

**NOTICE INVITING EXPRESSION OF INTEREST**

**EOI NO. RCIL/SR/ERS/2025-26/EOI/04 DTD. 23-06-2025**

**Expression of Interest (EOI) For**

**“Installation, commissioning, testing & maintenance of routing device in the complete link for three years”**



Issued by:

**RailTel Corporation of India Ltd**

*(A Nava-Ratna PSU under Ministry of Railways)*

*Kerala Territory Southern Region,*

*1<sup>st</sup> Floor Eastern Entry Tower Ernakulam Junction*

*Railway Station Ernakulam, 682016*

### **Disclaimer**

RailTel Corporation of India Ltd. (herein after called the RailTel) has prepared this Expression of Interest (EOI) document solely to assist prospective bidders in making their decision of whether bid or not to bid.

While the RailTel has taken due care in the preparation of information contained herein and believes it to be accurate, neither the RailTel or any of its Authorities or Agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. This information is not intended to be exhaustive and interested parties are required to make their own inquiries and do site visits that it may require in order to submit the EOI. The information is provided on the basis that it is non-binding on RailTel, any of its authorities or agencies or any of their respective officers, employees, agents or advisors. The RailTel reserves the right not to proceed with the bidding/EOI process at any stage without assigning any reasons thereof, or to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the EOI further with any party submitting an EOI. No reimbursement of cost of any type will be paid to persons or entities submitting the EOI

**EOI NOTICE**

RailTel Corporation of India Limited,  
Kerala Territory Office, 1<sup>st</sup> Floor,  
Eastern Entry Tower,  
Ernakulam South Railway Station,  
Ernakulam-682016

**EOI NO. RCIL/SR/ERS/2025-26/EOI/04 DTD. 23-06-2025**

**RailTel Corporation of India Ltd., (here after referred to as “RailTel”) invites EOIs for Selection of Partner Request for “Installation, commissioning, testing & maintenance of routing device in the complete link for three years” from RailTel Empanelled Business Associates for exclusive TEAMING ARRANGEMENT for the following “Setting up Security Operations Centre (SOC) as part of LPCS Data Centre under RDSS Scheme”**

**KEY INFORMATION**

Closing date for Submission of e-Bids	25-06-2025 at 15:30 Hours
Date of opening of E-Bids	25-06-2025 at 16:00 Hours
EMD at the time of submission of bid	Rs.68,000/-
Bid Validity Period	180 days
e-Eol portal for Submission of Bids	<a href="https://railtel.eNivida.com">https://railtel.eNivida.com</a>
Cost of Eol Document	Nil
Place of Opening of Eol	Online RailTel Corporation of India Limited, Kerala Territory Office, 1 <sup>st</sup> Floor, Eastern Entry Tower, Ernakulam South Railway Station, Ernakulam-682016

**Note:**

RailTel reserves the right to change the above dates at its discretion. Bids received after due date and time will be summarily rejected.

Eol Notice and link for Eol Document are available on RailTel’s website and e-Eol portal <https://railtel.eNivida.com> for download. For online bid submission the bidder will have to necessarily download an official online copy of the Eol documents from e-Nivida Portal. All future Information viz. corrigendum/addendum/ amendments etc. for this Eol shall be posted on the RailTel’s website and e-Eol Portal only. Printed copy of Eol document will not be sold from RailTel office. Bid will be submitted online on e-Nivida Portal only.

Sd/- (JGM/TERRITORY MANAGER)

**Earnest Money Deposit (EMD)**

- 1) **EMD payable:** To be submitted by the selected BA shall be submitted in the form of Bank Guarantee/Online Bank Transfer/Fixed Deposit as Total EMD, including the EMD submitted.
- 2) EMD Rs **68,000/-** is to be submitted at the time of submission of EOI in the form of RTGS/Bank Guarantee/Fixed Deposit.
- 3) **Validity of the EMD:** The EMD shall be valid till the finalization of end customer RFP/Tender i.e. award of order and till submission of Performance Guarantee of requisite value with due regards to the validity of the offer.

**Bids without EMD will be summarily rejected.**

The EMD should be in the favour of RailTel Corporation of India Limited payable at Secunderabad through online bank transfer. The Partner needs to share the online payment transfer details like UTR No. date and Bank along with the proposal.

RailTel Bank Details for Submission of EMD / PBG :

Union Bank of India, **Account no. 327301010373007**, **IFSC Code: UBIN0805050**.

Demand Draft shall be submitted in Favor of RailTel Corporation of India Limited payable at Secunderabad.

EMD will be forfeited in case of non-submission of remaining EMD and PBG in time. EMD of unsuccessful Bidders will be refunded by RailTel on finalizing the EOI.

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

**Contact Details for this EOI:**

Level: 1 Contact: Shri. Suvin Varghese, DM/Marketing/Ernakulam

Email: [suvinvarghese@railtelindia.com](mailto:suvinvarghese@railtelindia.com) Contact: +91-8075285582

Level: 2 Contact: Shri. M Pazhanivelan, JGM/Ernakulam

Email: [pazhani@railtelindia.com](mailto:pazhani@railtelindia.com) Contact: +91-90031 44207

**Note to Bidders:**

1. The response to EOI is invited from **Eligible Empanelled Partners of RailTel only.**
2. All the document must be submitted with proper indexing and page nos.
3. This is an exclusive pre-RFP partnership arrangement with empanelled business associate of RailTel for participating in the end customer RFP. Selected partner's authorized signatory has to give an undertaking that they will not submit directly or indirectly their bids and techno- commercial solution/association with any other Organization once selected through this EOI for pre- bid teaming arrangement (before and after submission of bid to prospective customer Organization by RailTel). **This undertaking has to be given with this EOI Response.**
4. Transfer and Sub-letting: The Business Associate has no right to give, bargain, sell, assign or sublet or otherwise dispose-off the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
5. Bidder has to agree to comply with all OEM technical & financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP as applicable and further issued corrigendum's as mentioned below:

**Detail regarding END CUSTOMER Tender for reference:**

<b>End customer Tender Ref. No.</b>	<b>LPSC/LVF/LP202500016401</b>
<b>Tender ID</b>	<b>LPSC/LVF/LP202500016401</b>
<b>Date of floating by End customer</b>	<b>14-02-2025</b>
<b>Closing time &amp; date</b>	<b>24-02-2025 at 14:35 hrs</b>
<b>Floated on portal</b>	<b>LPSC Portal</b> <b>(<a href="https://www.lpsc.gov.in/">https://www.lpsc.gov.in/</a>)</b>
<b>DISCLOSED PROJECT COST</b>	<b>Rs. 67,95,764</b>

6. Bidder also shall undertake to submit MAF of major items of the proposed solution and other documents required in the end Customer Organization's tender in favour of RailTel against the proposed products. The selected BA has to provide MAF from the OEM in the name of RailTel for bidding in the concerned tender of LPCS, if their proposed solution is quoted to the customer as applicable and required.
7. The selected bidder will have to accept all Terms & Conditions of LPCS RFP on back-to- back basis, wherever applicable.
8. Any corrigendum(s) issued by LPCS against pertinent tender/RFP shall be the part and scope of this EOI document on back-to-back basis and the BA's shall be on the lookout of corrigendum's issued from time to time by RCIL & LPCS, in the interest of their own Bid.
9. No exemption/relaxation is applicable to MSME/Start-ups.

10. Only, the eligibility clause/criteria and marks scoring criteria for SI/BA (Prospective BA/SI) as mentioned in LPCS's RFP is not applicable on the Bidder/BA applying against this EOI. Rest all Terms & Conditions of RFP floated for pertinent tender will be complied by SI/BA/Bidders.
11. However, OEM considered by SI/BA for this project have to mandatorily comply all the eligibility & technical criteria/compliance on back-to-back basis in line with end customer RFP and corrigendum(s) issued thereof.
- 12. Please refer LPCS RFP Payment terms as this will remain applicable on back-to-back basis on Successful bidders. Payment shall be made only after actual receipt of payment from LPCS on submission of required documents.**
13. Bidder may check the price/commercial bid as per BOQ and match the same with FORMATS FOR SUBMISSION OF THE COMMERCIAL BID of LPCS RFP and if found any discrepancy, may be brought to the notice of RCIL immediately and may modify their financial bid format as per LPCS RFP financial bid document.
14. This is a customer centric bid on back-to-back basis and therefore the benefits of MSME shall not be applicable on this EOI & Work Order.

