

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

EOI No: RCIL/EOI/CO/MKT/EB/2021-22/0004/BOB

Dated 20.11.2021

Expression of Interest (EOI) for “Selection for Managed services Partner (MSP-BoB) from Empaneled Business Associates(BA)/Managed Service Partners (MSP)/ IT-ICT Business Partners/ Digital Service Partners (DSP)/SD-WAN Service Partner of RailTel on back to back conditions for respective portion/portions of scope under Bank of Baroda (BoB) RFP ref No. BCC:IT:PROC:113:42 dt. 20.09.2021”.

The Broad Scope of MSP against the Scope of BoB RFP considered in this EOI is as follows:

“Supply, Installation and Maintenance of Software Defined Wide Area Network (SD WAN) Solution against Bank of Baroda (BoB) RFP ref No. BCC:IT:PROC:113:42 dt. 20.09.2021”

EOI NOTICE

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

EOI No: RCIL/EOI/CO/MKT/EB/2021-22/0004/BOB

Dated 20.11.2021

RailTel Corporation of India Ltd.,(hereinafter after referred to as "RailTel") invites EOI for **"Selection for Managed services Partner (MSP-BoB) from Empaneled Business Associates(BA)/Managed Service Partners (MSP)/ IT-ICT Business Partners/ Digital Service Partners (DSP)/SD-WAN Service Partner of RailTel on back to back conditions for respective portion/portions of scope under Bank of Baroda (BoB) RFP ref No. BCC:IT:PROC:113:42 dt. 20.09.2021" for "Supply, Installation and Maintenance of Software Defined Wide Area Network (SD WAN) Solution against Bank of Baroda (BoB) RFP ref No. BCC:IT:PROC:113:42 dt. 20.09.2021"**. Hereinafter the BoB Tender and it's corrigendum/Addendum will be referred as "BoB Tender" and this EOI document will be referred as "EOI".

The reference BoB Tender documents are as follows:

SN	Document Description	Document Name of BoB website/ e_Tendering portal	Document Type
1	RFP Reference: BCC:IT:PROC:113:	RFP Sdwan Solution V1Final.Pdf	Tender Document
2	Annexure- 19 & 20 of RFP	Annexure 19-20.Pdf	Part of Tender Documents
3	Addendum dated 18th October 2021	Addendum F.Pdf	Addendum
4	Addendum dated 1st November 2021	Addendum_1_11_2021.pdf	Addendum
5	Corrigendum for date extension	DateExtension.docx	Corrigendum
6	Corrigendum for date extension	DateExtension2.docx	Corrigendum

Kindly Note: All the Documents related to BoB are updated up to last update on 04.11.2021. Bidders are requested to download the above mentioned documents from BoB website <https://www.bankofbaroda.in> and e-Tendering portal <https://www.tenderwizard.com/BOB>

All these documents and the documents uploaded/published up to the last date of bid submission against BoB tender be part of this EOI and bidders are required to go through the same for compliance against their scope.

The EOI is floated on RailTel's e-Tendering Portal <https://railtel.enivida.com> and all the enquiry/Invitation will be sent through the e-Nivida portal only. For getting the invitation through e-Nivida portal, the **Empaneled Business Associates(BA)/Managed Service Partners (MSP)/ IT-ICT Business Partners/ Digital Service Partners (DSP)/SD-WAN Service Partner** are requested to get themselves registered on e-Nivida Portal as "Bidder" through "Bidder Enrolment" link. Also the response bid is required to be submitted through eNivida portal only.

The EOI schedule and other details are as under:

1	Availability of EOI on RailTel's e-Nivida Portal	From 10:00 Hrs. of 20.11.2021
2	Start of Downloading the EOI Document from RailTel's e-Tendering Portal	From 10:00 Hrs. of 20.11.2021
3	Bid Submission Start Date	From 10:00 Hrs. of 20.11.2021
4	Last date for submission of EOIs by bidders	21.11.2021 before 18:00 Hrs

5	Opening of Bidder's EOIs (Packet-One, Techno-commercial)	18:30 Hrs of 21.11.2021
6	Opening of Bidder's EOIs (Packet-Two, Financial Bid)	Will be informed later (Financial bid will be opened only for those Bidder's who will match the eligibility criteria laid down in this EOI and will be selected by RailTel for financial bid Opening).
7	Earnest Money deposit.	Nil. However Bidder will submit the BID SECURITY DECLARATION As per Annexure VII of this EOI in favour of RailTel Corporation of India Limited.
8	EOI Document fee Incl. of Taxes (Non refundable)	Rs. 1770/- (Required to be submitted through e-Nivida portal Only)
9	Processing Fee incl. of All Taxes (Non refundable)	Rs. 2950/- (Required to be submitted through e-Nivida portal Only)

For any clarification following designated officials may be contacted:

1st Level

Manish Gupta
Deputy General Manager /DSP
Email : manish_g@railtelindia.com
Contact : 9717644062

2nd Level

Manoj Tandon,
General Manager /Enterprise Business
Email: manoj.tandon@railtelindia.com

Note:

1. The EOI response is invited from all eligible **Empaneled Business Associates(BA)/Managed Service Partners (MSP)/ IT-ICT Business Partners/ Digital Service Partners (DSP)/SD-WAN Service Partner of RailTel only.**
2. All the invited Partners are required to submit their complete response through e-Nivida Portal only. Bidders are required to register themselves on RailTel's e-Nivida portal for submission of bids. Registration there may take 24 to 48 Hrs. for confirmation so it is advised to the bidder to get them registered well before time to avoid last minute flurry. RailTel will not be responsible for any such delay.
3. All the future corrigendum/ addendum/clarification will be published on e-Nivida portal only.
4. All the document must be submitted with proper indexing and page numbers.

