interest**

### 1. General Information

	Purpose of EoI	To select business partner for participation in the tender for "Safe City Project of Delhi Police"
	Name of the Work	Provision of Bandwidth for "Safe City Project of Delhi Police"
	Last date of submission	06.08.2021 @1300 hrs
	Validity of the offer	As per RFP/Tender
	Completion period	As per RFP/Tender
	Maintenance period	As per RFP/Tender
	Schedule of requirements	As per RFP/Tender
	Terms of Payment	Back to back as per RFP/Tender
	Security Deposit	Back to back as per RFP/Tender
	Performance Guarantee	Back to back as per RFP/Tender
	All other conditions	Back to back as per RFP/Tender

### 2. Instruction to the EoI Participants

1. RailTel desires to participate in the tender for provision of MPLS bandwidth for "Safe City Project of Delhi Police." This EOI is intended to select a Business Associate for enabling RailTel to participate in this bid as well as to execute the work. The selected BA will help RailTel in designing the network for bandwidth delivery.
2. The subject tender is for providing bandwidth for the Delhi Safe city project. RailTel desires to augment its network by using for laying/leasing/renting underground/aerial OFC for providing the bandwidth for this work. The Business Associates are allowed to form consortium with suitable players for this purpose if they desire so. However, the consortium should not have more than 2 members. The lead member of the consortium will be responsible for all back-to-back conditions.
3. Only those BA's who fulfil the below mentioned criterion are eligible to participate in this EoI:
  - i. The empanelment of the BA should be current and valid.
  - ii. BA must be empanelled in RailTel in the following area are eligible to participate in this bid:
    1. Data centre Services
    2. Telecom/IT Network Integration
  - iii. The average annual turnover of the BA should not be less than ₹50.00 Cr in last four financial years ending on 31.03.2021. The average annual turnover of the bidder should not be less than Rs. 75.00 Cr in last four Financial Years ending on 31.03.2021.
  - iv. The BA or the consortium partner must have own/long term leased fiber network of 500km across Delhi circle that may be utilized for the purpose of bandwidth provision against this tender.

4. Evaluation methodology: RailTel will evaluate the BA based on the parameters and the marks obtained for the parameters mentioned below. The BA who will get the maximum marks will be selected for working on this tender along with RailTel. The minimum passing marks that a BA has to obtain in 60%. In case of a tie, RailTel reserves the right to decide a method for resolution of the tie.

SI No	Item Description	Marks
1	One of the consortium members must have turnover	> ₹75 Cr – 10 marks ₹50-75 Cr – 5 marks < ₹50 Cr – 0 marks
2	One of the consortium members must have positive networth	>₹50 CR – 10 marks ₹ 25 – 50 Cr – 5 marks < ₹25 Cr – 0 marks
3	Any member of the consortium should have fiber infra (own / long term lease) in Delhi	>1000km – 10 marks 500 – 1000km – 5 marks < 500 km – 0 marks
4	Any member of consortium having ISO 27033 / TL 900 certification	5 marks
5	One of the consortium members must have provided network connectivity for CCTV cameras / WiFi APs	>1000 Nos. – 10 marks 500-1000 Nos. – 5 marks < 500 Nos. – 0 marks
6	Any consortium member has a 24x7 NOC and helpdesk.	5 marks.

5. The EOI partner shall study the RFP thoroughly and collect all required documents, certificates etc. that are required for enabling RailTel's participation MAFs, in the tender.
6. It is informed again that the payment conditions & SLA are on back-to-back basis as per the original RFP.
7. The selected partner has to support RailTel in preparation of the bid document.
8. The rates shall be comprehensive and in total for the entire work with break up details if any, and Taxes as applicable.
9. The offer against this EOI shall remain valid up to 120 days from the date of receiving PO from the end customer in the event of RailTel winning the bid.
10. It is further stated that before the final rate that will be quoted by RailTel, the bid management committee of RailTel for this bid may negotiate with the BA for various make/model/brand of the product as well as the offered rates to enhance the chances for winning the bid.
11. 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.
12. 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
- 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.
  - 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.

- iii. 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.

13. All empaneled BAs are required to submit soft copy of their through an e-mail at **eoi.ebco@railtelindia.com**, duly signed by Authorized Signatories (signed with ink) with Company seal & stamp.
14. Selected empaneled Business Associate's authorized 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.
15. The BA participating in this EOI shall furnish undertaking towards the Earnest Money Deposit as per the format attached.
16. The successful tenderer will have to sign a non-disclosure agreement with RailTel in the format enclosed.
17. 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.

**EMD (Earnest Money Deposit) Declaration**

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

**EMD Declaration**

Subject: Undertaking as per GFR – 2017, Rule 170(iii)

To:

Executive Director – II/SR

RailTel Corporation of India Limited

New Delhi.

Dear Sir,

We, the undersigned, offer to support RailTel in its participation of the tender for "Safe City Project – MPLS & ILL, Delhi." We are hereby submitting our proposal for same. As a part of eligibility requirement stipulated in said tender document, we hereby submit a declaration in lieu of Earnest Money Deposit (EMD), as given below:

- a. Our bid shall remain valid for 120 days from the date of submission and that we will not withdraw or modify our bid during the validity period,
- b. In case, we are declared as successful bidder and an order is placed on us, we will submit the acceptance in writing within 07 days of placement of order on us.
- c. In case, we are declared as successful bidder and an order is placed on us, we undertake, to submit a Performance Security of 03% of the order/contract value, as per terms stipulated in the RFP.
- d. In case of failure on our part to comply with any of the above said requirements, we are aware that we shall be declared as un-eligible for said tender and /or debarred from any future bidding process of RailTel Corporation of India Limited for a period of minimum one year.
- e. The undersigned is authorized to sign this undertaking.

Yours sincerely,

Authorized Signatory:

Name and Title of Signatory:

e-mail:

Mobile No:

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

11) Both parties acknowledge that the confidential information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties which afford them certain competitive and strategic advantage. Accordingly neither party will use the confidential information or strategies, plans, business activities, methods, process, information, and /or competitive and strategic advantage to the other.

12. Each party understands that the other party may currently or in the future be developing information internally, or receiving information from third parties that may be similar to the "confidential Information" Accordingly, nothing in this agreement will be construed as a representation or inference that either party will not develop products, or have products developed for it, or enter into joint ventures, alliances, or licensing arrangements that, without violation of this agreement, compete with the products or systems embodying the "confidential Information".

13. Except as specifically provided herein, disclosure of confidential information by either party pursuant hereto shall not be deemed to grant to the Recipient party, any rights, interest or property in such confidential information and accordingly both parties agree that they will not directly or indirectly claim or submit any application for grant of any patent, copyright, design right or other intellectual property Rights in, to or on the basis of the confidential information.

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



15. No failure or delay 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 <b>RailTel Corporation of India Ltd.</b>
Sign:	Sign: Sign:

Name:	Name: Name:
Title:	Title: <b>Company Secretary</b>