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# 1 About RailTel

RailTel Corporation of India Ltd (RailTel) is one of the largest neutral telecom infrastructure providers in the country owning a Pan-India Optic fibre network on exclusive Right of Way (ROW) along Railway track. The OFC network presently reaches to over 4500 towns & cities of the country including several rural areas. With its Pan India high-capacity network, RailTel is working towards creating a knowledge society at various fronts. The portfolio of services provided by RailTel includes Data Centre & DR services, Tele-presence as a service, NLD services, IP-1 services, Internet and Broadband services on a pan-India basis.

Equipped with an ISO 9001, 20000-1:2011 & 27000 certification, RailTel offers a wide gamut of managed telecom services to Indian Telecom market including Managed lease lines, Tower co location, MPLS based IP-VPN, Internet, Data Centre services, NGN based voice carriage services to Telecom Operators, Dark fibre leasing to MSOs/LCOs. The major customer segment for RailTel comprises of Enterprises, Banks, Government Institutions/Department, Educational Institutions/Universities, Telecom Service Providers, Internet Service Providers, MSOs, etc. RailTel being a “Nav Ratna (Category-I)” PSU is steaming ahead in the enterprise segment with the launch of various services coupled with capacity augmentation in its Core network.

The main Project of RailTel/ERS Territory on hand are KFON, KSWAN, Wi-Fi service at Kerala Govt. Secretariat, E health Mission, IOCL, VSS Project etc.

(Please visit [railtelindia.com](http://railtelindia.com) for more insight)

# 2 Background of EOI

RailTel Corporation of India Ltd (hereafter referred to as ‘RailTel’) an ICT arm of Indian Railways has been in the forefront of building innovative platforms and solutions and vision to build range of Information and Communication Technology (ICT) Services for its customers.

In this context, RailTel won the tender for the RFP floated by LIQUID PROPULSION SYSTEMS CENTRE, VALIAMALA (LPSC) THIRUVANANTHAPURAM as above (hereafter referred to as ‘LPCS’) and accordingly seeks to select a suitable partner for pre-bid arrangement through this EOI for the work of “Installation, commissioning, testing & maintenance of routing device in the complete link for three years”

Bidder has to agree to comply with all OEM technical & financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP. Bidder also shall undertake to submit MAF of major items of the proposed solution and other documents required in the end Customer Organization tender in favour of RailTel against the proposed products. The selected BA has to provide MAF from the OEM in the name of RailTel for bidding in the concerned tender of LPCS, if their proposed solution is quoted to the customer, wherever applicable.

The details of tender are as below:

**Tender Title: Request for Proposal (RFP) for "Installation, commissioning, testing & maintenance of routing device in the complete link for three years"**

**Ref. No.: LPSC/LVF/LP202500016401 dated 14-02-2025; latest amendment/ Corrigendum / clarifications. Floated on LPSC Portal (<https://www.lpsc.gov.in/>)**

#### Method of Quoting

System Integrator (SI)/BA shall quote for single OEM/ make and model for each item description, subject to the confirmation of the given specification equivalence. The make and model shall be clearly mentioned in the proposal. However the subsistence/subcomponents offered shall be compatible with inter-operability to the main system, if different makes/models offered. Deviation to be this will not be accepted/shall be summarily rejected, Wherever applicable.

### 3 Scope of Work & Partner Selection

The scope of work will be as mentioned in the pertinent end Customer organization RFP/Tender for **"Installation, commissioning, testing & maintenance of routing device in the complete link for three years"** on the website (<https://www.lpsc.gov.in/>) with all latest amendment/Corrigendum/ clarifications. All materials that propose to use with the work shall be approved by the Employer / Engineer-in-charge. The scope of work is subject to addition / deletion by the Employer.

To provide 100 Mbps Internet leased line (ILL) connectivity on uncompressed, unshared leased line (Optical Fiber Cable) (1:1) for LPSC, Valiamala Campus on rental basis with last mile connectivity.

The Scope of work includes Installation, commissioning, testing & maintenance of the complete link for three years for routing devices configured in redundant mode (with 2 devices) from the date of installation as per LPSC requirements.

#### Bill of Materials:

SI No	SKU	Description	Qty
1	FG-900G	4x 25G SFP28 slots, 4 x 10GE SFP+ slots, 17 x GE RJ45 ports (including 1 x MGMT port, 16 x switch ports), 1 X 2.5G HA port, 8 x GE SFP slots, SPU NP7 and CP9 hardware accelerated, dual AC PSU.	2

2	FN-TRAN-LX	1 GE SFP transceiver module, long range 10km, LC connector, SMF, 1310nm, -40°C to 85°C, for systems with SFP/SFP+ slots	12	
3	FN-TRAN-SFP+LR	10 GE SFP+ transceiver module, long range 10km, LC connector, SMF, 1310nm, 0°C to 85°C, for systems with SFP+ slots	12	
4	FC-10-FG9H0-247-02-36	FortiCare Premium Support	2	
5	FC-10-FG9H0-159-02-36	FortiGuard OT Security Service (OT dashboards and compliance reports, OT application and service detection, OT vulnerability correlation, OT virtual patching, OT signatures - Application Control and IPS rules)	2	
			<b>GRAND TOTAL PROJECT COST</b>	<b>Rs. 67,95,764</b>

### 3.1 Warranty & AMC

The warranty would be valid for the performance of products, service and application as applicable in the **LPCS RFP on Back to Back basis for 3 years On-site OEM comprehensive warranty.**

### 3.2 Warrant Support

This shall be applicable as per RFP/Tender terms and conditions of End customer, unless otherwise specified.

### 3.3 Quality of Service, Service Level Agreement and penalty

This shall be applicable as per RFP/Tender terms and conditions of End customer, unless otherwise specified.

#### Liquidated Damages

If the Supplier fails to deliver the item within the time specified in the Order or any extension thereof, LPSC shall recover from the Supplier as liquidated damages a sum of one-half of one percent (0.5 percent) (0.5%) of the ordered price of the un-delivered item for each calendar week of delay. The total liquidated' damages shall not exceed ten percent (10%) of the Order price of the item or items so delayed.

### 3.4 Purpose of EOI

Detailed as above

3.5 Solution provider/BA need to implement and manage the Entire system and oversee the overall functioning of the organization's network infrastructure, including planning, design, implementation, and maintenance with failure free environment and without any downtime in operations of LPCS. **SLA shall be applied as per LPCS's tender document and corrigendum released, if any on back-to-back basis.**

3.6 Bidder may submit their response in the prescribed form of duly signed and stamped for techno commercial bid through Online mode vide email sent to <https://railtel.eNivida.com> , within the stipulated date and time, as mentioned in this EOI document. The Bidder shall accompany necessary documents as prescribed in the Eoi.

3.7 Partners may note that this is a single stage, single Packet Bid Interested

**3.8.** Only those bids shall be opened, which have been submitted within the stipulated time as mentioned in this EOI document with required credentials and EMD.

**3.9. Technical Bid contains following:-**

#### Eligibility Criteria

S.N	Type	Description	Document Required
1	Existence / Origin	The company must be registered in India.	Incorporation/registration Certificate along with Memorandum & Articles of Association
2	General	The company must have: I. Valid PAN card. II. Been registered with GST.	I. Copy of PAN Card. II. Copy of GST registration certificate.
3	General	The company should not be blacklisted by any Government institution/ Government PSU	Self-declaration, in case this is discovered to be otherwise, the bidder will be declared ineligible at any stage of the tender.
4	Net worth	Bidder must have a positive net worth in 3 FY	Audited Balance Sheet & CA Certificate .
6	Empanelment	Bidder must be empanelled RailTel as Business associate.	i) Copy of Empanelment letter or application details for BA with RCIL
7	General	The bidder should have technically qualified Service engineers in Kerala.	Proof of technically qualified Service engineer in Kerala
8	General	The Bidder must have local office at Kerala	Proof of Local office in Kerala

Note:

- If any of the Bids is found to be incomplete, it will be liable for rejection.
- Bidder is to fill the above annexure and indicate the page numbers of the supporting document in the Proof while submitting response to the eligibility criteria.
- Relevant portions, in the documents submitted in pursuance of eligibility criterion mentioned above, shall be highlighted.
- Bidders must ensure that all required documents have been uploaded/submitted along with the bid to justify his/her eligibility.
- Bidder should be an authorized partner/seller of all the proposed solutions/products and should provide Manufacturer Authorization in the template provided in the RFP.