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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.

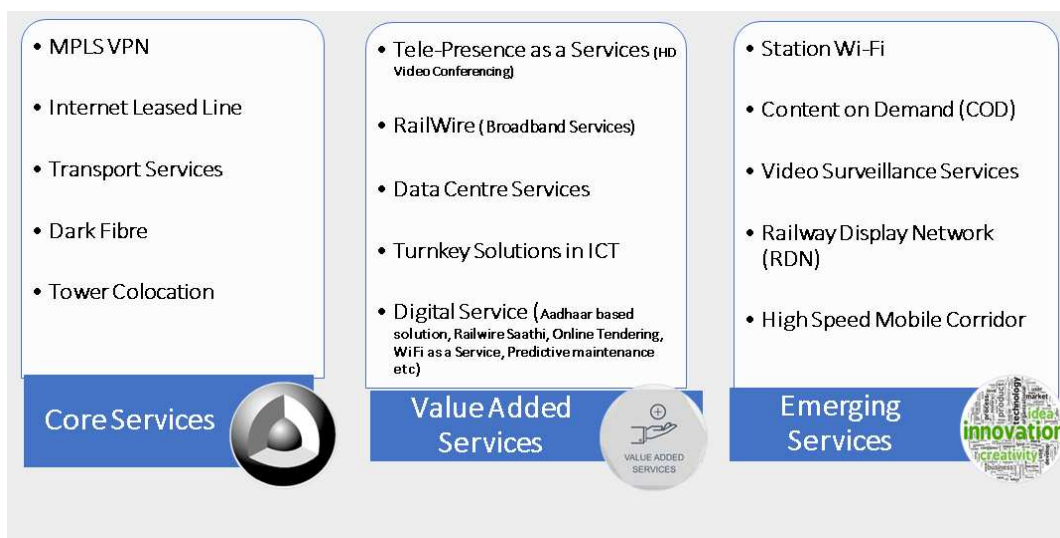
RailTel has approximately 60000 Kms of OFC along the protected Railway tracks. The transport network is built on high capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon and Secunderabad hosting / collocating critical applications. RailTel is also providing Telepresence as a Service (TPaaS), where a High Definition Video Conference facility bundled with required BW is provided as a Service.

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

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

a) Licenses & Service portfolio:

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



b) CARRIER SERVICES

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

c) ENTERPRISE SERVICES

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

d) RETAIL SERVICES

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

2. Project Background and Objective of EOI

RailTel intends to participate in the **RFP ref No. BCC:IT:PROC:113:42 dt. 20.09.2021** as "Bidder", floated by **Bank of Baroda**.

RailTel invites EOI for "**Selection for Managed services Partner (MSP-BoB) from Empaneled Business Associates(BA)/Managed Service Partners (MSP)/ IT-ICT Business Partners/ Digital Service Partners (DSP)/SD-WAN Service Partner of RailTel on back to back conditions for respective portion/portions of scope under Bank of Baroda (BoB) RFP ref No. BCC:IT:PROC:113:42 dt. 20.09.2021**" for "**Supply, Installation and Maintenance of Software Defined Wide Area Network (SD WAN) Solution against Bank of Baroda (BoB) RFP ref No. BCC:IT:PROC:113:42 dt. 20.09.2021**". .

3. Scope of Work

The scope of work is mentioned in the **RFP ref No. BCC:IT:PROC:113:42 dt. 20.09.2021** of BoB includes "**Supply, Installation and Maintenance of Software Defined Wide Area Network (SD WAN) Solution**". This EOI is for engagement of **MSP-BoB** for providing all the scope with back to back payment terms and **SLA/Penalty**. Bidder is requested to kindly go through the entire BoB Tender and for Scope, Payment Terms, SLA , Penalties and PoC etc. Following items are part of Scope and need to be quoted in price bid. Bidder is also required to provide "**Priced Masked**" Copy of the Price bid in techno-commercial bid duly filled with other information in the provided format as below:

								AMC/ATS		
Sr . No.	Description	Qty	Mea sure men t	Name of Product and Model having Class-I LC Certification	Local Content % for quoted model	Cost per Qty in Rs.	Total cost (with 3 Yr Wty) in Rs.	AMC/ATS Charges in Rs. (4th Yr)	AMC/ATS Charges in Rs. (5th Yr)	2 Yrs AMC/ ATS Cost in Rs.