**Price quote in the attached format (Annexure 8).**

- i. Compliance of OEM/Vendors with their MAF's and all mandatory documents asked by LPCS from OEM/Vendors.
  - ii. Unconditional Acceptance of contents the Tender document of LPCS and any Other/General Document of LPCS Tender RFP along with corrigendum and addendum.
  - iii. Acceptance Letter of Eol
  - iv. Annexure Formats as mentioned in this EOI.
  - v. All documents mentioned in checklist and annexures of this EOI
  - vi. The BA agrees to undertake Warranty, Maintenance contract for a minimum **period as per LPCS**. Undertaking in this regard is to be submitted along with the technical bid.
  - vii. **Contract Period Undertaking** – As per pertinent tender floated by LPCS Request for Proposal (RFP) for “Installation, commissioning, testing & maintenance of routing device in the complete link for three years”
  - viii. The bid should be duly signed and submitted by Authorized Signatory. The bidder has to submit notarized of non-judicial stamp paper of appropriate value Power of Attorney having authorized signatory's nomination along with board resolution in favour of power of attorney.
  - ix. The bidder has to mandatorily submit notarized Annexure-11 on non-judicial stamp paper of requisite value of Rs. 200, else bid shall be summarily rejected.
- 3.10.** Prospective bidder's bid evaluation will be done based on above mentioned documents. Bids of those Bidders who submit Technical Documents without OEM/Vendor Name, Make and Model, technical Compliance, and unconditional acceptance of the LPCS hard Copies, will be summarily rejected.
- 3.11.** further complying technical requirement with supporting documents of OEM/Vendor MAF, datasheets, BOQ/BOM (wherever applicable) may be treated as technically qualified partner for Stage-1.
- 3.12.** Bidders selected as per Para 3.11 above will be treated as eligible for financial bid opening.

**3.13 Financial Bid:**

The Annexure 8 of for financial quote to be submitted for evaluation

**3.14 Selection of Bidder:** as per outcome of Clause 3.9 above

The bidder will be selected on the **lowest quote (L-1)** basis for complete 'Scope of Work' as mentioned in the EOI document and Physical documents of technical specifications of CIAL, subject to the respective overall bid is in compliance to the requirements of this EOI. The partner selected will be termed as 'Commercially Suitable Partner (hereafter referred to as 'CSP')'. It is ascertained, that the final selection of CSP will be on the L-1 basis only. Further, RailTel reserves the right to have negotiation with the CSP if required. However, RailTel reserves the right to select any Bidder irrespective of the ranking in the Bid list without assigning any reasons.

- 3.15** The partner selected through this EOI shall be deemed to be responsible for delivering of complete 'Scope of Work' as mentioned in the LPCS tender document and subsequent corrigendum. However, RailTel at its discern, may take- up a certain portion / percentage of 'Scope of Work' by communicating to the CSP at any point of time during the engagement period. (The day at which 'CSP' is declared, will mark the start of engagement period. The period will be valid till final outcome of this tender as announced by LPCS. In case, RailTel comes out to be winner of the LPCS tender, then the engagement period will get auto-extended to the period RailTel serves LPCS for the concerned tender, unless terminated earlier by RailTel as per terms and conditions mentioned in this Eol document). In this scenario, commercial engagement with the CSP will be for that portion / percentage only,

which has not been taken by RailTel. Accordingly, resultant value of work will be derived on the basis of negotiated (in case) commercial bid of the CSP.

**3.16 RailTel** on the basis of inputs / factors available to it from various resources, past experiences of its ICT projects and on the basis of negotiated (in case) commercial bid of the CSP, will endeavour to place best techno-commercial bid in response to the pertinent LPCS tender. Further relationship with CSP will be based on the outcome pertinent LPCS tender.

## 4 General Requirements and Eligibility Criteria for Bidders

- 4.1. The interested bidder should be an Empaneled Partner/ In process of Empanelment with RailTel on the last date of bid submission of EOI & has to provide relevant documents to qualify as per relevant Clause of this EOI.
- 4.2. The interested bidder should submit Earnest Money Deposit (EMD) if applicable, in the format as mentioned in this EOI document along with the bid.
- 4.3. The interested bidder should be in compliance to insertion of Rule 144(xi) in the GFR, 2017 vide office OM no. 6/18/2019-PPD dated 23-July-2020 issued by Ministry of Finance, Government of India, including revisions.
- 4.4. The interested bidder should submit an undertaking for maintaining of 'Local Content Compliance' and shall submit a certificate mentioning the 'Local Content Percentage' duly signed and stamped by statutory auditor or cost auditor or authorized signatory of the interested partner. This will not be a binding clause in cases where end customer has not asked Local Content Clause/Make in India Clause in their Current RFP.
- 4.5 The bidder has to mandatorily provide all Annexures of this Eoi and corrigendum(s) thereof.**
- 4.6. The interested bidder should not be backlisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body on the last date of submission of EOI.
- 4.7. There should not be any ongoing or past, arbitration case(s) between 'RailTel or Organizations under Indian Railways' and 'Interested Bidder' on the last date of submission of EOI.
- 4.8. The interested bidder shall not have a conflict of interest with one or more bidding parties. Participation of interested bidder(s) with a conflict-of-interest situation will result in the disqualification of all bids in which it is involved. A bidder may be in a conflict of interest with one or more parties if including but not limited to:
  - a. Have controlling shareholders as his/her family members viz. spouse, son, daughter, father, mother or brother etc. in common or;
  - b. Have a relationship with each other directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another interested partner.
- 4.9. The interested bidder should not be seeking/extending/exploring similar arrangements /engagements with any other organization except RailTel, for the LPCS tender.
- 4.10. The interested partner should have a valid Goods and Service Tax Identification Number (GSTIN), as on the last date of submission of EOI.
- 4.11. In addition to above clauses, bid of interested bidder should be in compliance to terms and conditions and technical requirements of the pertinent LPCS tender as referred above.

**Note:** The interested bidder should submit duly signed and stamped EOI cover letter as per the format mentioned at Annexure-02 of this EOI document, as unconditional submission of meeting the clauses mentioned above, from **Clause 4.1. to Clause 4.11**

## 5 Resources to be Deployed

- i. The bidder shall carry out all necessary activities during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.
- ii. Adequate training, required to carry out the activities mentioned in the scope of work above, shall be provided by Bidder to all deployed resources.
- iii. Boarding, lodging, transportation, and all other expenses of the deployed resources are to be borne by bidder,
- iv. The Authority shall be at liberty to object to and require the bidder to remove from the works any person who in his opinion misconducts himself or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Authority to be undesirable. Such person shall not be employed again at works site without the written permission of the Authority and the persons so removed shall be replaced with in a week's time by competent substitutes.
- v. The Authority has agreement with the bidder only, it is the responsibility of the bidder to ensure all due diligence is carried out for background verification of resources deployed. And in any case, the Authority will not be responsible for the violation of due diligence or offence committed by the bidder or any of its resources.

## 6 Proposal Preparation and Submission Cost

- 6.1. The interested partner is responsible for all costs incurred in connection with participation in this EOI process, including, but not limited to, cost incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by RailTel to facilitate the evaluation process or all such activities related to the bid process. RailTel will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. This EOI document does not commit to award a contract or to engage in negotiations.

## 7 Amendment to EOI Document

- 7.1. At any time prior to the deadline for submission of bids, RailTel, may, for any reason can modify the EOI document by an amendment. All the amendments made in the document would be informed by displaying on RailTel's ([www.railtelindia.com](http://www.railtelindia.com)) website only. The interested bidders are advised to visit the RailTel website on regular basis for checking necessary updates. RailTel also reserves the rights to amend the dates mentioned in this EOI for bid process. RailTel may, at its discretion, extend the last date for receipt of EOI response Individual advices in this connection is not treated as mandatory.

## 8 Bid, PBG and SD Validity Period

- 8.1. Bid of Interested partners shall remain valid for the period of 180 days from the date of opening the price bid.
- 8.2. RailTel may request for an extension of the period of validity. The validity of the 'EMD', should also be suitably extended if called upon to do so by RailTel. The request and the responses thereto shall be made in writing through e-mail communication only. Further, whenever the bid validity extension is submitted by the interested



partner, it should be ensured by interested partner that their PBG (Performance bank Guarantee) and Security Deposit (SD) related to the empanelment should have minimum validity of 180 days from the last date of extended completion period.

## 9 Right to Terminate the Process

- 9.1. RailTel may terminate the EOI process at any time without assigning any reason. RailTel makes no commitments, express or implied, that this process will result in a business transaction with anyone. This EOI does not constitute an offer by RailTel. The interested bidder's participation in this process may result in RailTel selecting the CSP to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by RailTel to execute a contract or to continue negotiations. RailTel may terminate negotiations at any time without assigning any reason.

## 10 Language of Bid

- 10.1. The bid prepared by the interested partner and all correspondence and documents relating to the bids exchanged by the bidder and RailTel, shall be written in English Language, provided that any printed literature furnished by the Bidder in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Authorised Signatory of the interested partner.

## 11 Submission of Bid

- 11.1. The Bidder should take into account any Corrigendum to this EOI document that may have been published before submitting their EOI response. The bid is to be submitted in the mode as mentioned in this EOI document. EOI response submitted in any other mode will not be entertained.
- 11.2. Bidders in their own interest are advised to submit the EOI response well in time before the last date and hence to avoid any inconvenience at the last moment.
- 11.3. An Organization / Bidder can submit only 'One EOI Response'. Submission of multiple EOI Response by bidder(s) may lead to rejection of all of its bid.

## 12 Rights to Accept / Reject any or all EOI Response

- 12.1. RailTel reserves the right to accept or reject any EOI Response, and to annul the bidding process and reject all Bids at any time prior to award of the Contract, without thereby incurring any liability to the affected interested bidder(s), or any obligation to inform the affected Bidders of the ground for RailTel's action.

## 13 Payment Terms

**Back-to-back basis as per LPCS RFP No. CEIT/ITCSD/16/2024-25 dated 14-02-2025**

### 13.1 Terms of Payment:

Back-to-back basis as per LPCS RFP No. CEIT/ITCSD/16/2024-25 dated 14-02-2025

### 13.2 Annual Maintenance Charges as per RFP if applicable.



13.3. Documents list required ( as applicable) at the time of payment/invoice submission by selected bidder shall be:

- Valid Tax Invoice (in Triplicate, where supply is Involved)
- Delivery Challan and e way bill
- Factory Test Report
- QA& COQ inspection certificate duly signed by OEM.
- Inspection Certificate or Approval of waiver for the same as applicable.
- Packaging List
- Purchaser's Inspection certificate
- Consignee receipt
- Warranty certificate of OEM
- Insurance certificate
- A certificate duly signed by the firm certifying that equipment/ materials being delivered are new and conform to technical specification.
- A certificate duly signed by the firm certifying that the equipment/ materials being delivered are complete in all respect for the concerned items for which the payment is being released.

All payments shall be released after sign-off by the CIAL.

## 14 Performance Bank Guarantee

Bidder has to furnish bank guarantee as performance security for the supplied equipment's and services. A Bank guarantee for 3% of the order value shall be provided immediately within 10 days after supply or along with supply towards the performance of the systems.

Back-to-back basis as per LPCS RFP No. CEIT/ITCSD/16/2024-25 dated 14-02-2025

- 14.1. RailTel shall also be entitled to make recoveries from the CSP's bills, PBG or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- 14.2. If the service period / contract value undergo variation PBG also shall be varied accordingly
- 14.3. During the contract period, RailTel may issue Purchase Order(s) for the additional services ordered by CIAL (in case) to RailTel. In such scenario(s) also, Clause No. 13.1. to Clause No. 13.4. are to be followed by the CSP.
- 14.4. In case the LPSC has sought PBG of the contract in the terms of Indemnity Bond from RailTel, the selected bidder has to provide the equivalent value PBG from scheduled Bank to RailTel. No Indemnity Bond from Selected Bidder will be accepted in lieu of PBG from Scheduled Bank.

14.7. In case LPSC has sought any other types of PBG, at present or in future or else Integrity Pact PBG (presently or in future), same remain applicable on selected Bidder. The Said PBG will be issued by Selected Bidder from Scheduled Bank favouring RailTel Corporation of India Limited. No Indemnity Bond in lieu of such PBG will be accepted by RailTel.

14.8 Integrity pact in the format if any, as per LPCS to be provided by the Bidder.

#### **Note**

1. All PBG upto Rs 5,00,000 /- will be accepted only through Bank transfer only.
2. As per RBI guidelines BG above Rs 50,000 /- should be signed by two Bank officials.
3. PBG should be from scheduled commercial Bank (either private or PSU) but not from any cooperative Bank or NBFC.
4. It is to be ensured that BG issuing Bank must be SFMS enabled. Under SFMS system, a separate advice of the BG (via SFMS IFN 760COV) to be sent to the advising Bank (RailTel) through SFMS by the issuing Bank (Applicant). Similar process to be followed for Bank Guarantee amendment also and separate advice (via SFMS IFN 767COV) is sent to the advising bank (RailTel).
5. The minimum gap between BG expiry date and BG claim date should be 12 months.

The Bank guarantee (BG) if required, should be extended by the bidder at least 90 days before its expiry; failure to do so will result in the encashment of the BG.

## **15 Details of Commercial Bid / Financial Bid**

- 15.1. Partner should submit commercial bid strictly as per the format mentioned by LPSC or in subsequent corrigendum's (if any).
- 15.2. The commercial bid should clearly bring out the cost of the services with detailed break- up of taxes.
- 15.3. The rates mentioned in the commercial bid of the CSP will form basis of commercial transaction between RailTel and bidder.
- 15.4. The quantity of 'Line Items' may vary at the time of placing of Purchase Order or during the Contract Period, as communicated by LPSC (in case) to RailTel. In such scenarios, the 'Per Unit' cost will be considered to arrive on contractual amount between RailTel and CSP.
- 15.5. It is also possible that LPSC may surrender / increase, some or all of the quantities of service items ordered to RailTel during the contract period and accordingly the contractual amount between RailTel and CSP shall be considered, at sole discern of RailTel.
- 15.6. It is also possible that during the contract period, LPCS may raise Purchase Order to RailTel for the line items (and respective quantities) which are not mentioned in the pertinent tender of LPCS. In such scenario, RailTel at its sole discretion, may extend the scope of the contract with CSP by placing order to LPCS, on back-to- back basis.
- 15.7. In addition to the Payment Terms, all other Contractual Terms will also be on 'back- to-back' basis between RailTel and CSP, as mentioned in the pertinent LPCS tender. MAF (Manufacturer's Authorization Form) in the name of RailTel and another MAF in Bidders Name (separately with reference to this EOI) from the OEMs, whose product is mentioned in commercial bid format, should also be ensured by the partner. The MAF format and required content should be in-line with LPCS tender, if specifically asked by LPCS in a particular format.

## 16 Duration of the Contract Period

- 16.1. The contract duration shall be same as of LPCS contract duration with RailTel until otherwise terminated earlier. Indicative contract duration is as per LPCS RFP, unless otherwise terminated/modified, as mentioned in this EOI document and subject to award of contract to RailTel. The contract duration can be renewed /extended by RailTel at its discern, in case LPCS extends / RailTel renews services with RailTel by virtue of extending / renewing / new issuance of one or more Purchase Order(s) placed by LPCS to RailTel.

## 17 Restrictions on 'Transfer of Agreement'

- 17.1. The CSP shall not assign or transfer its right in any manner whatsoever under the contract / agreement to a third party or enter into any agreement for sub- contracting and/or partnership relating to any subject matter of the contract / agreement to any third party either in whole or in any part i.e., no sub-contracting / partnership / third party interest shall be created.

## 18 Suspension, Revocation or Termination of Contract / Agreement

- 18.1. RailTel reserves the right to suspend the operation of the contract / agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities, in such a situation, RailTel shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the contract / agreement will not be a cause or ground for extension of the period of the contract / agreement and suspension period will be taken as period spent. During this period, no charges for the use of the facility of the CSP shall be payable by RailTel.
- 18.2. RailTel may, without prejudice to any other remedy available for the breach of any conditions of agreements, by a written notice as per GCCA of contract or as per CIAL tender condition whichever is issued to the CSP.

RailTel shall terminate/or suspend the contract /agreement under any of the following circumstances:

- a) The CSP failing to perform any obligation(s) under the contract / agreement.
- b) The CSP failing to rectify, within the time prescribed, any defect as may be pointed out by RailTel.
- c) Non adherence to Service Level Agreements (SLA) which RailTel has committed to CIAL.
- d) The CSP going into liquidation or ordered to be wound up by competent authority
- e) If the CSP is wound up or goes into liquidation, it shall immediately (and not more three days) inform about occurrence of such event to RailTel in writing. In such case, the written notice can be modified by RailTel as deemed fit under the circumstances. RailTel may either decide to issue a termination notice or to continue the agreement by suitably modifying the conditions, as deemed fit. It shall be the responsibility of the CSP to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of contract / agreement is pending and if the Quality of Performance of Solution is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of which CSP's PG related to contract / agreement along with PG related to the Empanelment Agreement with RailTel shall be forfeited, without any further notice.
- f) Breach of non-fulfilment of contract / agreement conditions may come to the notice of RailTel through complaints or as a result of the regular monitoring. Wherever considered appropriate RailTel may conduct an inquiry either Suo- moto or on complaint to determine whether there has been any breach in

compliance of the terms and conditions of the agreement by the successful bidder or not. The CSP shall extend all reasonable facilities and shall endeavour to remove the hindrance of every type upon such inquiry. In case of default by the CSP in successful implementation and thereafter maintenance of services / works as per the conditions mentioned in this EOI document, the PG(s) of CSP available with RailTel can be forfeited.