1	Branch Router Type A with 10 Mbps SD-WAN license (in each direction) with encryption	5549	Nos							
2	Branch Router Type B with 20 Mbps SD-WAN license (in each direction) with encryption	226	Nos							
3	Branch Router Type C with 50 Mbps SD-WAN license (in each direction) with encryption	150	Nos							
4	Branch Router Type D with 100 Mbps SD-WAN license (in each direction) with encryption	50	Nos							
5	Branch Router Type E with 200 Mbps SD-WAN license (in each direction) with encryption	25	Nos							
6	DC-DR Central Device with HA with 10000 Branch Support from Day 1 (2 Mumbai and 2 Hyderabad) with 40 GBPS SDWAN License and scalable to 100 GBPS	4*	Nos							
7	DC-DR Central Solution with HA with 10000 Branch Support from Day 1 (Sizing of Hardware need to be provided. Bank will provide the HW as well as OS/DB licenses required)	1	Nos							
8	One Time implementation Cost	1	OTC							
9	Any other items/ services which are part of scope and not mentioned above	1	OTC							
A	Grand Total (A)									

Note:

a. All prices to be in Indian Rupee (INR) only.

- b. For each of the above items provided the Successful Bidder is required to provide the cost for every line item where the Successful Bidder has considered the cost in BOQ.
- c. The Successful Bidder needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the Successful Bidder would need to provide the same without any charge. Successful Bidder should make no changes to the quantity.
- d. If the cost for any line item is indicated as zero then it will be assumed by RailTel that the said item is provided to RailTel without any cost.
- e. All Deliverables to be supplied as per BoB RFP requirements provided in the tender
- f. The Service Charges need to include all services and other requirement as mentioned in the BoB RFP
- g. The Successful Bidder has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculation shown ever for the purpose of calculation RailTel will take the corrected figures / cost.
- h. Prices quoted by the Successful Bidder should be inclusive of all taxes, duties, levies etc. except GST which will be paid extra at actuals. There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected
- i. All Quoted Commercial Values should comprise of values only upto 2 decimal places. RailTel for evaluation purpose will consider values only upto 2 decimal places for all calculations & ignore all figures beyond 2 decimal places.
- j. No price increase on account of change in tax structure, duties, levies, charges etc shall be permitted, No price increase on account of exchange rate fluctuations.
- k. All the price quoted is with onsite comprehensive 3 Years Warranty & 2 Years AMC/ATS.
- l. Details to be provided for any commercial provided against "Any other items/ services which are part of scope and not mentioned above". Line item 9
- m. All hardware and Software items should be as per technical specifications mentioned in Annexure 20 and Scope of Work of BoB Tender.
- n. The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge. Vendor should make no changes to the quantity.
- o. The Condition of Bank" Though commercial received for 6000 branches however initial order will be placed for 2000 branches only out of which 90% will be on branch type router A. Bank based on the performance will place the remaining 4000 branches order in FY 2022-23 as per rate quoted above" will be followed here in his EOI also.**
- p. Bidder is required to quote all products and solution having Class-I certified Local Content product as per GOI MII guideline (Order No. P-45021/2/2017-PP(BE-II) dated (Order No. 18-10/2017-IP dated 29.08.2018 by DOT/MOC/GOI) 16.09.2020 by DPIT(PPD)/MoC/GOI)
- q. For line item no. 6, In case bidder could not meet the throughput as mentioned above in a single device then bidder are required to factor the required no. of devices in multiples of 4. Example: If two devices are meeting then total eight devices (DC Mumbai - 4 and DC Hyderabad - 4) should be factored.**

Successful bidder of this EOI i.e. "**MSP-BoB**", at his own cost, is required to participate in PoC of BoB during RailTel's bid evaluation by BoB. For this purpose all the required hardware/software/support will be provided by the successful bidder to RailTel team with no cost to RailTel.

For detailed scope of work, may please refer to from BoB website <https://www.bankofbaroda.in> and e-Tendering portal <https://www.tenderwizard.com/BOB> including all latest Corrigendum's, Addendums & clarifications.

RailTel intend to select a partner who is willing to accept all terms & conditions on back to back basis for entire scope of work.

In case of any discrepancy or ambiguity in any clause/ specification pertaining to scope of work area, the Tender released by end Customer (i.e. BoB) shall supersede and will be considered sacrosanct.

4. Response to EOI guidelines

4.1 Language of Proposals

The proposal and all correspondence and documents shall be written in English.

4.2 RailTel's Right to Accept/Reject responses

RailTel reserves the right to accept or reject any response and annul the bidding process or even reject all responses at any time prior to selecting the partner, without thereby incurring any liability to the affected bidder or without any obligation to inform the affected bidder or bidders about the grounds for RailTel's action.

4.3 EOI response Document

The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Submission of bids, not substantially responsive to the bidding document in every aspect will be at the bidder's risk and may result in rejection of its bid without any further reference to the bidder.

All pages of the documents shall be signed in ink by the bidder including the closing page in token of his having studied the EOI document and should be submitted along with the bid. A copy of signed EOI along with its all Corrigendum/Addendum is required to be submitted through e-Nivida portal duly signed digitally.

4.4 Period of Validity of bids and Bid Currency

Bids shall remain valid for a period of 180 days from the date of opening of **financial bid by BoB**. If any extension is required by customer, then the same will be extended for further period.

4.5 Bidding Process (Two Packet System and Single Stage Bidding)

The bidding process will consist of Two packet system. Packet –One will “Cover Techno Commercial Offer”. And Packet Two will cover “Financial Bid/Price Bid”. Financial bids will be opened only for those bidders whose Techno Commercial Offer will qualify against the qualification criterion laid down in this EOI. Bidders should not reveal their prices anywhere in the bid document other than the “Financial bid”. In case the prices are shared by bidder anywhere in the bid other than the financial bid, the bid may be rejected by RailTel.