## 19 Dispute Settlement

19.1 In case of any dispute concerning the contract / agreement, both the CSP and RailTel shall try to settle the same amicably through mutual discussion / negotiations. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and Conciliation 1996 or any amendment thereof. Place of Arbitration shall be New Delhi.

19.2 The arbitral tribunal shall consist of the Sole Arbitrator. The arbitrator shall be appointed by the Chairman & Managing Director (CMD) of RailTel Corporation of India Ltd.

19.3 All arbitration proceedings shall be conducted in English.

## 20 Governing Laws

20.1. The contract shall be interpreted in accordance with the laws of India. The courts at New Delhi shall have exclusive jurisdiction to entertain and try all matters arising out of this contract.

## 21 Statutory Compliance

21.1. During the tenure of this Contract nothing shall be done by CSP in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof and shall keep RailTel indemnified in this regard.

22.2. The Bidder shall comply and ensure strict compliance by his/her employees and agents of all applicable Central, State, Municipal and Local laws and Regulations and undertake to indemnify RailTel, from and against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule, including but not limited to the claims against RailTel or its Customer under Employees Compensation Act, 1923, The Employees Provident Fund and Miscellaneous Provisions Act, 1952, The Contract Labour (Abolition and Regulation) Act 1970, Factories Act, 1948, Minimum Wages Act and Regulations, Shop and Establishment Act and Labour Laws which would be amended/modified or any new act if it comes in force whatsoever, and all actions claim and demand arising therefrom and/or related thereto.

## 22 Intellectual Property Rights

22.1. Each party i.e., RailTel and CSP, acknowledges and agree that the other party retains exclusive ownership and rights in its trade secrets, inventions, copyrights, and other intellectual property and any hardware provided by such party in relation to this contract / agreement.

22.2. Neither party shall remove or misuse or modify any copyright, trade mark or any other proprietary right of the other party which is known by virtue of this EOI and subsequent contract in any circumstances

## 23 Severability

23.1. In the event any provision of this EOI and subsequent contract with CSP is held invalid or not enforceable by a court of competent jurisdiction, such provision shall be considered separately

and such determination shall not invalidate the other provisions of the contract and Annexure/s which will be in full force and effect.

## 24 Force Majeure

- 24.1. If during the contract period, the performance in whole or in part, by other party, of any obligation under this is prevented or delayed by reason beyond the control of the parties including war, hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the parties), fire, floods, earthquakes, natural calamities or any act of GOD(hereinafter referred to as EVENT) , provided notice of happenings of any such event is given by the affected party to the other, within twenty one (21) days from the date of occurrence thereof, neither party shall have any such claims for damages against the other, in respect of such non- performance or delay in performance. Provided service under this contract shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.
- 24.2. In the event of a Force Majeure, the affected party will be excused from performance during the existence of the force Majeure. When a Force Majeure occurs, the affected party after notifying the other party will attempt to mitigate the effect of the Force Majeure as much as possible. If such delaying cause shall continue for more than sixty (60) days from the date of the notice stated above, the party injured by the inability of the other to perform shall have the right, upon written notice of thirty (30) days to the other party, to terminate this contract. Neither party shall be liable for any breach, claims, and damages against the other, in respect of non- performance or delay in performance as a result of Force Majeure leading to such termination.

## 25 Indemnity

- 25.1. The CSP agrees to indemnify and hold harmless RailTel, its officers, employees and agents (each an "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from:
  - a) Any mis -statement or any breach of any representation or warranty made by CSP
  - b) The failure by the CSP to fulfil any covenant or condition contained in this contract by any employee or agent of the Bidder. Against all losses or damages arising from claims by third Parties that any Deliverables (or the access, use or other rights thereto), created by CSP pursuant to this contract, or any equipment, software, information, methods of operation or other intellectual property created by CSP pursuant to this contract, or the SLAs (i) infringes a copyright, trade mark, trade design enforceable in India, (ii) infringes a patent issues in India, or (iii) constitutes misappropriation or unlawful disclosure or used of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); or
  - c) Any compensation / claim or proceeding by any third party against RailTel arising out of any act, deed or omission by the CSP

d) Claim filed by a workman or employee engaged by the CSP for carrying out work related to this agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

- 25.2. Any payment made under this contract to an indemnity or claim for breach of any provision of this contract shall include applicable taxes.

## 26 Limitation of Liability towards RailTel

- 26.1. The CSP (SI/BA) liability under the contract shall be determined as per the Law in force for the time being. The CSP shall be liable to RailTel for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the CSP and its employees (direct or indirect), including loss caused to RailTel on account of defect in goods or deficiency in services on the part of CSP or his agents or any person / persons claiming through under said CSP, However, such liability of the CSP shall not exceed the total value of the contract.
- 26.2. This limit shall not apply to damages for bodily injury (including death) and damage to real estate property and tangible personal property for which the CSP is legally liable.

## 27 Confidentiality cum Non-disclosure

- 27.1. The Receiving Party agrees that it will not disclose to third party/parties any information belonging to the Disclosing Party which is provided to it by the Disclosing Party before, during and after the execution of this contract. All such information belonging to the Disclosing Party and provided to the Receiving Party shall be considered Confidential Information. Confidential Information includes prices, quotations, negotiated issues made before the execution of the contract, design and other related information. All information provided by Disclosing Party to the Receiving Party shall be considered confidential even if it is not conspicuously marked as confidential.
- 27.2. Notwithstanding the foregoing, neither Party shall have any obligations regarding non- use or non-disclosure of any confidential information which:
- 27.2.1. Is already known to the receiving Party at the time of disclosure:
- 27.2.2. Is or becomes part of the public domain without violation of the terms hereof;
- 27.2.3. Is shown by conclusive documentary evidence to have been developed independently by the Receiving Party without violation of the terms hereof:
- 27.2.4. Is received from a third party without similar restrictions and without violation of this or a similar contract.
- 27.3 The terms and conditions of this contract, and all annexes, attachments and amendments hereto and thereto shall be considered Confidential Information. No news release, public announcement, advertisement or publicity concerning this contract and/or its contents herein shall be made by either Party without the prior written approval of the other Party unless such disclosure or public announcement is required by applicable law.

27.4 Notwithstanding the above, information may be transmitted to governmental, judicial, regulatory authorities, if so, required by law. In such an event, the Disclosing Party shall inform the other party about the same within 30 (thirty) Days of such disclosure.

27.5 This Confidentiality and Non- Disclosure clause shall survive even after the expiry or termination of this contract.

## 28 Assignment

28.1 Neither this contract nor any of the rights, interests or obligations under this contract shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of each of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this contract will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

## 29 Insurance

The CSP shall agree to take insurances to cover all the elements of the project under this EOI including but not limited to Manpower, Hardware, Software and Services etc. as per CIAL tender specified terms.

## 30 Exit Management

### 30.1 Exit Management Purpose

30.1.1 This clause sets out the provision, which will apply during Exit Management period. The parties shall ensure that their respective associated entities carry out their respective obligation set out in this Exit Management Clause.

30.1.2 The exit management period starts, in case of expiry of contract, at least 03 months prior to the date when the contract comes to an end or in case of termination contract, on the date when the notice of termination is sent to the CSP. The exit management period ends on the date agreed upon by RailTel or Three (03) months after the beginning of the exit management period, whichever is earlier.

### 30.2 Confidential Information, Security and Data:

CSP will promptly, on the commencement of the exit management period, supply to RailTel or its nominated agencies the following (if asked by RailTel in writing):

30.2.1 Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to the project, project's customized source code (if any); any other data and confidential information created as part of or is related to this contract;

30.2.2 All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RailTel and its nominated agencies, or its replacing vendor to carry out due diligence in order to transition the provision of the services to RailTel or its nominated agencies, or its replacing vendor (as the case may be).

30.3 Employees : Promptly on reasonable request at any time during the exit management period, the CSP shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide RailTel a list of all employees (with job titles and communication address), dedicated to providing the services at the commencement of the exit management period; To the extent that any Transfer Regulation does not

apply to any employee of the CSP, RailTel or the replacing vendor may make an offer of contract for services to such employees of the CSP and the CSP shall not enforce or impose any contractual provision that would prevent any such employee from being hired by RailTel or any replacing vendor.

30.4 Rights of Access to Information: Besides during the contract period, during the exit management period also, if asked by RailTel in writing, the CSP shall be obliged to provide an access of information to RailTel and / or any Replacing Vendor in order to make an inventory of the Assets (including hard software / active / passive), documentations, manuals, catalogues, archive data, Live data, policy documents or any other related material.