4.6 Bid Earnest Money (EMD): Exempted. In line with BoB Tender, EMD for this EOI has been waived off against requirement of submission of Bid Security Declaration in lieu of EMD. All bidders must submit Bid Security Declaration as per format attached as Annexure-VII of this EOI. However in case if BOB demands EMD from RailTel, the EMD of same amount will be required to submit by the bidder "as EMD of this EOI" to RailTel before submission of financial bid by RailTel.

4.7 [Security Deposit / Performance Bank Guarantee \(PBG\) per BoB RFP ref No. BCC:IT:PROC:113:42 dt. 20.09.2021](#)

4.7.1 The selected Partner shall have to submit a Bank Guarantee against Security Deposit of the same value to RailTel as back to back arrangements for the Bid. The rate and value of SD/PBG shall be as per **BoB Tender No. BCC:IT:PROC:113:42**.

4.7.2 In the case the bid is successful the PBG also will have to be submitted to RailTel on back to back basis.

4.7.3 In case work share arrangements are mutually agreed between RailTel and **MSP-BOB** then the PBG will be proportionately decided.

4.8 [Last date & time for Submission of EOI response](#)

EOI response must be submitted to RailTel through e-Nivida portal not later than the specified date and time mentioned in the EOI Notice Preamble.

4.9 [Modification and/or Withdrawal of EOI response](#)

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

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

The successful bidder will not be allowed to withdraw or back out from the response commitments. In case of withdrawal or back out by the successful bidder, the Earnest Money Deposit shall be forfeited and all interests/claims of such **managed services Partner** shall be deemed as foreclosed. In addition if selected partner withdraws its offer then the **managed services Partner** may be blacklisted.

4.10 [Details of Financial bid for the above referred tender](#)

The final bid for the tender will be prepared jointly with the selected **managed services Partner –BOB** for its respective portion so that RailTel puts in an optimal bid with a good chance of winning the Tender. Moreover, if BoB ask for further negotiation with RailTel, Selected MSP-BoB will provide full support by reducing its price up to possible extent. In such case, Negotiation done by BoB will be passed on to the selected partner- However RailTel margin in % terms will remain intact

4.11 [Clarification of EOI Response](#)

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the Service Partners 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 partner with detailed back to back Terms and conditions prior to submission of RailTel bid against **BoB Tender No. BCC:IT:PROC:113:42** or after winning the Bid.

5. Eligibility Criteria for Partners:

The bidders must comply with the following conditions for their eligibility in the participation for the EOI. submit necessary declarations/certifications as per Tender Terms and Conditions:

S No.	Parameter	Eligibility Criteria	Supporting Documents to be Submitted	Compliance (Y/N)
A)	Association with RailTel	The Bidder Should be RailTel's Empaneled Business Associates(BA)/Managed Service Partners (MSP)/ IT-ICT Business Partners/ Digital Service Partners (DSP)/SD-WAN Service Partner with validity of association atleast upto the last date of submission of this bid. This is the primary and mandatory eligibility criteria, however the bidder is also required to meet other eligibility criteria of this EOI. The Performance Bank Guarantee/ Empanelment Bank Guarantee meant for Such association should be valid.	Copy of LOI/Agreement.	
B)	Financial Conditions of Bidder			
i)	Company Registration	Bidder Should be registered under Companies Act, 1956 or Companies Act 2013 or as amended and should have at least 3 years of operations in India as on bid submission date.	1.Certificate of Incorporation 2. GST Registration 3. PAN Card	
ii)	Cumulative Turnover	Bidder Should have a cumulative annual turnover Rs. 108,00,00,000/- (One Hundred and Eight Crores) for the last three years (FY 2018-19, FY 19-20 and FY 20-21).	Turnover Certificate- Certificate issued by the CA with copy of the CA audited financial statements for the last three financial years (FY 2018-19, FY 19-20 and FY 20-21) to be submitted.	

S No.	Parameter	Eligibility Criteria	Supporting Documents to be Submitted	Compliance (Y/N)
iii)	Single Work Order	Bidder Should have completed One single work in IT/ICT/Wifi/Telecom during last five years with order values of more than Rs. 24,50,00,000/- (Twenty Four Crore Fifty Lac)	Copy of Work order and completion certificate.	
iv)	Positive Net worth	Bidder should also have a positive net worth in the last 3 financial years (FY 2018-19, FY 19-20 and FY 20-21)	Positive Net Worth Certificate issued by the CA along with copy of the CA audited financial statements for the last three financial years ((FY 2018-19, FY 19-20 and FY 20-21))	
C)	Technical Conditions			
(i)	OEM Credentials	The OEM should be a Class-I Local Supplier as defined in the Order No. P- 45021/2/2017-PP (BE- II) dated 16.09.2020 by DPIT(PPD)/MoC/GOI AND The OEM needs to comply with the Minimum Local Content Percentage (%) as defined in Table-A (Page 5 of 12) Order No. 18-10/2017-IP dated 29.08.2018 by DOT/MOC/GOI	1) Self certification as per Annexure-21 of BoB RFP specifying that the item offered meets the Minimum Local Content and shall give details of the location(s) at which the local value addition is made in the format as per attached Annexure-22 of BoB RFP 2) Certification from the statutory Auditor or Cost Auditor of the company (in case of companies) or Chartered Accountant (in respect of suppliers other than companies)	