**Note:** RailTel at its sole discern may not enforce any or all clauses / sub-clauses under the

‘Exit Management’ clause due to administrative convenience or any other reasons as deemed fit.

## 31 Waiver

31.1. Except as otherwise specifically provided in the contract, no failure to exercise or delay in exercising, any right, power or privilege set forth in the contract will operate as a waiver of any right, power or privilege.

## 32 Changes in Contract Agreement

No modification of the terms and conditions of the Contract Agreement shall be made except by written amendments signed by the both CSP and RailTel.



## ANNEXURES

**32.1 ANNEXURE 1****FORMAT FOR PROJECT EXPERIENCE CITATIONS**

<b>Sl. No.</b>	<b>Item</b>	<b>Bidder's Response</b>
1	Name of Bidder entity	
2	Assignment Name	
3	Name & Address of Client	
4	Approximate Value of the Contract (in INR Crores)	
5	Duration of Assignment (months)	
6	Start Date (month/year)	
7	Completion Date (month/year)	
8	Narrative description of the project	
9	Details of Work that defines the scope relevant to the	
10	Documentary Evidence attached	

Signature of Bidder .....

Name: .....

Designation .....

Place: .....

Date: .....

Seal of BA Organization

## 32.2 ANNEXURE 2

### EOI COVER LETTER

(On Organization Letter Head)

EOI Ref No:

Date:

To,

The Joint General Manager (ERS)

RailTel Corporation India Limited,

Kerala Territory Office,

1<sup>st</sup> Floor, Eastern Entry Tower

Ernakulam South Railway Station

Ernakulam – 682016

**Ref. No.: LPSC/LVF/LP202500016401 dated 14-02-2025; latest amendment/ Corrigendum / clarifications. Floated on LPSC Portal (<https://www.lpsc.gov.in/>)**

Dear Sir/ Madam

1. I, the undersigned, on behalf of M/s ....., having carefully examined the referred EOI offer to participate in the same, in full conformity with the said EOI and all the terms and conditions thereof, including corrigendum issued till last date of submission of EOI. It is also undertaken and submitted that we are in abidance of Clause 4 of EOI.
2. I agree to abide by this Proposal, consisting of this letter, our Pre-qualification, Technical and Commercial Proposals, for a period of 180 days from the date fixed for submission of Proposals as stipulated in the EOI and modifications resulting from contract negotiations, and it shall remain binding upon us and maybe accepted by you at any time before the expiration of that period.
3. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Commercially Suitable Partner (CSP) for there for said Service, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
4. I undertake, if our Bid is accepted, to commence our services as per scope of work as specified in the contract document.
5. Until a formal Purchase Order or Contract is prepared and executed, this Bid and supplement / additional documents submitted (if any), together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

6. I hereby undertake and give unconditional acceptance for compliance of all terms & **Ref. No.: LPSC/LVF/LP202500016401 dated 14-02-2025**; latest amendment/ Corrigendum / clarifications. **Floated on LPSC Portal (<https://www.lpsc.gov.in/>)** against this EOI based customer's requirement.
7. I hereby undertake that there will be no deviation from the Terms and Conditions of EOI and **Ref. No.: LPSC/LVF/LP202500016401 dated 14-02-2025**; latest amendment/ Corrigendum / clarifications. **Floated on LPSC Portal (<https://www.lpsc.gov.in/>)**

Signature of Bidder .....

Name: .....

Designation .....

Place: .....

Date: .....

Seal of BA Organization

**32.3 ANNEXURE 3****(Local Content Compliance)**

EOI Ref. No:

Date:

To,

The Joint General Manager (ERS)

RailTel Corporation India Limited,

Kerala Territory Office,

1<sup>st</sup> Floor, Eastern Entry Tower

Ernakulam South Railway Station

Ernakulam – 682016

**Ref. No.: LPSC/LVF/LP202500016401 dated 14-02-2025; latest amendment/ Corrigendum / clarifications. Floated on LPSC Portal (<https://www.lpsc.gov.in/>)**

Dear Sir / Madam

I, the undersigned, on behalf of M/s ....., hereby submits that our technical solution for the 'Scope of Work' mentioned under the EOI document is in compliance of local content requirement and makes us equivalent to 'Class-I local supplier' / 'Class-II local supplier' (mention whichever is applicable) for the EOI under reference, as defined under the order No. P-45021/2/2017-PP(BE-II) dt. 04-June-2020 issued by Ministry of Commerce and Industry, Govt. of India.

I hereby certify that M/s .....fulfils all requirements in this regard and is eligible to be considered and for the submitted bid Local Content Percentage is % (write in figures as well as in words).

I hereby acknowledge that in the event of acceptance of bid on above certificate and if the certificate is found to be false at any stage, the false certificate would be a ground for immediate termination of contract and further legal action in accordance with the Law, including but not limited to the encashment of Bank Guarantee related to Empanelment and Performance Bank Guarantee (PBG) and Security deposit (SD), as available with RailTel, related to this EOI. Signature of Authorized Signatory.

Signature of Bidder .....

Name: .....

Designation .....

Place: .....

Date: .....

Seal of BA Organization

**32.4 ANNEXURE 4****CHECKLIST OF DOCUMENTS FOR BID SUBMISSION**

LPCS Tender Ref. No.: **LPSC/LVF/LP202500016401** dated **14-02-2025**; latest amendment/ Corrigendum / clarifications.  
 Floated on LPSC Portal (<https://www.lpsc.gov.in/>)

Sl. No.	Document
1	EOI Cover Letter (Annexure-02)
2	Technical compliance sheet
3	Price bid
4	Local Content Compliance & Percentage Amount (annexure-03)
5	<b>TECHNICAL BID COVER LETTER</b>
6	<b>COMMERCIAL BID COVER LETTER</b>
7	EMD as per EOI document
8	This EOI copy duly Signed and Stamped by the Authorized Signatory Of Bidder
9	All Annexure/ Appendices/Formats/ Declarations as <b>per LPCS Ref. No.: Ref. No.: LPSC/LVF/LP202500016401 dated 14-02-2025</b> ; addressing to RailTel.
10	Compliance of eligibility criteria related documents as per Clause 3
11	Any relevant document found suitable by bidder

Note:

1. The technical bid should have a 'Index' at the starting and all pages of bid should be serially numbered and should be traceable as per the 'Index'.
2. All the submitted documents should be duly stamped and signed by the Authorized Signatory at each page.
3. The above checklist is indicative only. RailTel may ask for additional documents from the bidders, as per the requirement

Signature of Bidder .....

Name: .....

Designation .....

Place: .....

Date: .....

Seal of BA Organization

**32.5 ANNEXURE 5****FORMAT FOR TECHNICAL BID COVER LETTER**

(On Company Letter Head)

To,

The Joint General Manager (ERS)

RailTel Corporation India Limited,

Kerala Territory Office,

1<sup>st</sup> Floor, Eastern Entry Tower

Ernakulam South Railway Station

Ernakulam – 682016

Sub: Submission of the response to the Tender No. <<tender id>>Request for Proposal for the “Installation, commissioning, testing & maintenance of routing device in the complete link for three years”. We, the undersigned, offer to provide services for “Installation, commissioning, testing & maintenance of routing device in the complete link for three years” in response to the request for proposal dated <insert date> and tender reference no <> “Installation, commissioning, testing & maintenance of routing device in the complete link for three years” by LPCS. We are hereby submitting our proposal online, which includes the pre-qualification, technical bid, and commercial bid.

We hereby declare that all the information and statements made in this technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our proposal is accepted, to initiate the implementation services related to the assignment not later than the date indicated in this tender.

We agree to abide by all the terms and conditions of the RFP and related corrigendum(s)/ addendum(s). We would hold the terms of our bid valid for 180 days from the date of opening of the commercial bid as stipulated in the RFP. We hereby declare that as per RFP requirement, we have not been black listed/ debarred by any Central/ State Government and we are not the subject of legal proceedings for any of the foregoing.

We understand you are not bound to accept any proposal you receive.

Signature of Bidder .....

Name: .....

Designation .....

Place: .....

Date: .....