S No.	Parameter	Eligibility Criteria	Supporting Documents to be Submitted	Compliance (Y/N)
			giving the percentage of Local Content against each quoted line item.	
(ii)	OEM Credentials	The Bidder must have registered average annual turnover of Rs. 100 Crores or above (from Indian Operations only) during the last three completed financial years – 2018-19, 2019-20 and 2020-21* (Not inclusive of the turnover of associate companies). (If 2020-21 Financial Statements of any bidder is unaudited, then Financial statement for 2017-18, 2018-19, 2019-20 will be considered). Or The below clause is applicable for OEMs who fall under the category of Micro & Small Enterprise (MSEs) or Start-ups (Necessary valid documentary proof certifying the bidder as an MSE or a Start-up needs to be submitted by the bidder) Bidder must have registered a turnover of 30 Crores or above (from Indian Operations only) in every years in last three completed financial years i.e. 2018-19, 2019-20 and 2020-21* (Not inclusive of the turnover of associate companies)	Audited Financial statements for the financial years 2018-19, 2019-20 and 2020-21* Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.	
(iii)	OEM Credentials	OEM Must be net profit making entity (from Indian operations only) continuously for the last three years that is financial years - 2018-19, 2019-20 and 2020-21*. OR The net worth of the OEM should be positive for last three Financial Years – 2018-19, 2019-20 and 2020-21 and also ii) should have not eroded by more than 30% (thirty percent) in the last three years.(As on RFP Date) (If 2020-21 Financial Statements of any bidder is unaudited, then Financial	Audited Financial statements for the financial years 2018-19, 2019-20 and 2020-21*. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any	

S No.	Parameter	Eligibility Criteria	Supporting Documents to be Submitted	Compliance (Y/N)
		statement for 2017-18,2018-19, 2019-20 will be considered) along with an undertaking letter from the bidder that the 2020-21 Statements are not audited.	riders or qualification. * (If 2020-21 Financial Statements of any bidder is unaudited, then Financial statement for 2017-18,2018-19, 2019-20 will be considered) along with an undertaking letter from the bidder that the 2020-21 Statements are not audited.	
(iv)	OEM Credentials	The OEM or OEM's parent Company (In case OEM is wholly owned Subsidiary of the parent company) must have registered average annual turnover of Rs. 50 Crores or above (from Indian Operations only) during the last three completed financial years 2018-19, 2019-20 and 2020-21* (Not inclusive of the turnover of associate companies). (If 2020-21 Financial Statements of any bidder is unaudited, then Financial statement for 2017-18,2018-19, 2019-20 will be considered). Or The below clause is applicable for bidders who fall under the category of Micro & Small Enterprise (MSEs) or Start-ups (Necessary valid documentary proof certifying the bidder as an MSE or a Start-up needs to be submitted by the bidder)	Audited Financial statements for the financial years 2018-19, 2019-20 and 2020-21* Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification. * (If 2020-21 Financial Statements of any bidder is unaudited, then Financial statement for 2017-18,2018-	

S No.	Parameter	Eligibility Criteria	Supporting Documents to be Submitted	Compliance (Y/N)
		Bidder must have registered a turnover of 30 Crores or above (from Indian Operations only) in every years in last three completed financial years i.e. 2018-19, 2019-20 and 2020-21* (Not inclusive of the turnover of associate companies)	19, 2019-20 will be considered) along with an undertaking letter from the bidder that the 2020-21 Statements are not audited.	
(v)	OEM Credentials	The OEM or OEM's parent Company (In case bidder is wholly owned Subsidiary of the parent company Must be net profit making entity (from Indian operations only) continuously for the last three years that is financial years 2018-19, 2019-20 and 2020-21*. OR The net worth of the Bidder or Bidder's parent Company (In case bidder is wholly owned Subsidiary of the parent company should be positive for last three Financial Years 2018-19, 2019-20 and 2020-21 and also ii) should have not eroded by more than 30% (thirty percent) in the last three years. (As on RFP Date) (If 2020-21 Financial Statements of any bidder is _____ unaudited, _____ then _____ Financial statement for 2017-18, 2018-19, 2019-20 will be considered) along with an undertaking letter from the bidder that the	Audited Financial statements for the financial years 2018-19, 2019-20 and 2020-21*. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification. * (If 2020-21 Financial Statements of any bidder is unaudited, then Financial statement for 2017-18, 2018-19, 2019-20 will be considered) along with an undertaking letter from the bidder that the 2020-21 Statements are	

S No.	Parameter	Eligibility Criteria	Supporting Documents to be Submitted	Compliance (Y/N)
		2020-21 Statements are not audited.	not audited.	
(vi)	OEM Credentials	OEM must be in business of providing SD WAN Solution & Appliances at least for last 3 years in India.(As on RFP Date)	A self-certified letter from company secretary (of OEM company) for being in the Core Business of SD WAN Solution & Appliances to be attached.	
(vii)	OEM Credentials	OEM should have supplied, installed and maintained the proposed SD-WAN solution and appliances with minimum 1000 edge devices each in at least 1 Commercial Banks/ Financial Institutions/ PSU/ Govt. Organization in India in past 3 Years as on RFP issue date. OR OEM should have supplied, installed and maintained the proposed SD-WAN solution and appliances with minimum 500 edge devices each in at least 2 Commercial Banks/ Financial Institutions/ PSU/ Govt. Organization in India in past 3 Years as on RFP issue date.	Documentary Proof of order / contract copy / customer credentials.	
(viii)	OEM Credentials	Experience & Support Infrastructure OEM / OEM's Distributor should have spare warehouse / depot in each State where Bank's 18 Zonal Offices are located.	Letter of confirmation from both bidder and OEM	
(ix)	OEM Credentials	If OEM is bidding directly in BOB they cannot submit another bid with any other bidder.	Letter of confirmation from OEM	