Seal of BA Organization

## 32.6 ANNEXURE 6

### FORMAT FOR COMMERCIAL BID COVER LETTER

To,  
 The Joint General Manager (ERS)  
 RailTel Corporation India Limited,  
 Kerala Territory Office,  
 1<sup>st</sup> Floor, Eastern Entry Tower  
 Ernakulam South Railway Station  
 Ernakulam – 682016

Dear Sir,

We, the undersigned Bidder, having read and examined in detail all the tender documents with respect to “Installation, commissioning, testing & maintenance of routing device in the complete link for three years”, do hereby propose to provide services as specified in the tender reference No. **LPSC/LVF/LP202500016401 dated 14-02-2025** Price and Validity

- a) All the prices mentioned in our bid are in accordance with the terms & conditions as specified in the RFP. The validity of bid is 8 months from the date of opening of the commercial bid.
- b) We are an Indian firm and do hereby confirm that our prices are inclusive of all duties, levies etc., excluding GST.
- c) We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on income tax, professional and any other corporate tax is altered under the law, we shall pay the same.

Unit rates: We have indicated in the relevant schedules enclosed, the unit monthly rates for the purpose of accounting of payments as well as for price adjustment in case of any increase / decrease from the scope of work under the contract.

#### Deviations:

We declare that all the services shall be performed strictly in accordance with the RFP irrespective of whatever has been stated to the contrary anywhere else in our bid. Further, we agree that additional conditions, if any, found in our bid documents, shall not be given effect to. We had remitted an EMD as specified in the tender document terms.

**Tender pricing:** we further confirm that the prices stated in our bid are in accordance with your instruction to bidders included in tender documents.

**Qualifying data:** we confirm having submitted the information as required by you in your instruction to bidders. In case you require any other further information/ documentary proof in this regard before evaluation of our tender, we agree to furnish the same in time to your satisfaction.

**Bid price:** we declare that our bid price is for the entire scope of the work as specified in the RFP. These prices are indicated in annexure-commercial bid format attached with our tender as part of the tender.

**Performance bank guarantee and Security Deposit:** we hereby declare that in case the contract is awarded to us, we shall submit the performance bank guarantee. We hereby declare that our tender is made in good faith, without collusion or fraud and the information contained in the tender is true and correct to the best of our knowledge and belief. We understand that our tender is binding on us and that you are not bound to accept a tender you receive.

Signature of Bidder .....

Name: .....

Designation .....

Place: .....

Date: .....

Seal of BA Organization



**32.7 ANNEXURE 7****TECHNICAL COMPLIANCE SHEET****TECHNICAL SPECIFICATION**

The Service/OEM/MAKE specified are based on the existing network requirement for the present scope of work. This shall be followed as per the special condition of contract as per the relevant conditions of special conditions of contract as appended as per RFP back to basis.

**SPECIFICATIONS FOR ROUTING DEVICES(Qty. 2 Nos.)**

<b>General Requirements</b>
The Firewall must be appliance based, rack mountable and it should be having internal redundant hot swappable Power Supply from day one
Proposed SDWAN solution should have management based architecture and if management appliances/solution goes offline the SDWAN solution should keep on functioning without any issues. Must support build in GUI as well for any onsite changes if required.
NGFW must support SD - WAN security features along with advance routing protocols such as BGP
SD-WAN must be able to link and failover between various connections such as Internet , MPLS , lease line and Routed VPN interfaces.
Built-in SDWAN must be able to do load balancing of various links based on source address, User group , protocol and/or applications
SLA for SDWAN must be defined based on packet loss or latency or jitter. Even combination of all 3 option must be possible
Central management solution for the next generation Firewall must be able to Manage all the SDWAN link centrally and should give dashboard showing which status of links.
SDWAN should support FEC (Forward Error correction) and DSCP matching
Architecture must support zero touch deployment , so that minimum effort are required to deploy the solution
SDWAN must support multicast routing as well as firewalling
The proposed solution should support policy routing. Policy routing should work along with SD-WAN and ISP load-balancing.
The proposed solution must also support identity based routing option allowing traffic to be forced out of specific Internet/MPLS gateway based on authentication rather than IP address
The proposed system should have integrated Traffic Shaping functionality
Build-in GUI on the NGFW should have option to display logical topology of the network.
Device should support Static routing, RIP, OSPF,BGP, IS-IS, RIPng, OSPFv3 and BGP4+
<b>Performance Parameters</b>

The solution should support a minimum of at least 20 Gbps NGFW throughput on real-world / enterprise mix traffic test condition

The solution should support a minimum of at least 100 Gbps Firewall throughput with 64 byte small packet traffic  
Should support 30 Gbps IPSec VPN throughput and 1500 Tunnels

The Firewall must support at least 12,000,000 concurrent connections and 650,000 new sessions per second

The platform must be having minimum of 10 interfaces with auto sensing 10/100/1000 capability (GE RJ45 ports) , 6 Gigabit SFP ports and 8 10-GbE SFP+ Interfaces (loaded with 6 Nos. of 1GE SFP LX transceiver modules and 6nos. 10GE SFP+LR transceiver modules and from day one

### Firewall Features

Firewall policy should be single policy where all the feature get applied such as application control, SSL inspection , logging and even NAT

Firewall must support Zoning option along with User based authentication. It must have automatic option to group all the same zone policy

There must be option to configure the said Firewall policy from GUI of the NGFW appliance without requiring any Management solution. This is in the case of emergency where management solution is no available and policy needs to be changed.

Firewall must support NAT46, NAT66 and NAT64 along with policy for such NAT along with option to configure DNS64.

Firewall must support NAT policy for multicast traffic for both IPv4 and IPv6

Firewall must support option to configure FQDN server rather than IP address in case server have dynamic IP address or site have multiple IP addresses for single domain.

There must be option to even configure wildcard FQDN

Firewall should allow policy based on port or service to protect attack at L3 not just application based policy which might be vulnerable to L3 attacks.

Firewall must support Geo-based IP address blocking option.

DNS translation option must be available in Firewall to change only the specific DNS reply from public to private IP. This is required for allowing user to access local resources using Private IP rather than there public IP address

Build-in GUI/CLI must support option to configure firewall policy which allow packet capture for troubleshooting purposes

The security appliance should be having configurable option to quarantine attack generating source address

The solution must have capability to protect against Denial of Service (DOS) and DDOS attacks. Should have flexibility to configure IPv4 and IPv6 Rate based DOS protection with threshold settings against TCP Syn flood, TCP/UDP/ port scan, ICMP sweep, TCP/UDP/ SCTP/ICMP session flooding. Threshold settings must be customizable for different sources, destinations & services

The solution must support IoT-specific intrusion prevention system (IPS) signatures and Protocol Decoders to detect malicious activity in OT/Camera network

The solution must support virtual patching functionality to protect vulnerable IoT devices

### Virtualization

The proposed solution should support Virtualization (Virtual Firewall, Security zones and VLAN). Minimum 5 Virtual Firewall license should be provided.

Virtualization must be for every feature which are IPS , Application control, SSL inspection , SSL VPN , IPSec VPN , Traffic shaping and user authentication.

Enabling Virtualization shouldn't require any kind of downtime or reboot. It must be done seamless even if the NGFW is live in the network.

When creating virtualized NGFW it should give mode option to configure each virtualized system such as first system can work in NAT/route mode and second system can work in transparent mode.

Each virtualized NGFW system must have option to configure various parameter to limit the resources utilization such as number of session , etc.

**VPN Features**

NGFW must have build in support IPSec VPN and SSL VPN. There shouldn't be any user license restriction

IPSec VPN must include gateway to gateway and gateway to client vpn. In case of gateway to client the administrator must have option to assign private IP address to remote user without requiring any additional license

Route based IPSec VPN must be supported along with SD-WAN in case of two or more ISP's.

IPSec VPN must include gateway to gateway and gateway to client vpn. In case of gateway to client the administrator must have option to assign private IP address to remote user without requiring any additional license

IPSec VPN must support SHA-1 and SHA-2 ( SHA 256, 386 and 512) along with DH group 2,5,14,15,16,17,18,19,20,21,27,28,29,30 and 31.

SSL vpn must support high level algorithm along with TLS v1.2

SSL VPN must not have any user license and should have option to integrate with local AD or RADIUS server

Both VPN must support 2-factor authentication with option to have locally imported tokens on the NFGW appliance itself , if required.

**Application Control**

The proposed system shall have the ability to detect, log and take action against network traffic based on over 4000 application signatures

The application signatures shall be manual or automatically updated

The administrator shall be able to define application control list based on selectable application group and/or list and its corresponding actions

Application control and URL filtering must work independent of each other.

**High Availability**

The proposed system shall have built-in high availability (HA) features without extra cost/license or hardware component

The device shall support stateful session maintenance in the event of a fail-over to a standby unit.

High Availability Configurations should support Active/Active or Active/ Passive

**OEM should be having the following certifications/Ratings**

NGFW OEM should be EAL 4 certified

Signature of Bidder .....

Name: .....

Designation .....

Place: .....

Date: .....