S No.	Parameter	Eligibility Criteria	Supporting Documents to be Submitted	Compliance (Y/N)
(x)	OEM Credentials	The bidder needs to submit the documents required under MAF from the respective SDWAN. Two No. of MAFs are required to be provided by OEM. One in favour of bidder addressing to GM /Enterprise Business /RailTel and Second in favour of RailTel addressing BoB.	Letter of undertaking from the OEM as per Annexure 10 in the BoB RFP needs to be submitted.	
(xi)	OEM Credentials	letter from OEM regarding the unconditional acceptance of terms and condition related to support for their products during warranty and subsequent AMC period if Bidder fails to do so.	Unconditional acceptance Letter from OEM	
(xii)	OEM Credentials	Bidder must ensure that the equipment to be supplied will not be End of Life in next 3 year and End of Support in next 7 years. In case proposed product goes end of life during contract period, then vendor will provide devices of equivalent or higher configuration approved by the Bank.	Letter of undertaking from the OEM.	
(xiii)	OEM Credentials	As per BoB Tender Bidder Must have the highest / equivalent level partnership with OEM for proposed Solution/equipment for the past three years (from RFP date)	Certificate from OEM to be submitted stating partnership with RailTel in this regard.	
(xiv)	OEM Credentials	e proposed SD WAN solution and appliances of Branch/DC/DR quoted i.e. should be compatible with other OEM devices (e.g. Switches)	Letter of undertaking from the bidder and OEM.	
(xv)	Bidder Undertaking	Bidder must ensure that all the equipment supplied of same / similar family to be supplied from	Letter of undertaking	

S No.	Parameter	Eligibility Criteria	Supporting Documents to be Submitted	Compliance (Y/N)
		same OEM (i.e. The entire device quantity should be from one OEM)	from the bidder	
(xvi)	OEM Credentials	OEM should have received ISO 9001:2008 & 14001:2004 certifications for manufacturing facility from where the equipment will originate.	Copies of relevant Certificates	
(xvii)	Bidder Undertaking	The Bidder to provide an undertaking on his letter head that all the functional and technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted for SDWAN Solution which include Hardware, Software & License	Letter of confirmation from Bidder.	
(xviii)	Bidder Undertaking	The Bidder to provide an undertaking on his letter head that the BOM is Complete in all manner as Offered in SDWAN Solution which include Hardware, Software & License.	Letter of confirmation from Bidder.	
D)	Annexures			
(i)	Annexure-I	Covering Letter	Duly filled and signed by the authorized signatory	
(ii)	Annexure -II	The Bidder should agree to abide by all the technical/commercial/financial, conditions of Bank of Baroda (BoB) RFP ref No. BCC:IT:PROC:113:42 pertaining to the portion against which the bidder has quoted in this EOI. Bidder is also required to abide by all technical/ commercial/ financial condition of this EOI.	Self-certification duly signed by authorized signatory on company letter head.	
(iii)	Annexure- III	Undertaking for not Being Blacklisted/Debarred. The Bidder should not have been blacklisted/debarred by any Governmental/Non-Governmental Organization in India as on bid submission date.	An undertaking signed by the Authorized Signatory of the company to be provided on Non – judicial stamp paper of INR 100/- and document duly attested by	

S No.	Parameter	Eligibility Criteria	Supporting Documents to be Submitted	Compliance (Y/N)
			notary public. For The Bidder should not have been blacklisted/debarred by any Governmental/Non-Governmental Organization in India as on bid submission date.	
(iv)		The MSP-BOB should comply with all OEM compliances and documentation required end to end as per Bank of Baroda (BoB) RFP ref No. BCC:IT:PROC:113:42 requirements.	The MSP-BOB should comply with all OEM compliances and documentation required end to end as per Bank of Baroda (BoB) RFP ref No. BCC:IT:PROC:113:42 requirements.	
(v)		The MSP-BOB needs to submit the arrangement of OEMs against each of the BOQ item quoted as mentioned in this EOI .	The MSP-BOB needs to submit the arrangement of OEMs against each of the BOQ item quoted as mentioned in this EOI .	
(vi)	Annexure -IV :	Undertaking duly signed by authorized signatory on company letter head, that they will setup a local office in India within 1 month from the date of execution of the contract, if awarded by RailTel after being successful in Bank of Baroda (BoB) RFP ref No. BCC:IT:PROC:113:42	Undertaking duly signed by authorized signatory on company letter head, that they will setup a local office in India within 1 month from the date of execution of the contract, if awarded by RailTel after being successful	

S No.	Parameter	Eligibility Criteria	Supporting Documents to be Submitted	Compliance (Y/N)
			in Bank of Baroda (BoB) RFP ref No. BCC:IT:PROC: 113:42	
(vii)	Annexure-V	Comply with PMA order 2017, guidelines notified by DPIIT and DoT and to submit Affidavit of Self Certificate signed by authorised signatory as per the format provided as per Annexure-V	Comply with PMA order 2017, guidelines notified by DPIIT and DoT and to submit Affidavit of Self Certificate signed by authorised signatory as per the format provided as per Annexure-V.	
(viii)	Annexure-VI	Self-certification duly signed by authorized signatory on company letter head that they will sign MOU/Agreement, Non-Disclosure Agreement on a non-judicial stamp paper of Rs. 100/- in the prescribed Format. The selected bidder shall have to sign MOU/ agreement, Pre-Contract Integrity Pact & non-disclosure agreements with RailTel.	Self-certification duly signed by authorized signatory on company letter head that they will sign MOU/Agreement, Non-Disclosure Agreement on a non-judicial stamp paper of Rs. 100/- in the prescribed Format. The selected bidder shall have to sign MOU/ agreement, Pre-Contract Integrity Pact & non-disclosure agreements with RailTel.	
(ix)	Power of Attorney	Power of Attorney/Board Resolution in favour of one of its employees who will sign the Bid Documents (also digitally).	Power of Attorney/Board Resolution in favour of one of its employees who will sign the	

S No.	Parameter	Eligibility Criteria	Supporting Documents to be Submitted	Compliance (Y/N)
			Bid Documents (also digitally).	

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

For On-going projects, proof of satisfactory laying/ part completion certificate for the desired quantity issued & signed by the competent authority of the client entity along with the supporting documents such as work order/purchase order clearly highlighting the scope of work, bill of material and value of the contract/ order.

6. Bidder's profile

The bidder shall provide the information in the below table:

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

7. Schedule of Rates (SOR)

Following Two

8. Evaluation Criteria

8.1 The **MSP-BoB** who fulfills the Eligibility criteria shall be further evaluated against the criteria mentioned in Annexure-A as applicable.

8.2 RailTel reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants.

8.3

The RailTel evaluation committee will determine whether the proposal/information are complete in all respects and the decision of the evaluation committee shall be final.

9 Payment terms

9.1 All payments shall be paid on back to back basis. RailTel shall make payment to selected **MSP-BoB** after receiving payment from Customer as per the Payment terms defined in the BoB tender. In case of any penalty or deduction made by customer, same shall be passed on to partner if attributed to the **MSP-BoB** portion of Scope.

9.2 For payment terms of BoB, bidders are advised to go the respective section of **Bank of Baroda (BoB) RFP ref No. BCC:IT:PROC:113:42** and all it's associated corrigendum/ addendum/clarifications.

10 SLA

The selected bidder will be required to adhere to the SLA matrix as defined in **Bank of Baroda (BoB) RFP ref No. BCC:IT:PROC:113:42** for his scope of work and the SLA breach penalty will be applicable proportionately on the selected bidder, as specified in the **Tender**. The SLA scoring and penalty deduction mechanism for in-scope of work area shall be **followed as specified in the BoB Tender**. Refer to For payment terms of BoB, bidders are advised to go the respective section of **Bank of Baroda (BoB) RFP ref No. BCC:IT:PROC:113:42** and all it's associated corrigendum/ addendum/clarifications. Any deduction by Customer from RailTel payments on account of SLA breach which is attributable to Partner will be passed on to the Partner proportionately based on the its scope of work.

Annexure-A: Evaluation Process

- (i) Evaluation will be done in similar formula as defined in BoB Tender.
- (ii) Priority, if any, for selection of Managed Service partner will be provided as per RailTel's Business Associates policy and Agreed terms of Empanelment LOI/Agreement All the bidders who fulfils the minimum eligibility conditions of this EOI shall be further evaluated on the price quoted and the selection of partner will be done on L1 (Lowest bid) basis.
- (iii) The evaluation shall be inclusive of quoted GST rates and bidder will be under obligation for quoting/charging correct rate of tax as prescribed under the respective Tax Laws. The applicable GST as per estimate is 18%.
- (iv) The bidders are required to quote as per the BoQ attached in the tender and upload the same.
- (v) Blank or omitted items will be considered 'Nil' and treated as having Zero value. However, bidder is bound to provide all items as per the BoQ as per the terms and conditions of this EOI and BoB tender, without any extra cost to RailTel.
- (vi) ITC would be admissible.

Annexure I: 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 II: Format for Self Certificate & Undertaking

Self Certificate (To be on company letter head)

EoI Reference No:

Date:

To,

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

Dear Sir,

Sub: Self Certificate for Tender, Technical & other compliances

- 1) Having examined the various Technical specifications in the EOI, we hereby confirm that we meet all specification.
- 2) We _____ agree to abide by all the technical, commercial & financial conditions of the **Bank of Baroda (BoB) RFP ref No. BCC:IT:PROC:113:42** pertaining to the portion against which the we have quoted in this EOI on back to back basis. We understand and agree that RailTel shall release the payment to selected partner after the receipt of corresponding payment from end client **BoB** by RailTel. Further we understand that in case selected partner fails to execute assigned portion of work, then the same shall be executed by RailTel through third party or departmentally at the risk and cost of selected partner.
- 3) We agree to abide by all the technical, commercial & financial conditions of the **Bank of Baroda (BoB) RFP ref No. BCC:IT:PROC:113:42** pertaining to the portion against which the bidder has quoted in this EOI on back to back basis.
- 4) We hereby agree to comply with all OEM technical & Financial documentation including MAF, Technical certificates/others as per end to end requirement mentioned in **Bank of Baroda (BoB) RFP ref No. BCC:IT:PROC:113:42** pertaining to the portion against which the bidder has quoted in this EOI . We are hereby enclosing the arrangement of OEMs against each of the BOQ item quoted as mentioned **Bank of Baroda (BoB) RFP ref No. BCC:IT:PROC:113:42** pertaining to the portion against which the bidder has quoted in this EOI .
- 5) We hereby undertake to work with RailTel as per BoB tender terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Eligibility Criteria as required in the BoB terms and conditions like technical certificates, OEM compliance documents.

Authorized Signatory
Name & Designation

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

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

Undertaking for not Being Blacklisted/Debarred

To,

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

Subject: **Undertaking for not Being Blacklisted/Debarred**

We, Company Name, having its registered office at Address

hereby declares that that the Company has not been blacklisted/debarred by any
Governmental/ Non-Governmental organization in India as on bid submission date.

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Bidder's Company Seal:

Annexure-IV: Undertaking for setting up the Local Office in India

<To be printed on the company letter head>

To,

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

Dear Sir,

Sub: Declaration for setting up a local office in ABCDEFXX

I, **<Name>**, **<Designation>** authorized representative of **<Name of the Bidder>**, hereby solemnly confirm that the Company has registered office in **<Address>**. I hereby declare that we do not have local office in India. However, we agree to set up a local office in the state of ABCDEFXX in the event of being declared the successful bidder within 1 month from the Date of execution of the contract.

In the event of not setting up a local office within 1 month, RailTel Corporation of India Ltd. reserves the right to terminate the Contract without any compensation to the Company.

Thanking you,

Yours faithfully,

Sign of Authorized Signatory

Name and Designation of
Authorized Signatory

Company Seal

Place:

Date:

Annexure-V: Self Certification on PMA

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

Date:

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

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

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

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

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

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

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

1. Name and details of domestic Manufacturer (Registered office, Manufacturing unit location, nature of legal entity)
2. Date on which this certificate issued
3. Electronic Product for which the certificate is produced
4. Procuring agency to whom the certificate is furnished

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

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

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

Name

Designation

Contact No.

Annexure-VI: 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 (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 two suitable instructions and/or get two suitable written undertakings or agreements executed to bind 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 be either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise

or enforcement of any right, remedy or power preclude any further exercise or enforcement of any right, remedy or power preclude any single or partial exercise or enforcement thereof or the exercise or enforcement of any of any other right, remedy or power.

16. Each Party acknowledges that the other Party makes no representation or warranty as to the accuracy or completeness of any of the Information furnished by or on its behalf. Only those representations and warranties which are made in a final definitive agreement relating to the purpose of the disclosure of the Information will have legal effect.

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

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

The parties acknowledge that:

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

17. This agreement will be governed by the laws of India and jurisdiction shall be exclusively vested in the courts at New Delhi, India only.

18. If any matter arises between the parties about this agreement then the parties shall meet to discuss the matter and shall negotiate in good faith to endeavour to resolve the matter arising the matter however.

a. If any matter arising has not been resolved by the parties within thirty (30) days after the date the party raising the matter gave notice of it to the other party: then

b. the matter shall be submitted by either party to Arbitration. Arbitration shall be held in New Delhi, India. The arbitration shall be conducted as per the provisions of Indian Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof.

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

To Company: Mr/Ms

To RAILTEL:
Attn: Mr. J. S. Marwah
**RailTel Corporation of India
Limited**, Plat-A, 6th Floor, Office
Block Tower-2, East Kidwai Nagar,
New Delhi- 110023

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

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

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

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

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

For

For **RailTel Corporation of India Ltd.**

Sign:

Sign:

Name:

Name: **J. S. Marwah**

Title:

Title: **JGM/ Law & CS**

Annexure-VII: Bid Security Declaration

Format for Bid Security Declaration (On Non-judicial stamp paper of Rs. 100/-)

Whereas, I/We _____ (Name of Agency) has submitted bid for _____ (Name of Work and Tender No.) and whereas Earnest Money Deposit is being exempted in the aforesaid tender to give relief to the bidders as per Govt. of India guidelines due to severe financial crunch on account of slowdown in the economy due to the pandemic,

I/We hereby submit the following “Bid Security Declaration” in lieu of exemption from submitting Earnest Money Deposit :-

1) If I/We withdraw or modify my/our bid during the bid validity period (including extended validity of tender) specified in the tender documents;

Or

2) If, after the award of work, I/We fail to accept LOA/LOI, or to sign the contract agreement or fail to submit performance guarantee or fail to commence the work within stipulated time period prescribed in tender documents;

Or

3) If I/We furnish any incorrect or false statement / information/ document;

Or

4) If I/We hide any relevant information or do not disclose any material fact in the tender;

Or

5) If I/We commit any breach of integrity Pact;

I/We may be disqualified and banned for a period of three years and shall not be eligible to bid for future tenders in RailTel Corporation of India Ltd. for the period of three years from date of issue of such orders.

(Signed by the Authorized Representative of Firm).

Name of Authorized Representative

Name of Firm

Date