Seal of BA Organization

**ANNEXURE 8****PRICE BID**

To be uploaded as pdf (On Organization Letter Head)

EOI NO. RCIL/SR/ERS/2025-26/EOI/04 DTD. 23-06-2025

To,

The Joint General Manager (ERS)  
 RailTel Corporation India Limited,  
 Kerala Territory Office,  
 1<sup>st</sup> Floor, Eastern Entry Tower  
 Ernakulam South Railway Station, Ernakulam – 682016

TENDER NO: **LPSC/LVF/LP202500016401 dated 14-02-2025**

The RFP published by LPCS for the work vide **LPSC/LVF/LP202500016401 dated 14-02-2025** as circulated, please be referred for any clarifications. **The submission of EMD, PBG, SD and Agreement with RCIL Non-Judicial paper by the selected Bidder will be sacrosanct selected Bidder.**

**BOQ**

SI No	SKU	Description	Quoting unit Price	Qty	Quoting Total value	GST Rate	Total Quote value (Incl GST)
1	FG-900G	4x 25G SFP28 slots, 4 x 10GE SFP+ slots, 17 x GE RJ45 ports (including 1 x MGMT port, 16 x switch ports), 1 X 2.5G HA port, 8 x GE SFP slots, SPU NP7 and CP9 hardware accelerated, dual AC PSU.		2	0		0
2	FN-TRAN-LX	1 GE SFP transceiver module, long range 10km, LC connector, SMF, 1310nm, -40°C to 85°C, for systems with SFP/SFP+ slots		12	0		0
3	FN-TRAN-SFP+LR	10 GE SFP+ transceiver module, long range 10km, LC connector, SMF, 1310nm, 0°C to 85°C, for systems with SFP+ slots		12	0		0
4	FC-10-FG9H0-247-02-36	FortiCare Premium Support		2	0		0
5	FC-10-FG9H0-159-02-36	FortiGuard OT Security Service (OT dashboards and compliance reports, OT application and service detection, OT vulnerability correlation, OT virtual patching, OT signatures - Application Control and IPS rules)		2	0		0
			<b>GRAND TOTAL</b>		<b>Rs. 0</b>		0

Signature of Bidder .....

Name: .....

Designation .....

Place: .....

Date: .....

Seal of BA Organization

**32.8 ANNEXURE 9****PROFORMA FOR PERFORMANCE BANK GUARANTEE**

(On Stamp Paper of ₹ Two Hundred/requisite value)

To,

The Joint General Manager (ERS)

RailTel Corporation India Limited,

Kerala Territory Office,

1<sup>st</sup> Floor, Eastern Entry Tower

Ernakulam South Railway Station

Ernakulam – 682016

Ref. No.: **LPSC/LVF/LP202500016401 dated 14-02-2025**; latest amendment/ Corrigendum clarifications. Floated on etender Kerala Portal (<https://etenders.kerala.gov.in/>)

In consideration of the RailTel Corporation of India Limited (CIN: L64202DL2000GOI107905), having its registered office at Plate-A, 6<sup>th</sup> Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi – 110023 (herein after called “RailTel”) having agreed to exempt ..... (CIN: ..... ) having its registered office at ..... (Herein after called “the said Contractor”) from the demand, under the terms and conditions of Purchase Order No ..... dated ..... made between RailTel and ..... for (hereinafter called “the said Agreement”) of security deposit for the due fulfilment by the said Contractor of the terms and condition contained in the said Agreement, or production of a Bank Guarantee for Rs. .... (Rs. .... Only). We ..... (Indicate the name and address and other particulars of the Bank) (hereinafter referred to as ‘the Bank’) at the request of ..... contractor do hereby undertake to pay RailTel an amount not exceeding Rs. .... (Rs. .... Only) against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Agreement.

1. We, ..... the Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage by the said Contractor of any of terms or conditions contained in the said Agreement by reason of the Contractor’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs ..... (Rs. .... Only).
2. We, ..... the Bank undertake to pay the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

3. We, ..... the Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said

Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before .....We shall be discharged from all liability under this Guarantee thereafter.

4. We, ..... the Bank further agree with the RailTel that the RailTel shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for anytime or from time to time any of the powers exercisable by the RailTel against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This Guarantee will not be discharge due to the change in the constitution of the Bank or the Contract or ( ..... indicate the name of Bank .....) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of RailTel in writing.

Dated the ..... Day of ..... 2025 for ..... (Name of Bank) In the presence of Witnesses:

1. Signature with Date & Name

2. Signature With Date & Name

Signature of Bidder .....

Name: .....

Designation .....

Place: .....

Date: .....

Seal of BA Organization

## 32.9 ANNEXURE 10

### NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “Agreement”) is made and entered into on this \_\_\_\_ day of, 2021 (the “Effective Date”) at by and between RailTel Corporation of India Limited, (CIN: L64202DL2000GOI107905), a Public Sector Undertaking under Ministry of Railways, Govt. of India, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower-2, East Kidwai Nagar, New Delhi-110023 & Southern Region office at 1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road, Opp. Shoppers Stop, Hyderabad- 500016, (hereinafter referred to as 'RailTel'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of the ONE PART, and ) (CIN: \_\_\_\_\_), a company duly incorporated under the provisions of Companies Act, having its registered office at , (hereinafter referred to as ' '), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of OTHER PART RailTel and \_\_\_\_\_ shall be individually referred to as “Party” and jointly as “Parties” WHEREAS, RailTel and \_\_\_\_\_, each possesses confidential and proprietary information related to its business activities, including, but not limited to, that information designated as confidential or proprietary under Section 2 of this Agreement, as well as technical and non- technical information, patents, copyrights, trade secrets, know-how, financial data, design details and specifications, engineering, business and marketing strategies and plans, forecasts or plans, pricing strategies, formulas, procurement requirements, vendor and customer lists, inventions, techniques, sketches, drawings, models, processes, apparatus, equipment, algorithms, software programs, software source documents, product designs and the like, and third party confidential information (collectively, the “Information”); WHEREAS, the Parties have initiated discussions regarding a possible business relationship for WHEREAS, each Party accordingly desires to disclose certain Information (each Party, in such disclosing capacity, the “Disclosing Party”) to the other Party (each Party, in such receiving capacity, the “Receiving Party”) subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the receipt of certain Information, and the mutual promises made in this Agreement, the Parties, intending to be legally bound, hereby agree as follows:

#### **1. Permitted Use.**

(a) Receiving Party shall:

- (i) hold all Information received from Disclosing Party in confidence;
- (ii) use such Information for the purpose of evaluating the possibility of entering into a commercial arrangement between the Parties concerning such Information; and
- (iii) restrict disclosure of such Information to those of Receiving Party’s officers, directors, employees, affiliates, advisors, agents and consultants (collectively, the “Representatives”) who the Receiving Party, in its reasonable discretion, deems need to know such Information, and are bound by the terms and conditions of (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement.

(b) The restrictions on Receiving Party’s use and disclosure of Information as set forth above shall not apply to any Information that Receiving Party can demonstrate:

- (i) is wholly and independently developed by Receiving Party without the use of Information of Disclosing Party;
- (ii) at the time of disclosure to Receiving Party, was either (A) in the public domain, or (B) known to Receiving Party;
- (iii) is approved for release by written authorization of Disclosing Party; or

- (iv) is disclosed in response to a valid order of a court or other governmental body in the India or any political subdivision thereof, but only to the extent of, and for the purposes set forth in, such order; provided, however, that Receiving Party shall first and immediately notify Disclosing Party in writing of the order and permit Disclosing Party to seek an appropriate protective order.
- (c) 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 unauthorized disclosure, but in no event shall a less than reasonable degree of care be exercised by either party.

**2. Designation.**

(a) Information shall be deemed confidential and proprietary and subject to the restrictions of this Agreement if, when provided in:

- (i) written or other tangible form, such Information is clearly marked as proprietary or confidential when disclosed to Receiving Party; or
- (ii) oral or other intangible form, such Information is identified as confidential or proprietary at the time of disclosure.

**3. Cooperation.** Receiving Party will immediately give notice to Disclosing Party of any unauthorized use or disclosure of the Information of Disclosing Party.

**4. Ownership of Information.** All Information remains the property of Disclosing Party and no license or other rights to such Information is granted or implied hereby. Notwithstanding the foregoing, Disclosing Party understands that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Information of the Disclosing Party. Notwithstanding anything to the contrary, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop products, or have products developed for it, that, without violation of this Agreement, compete with the products or systems contemplated by Disclosing Party's Information.

**5. No Obligation.** Neither this Agreement nor the disclosure or receipt of Information hereunder shall be construed as creating any obligation of a Party to furnish Information to the other Party or to enter into any agreement, venture or relationship with the other Party.

**6. Return or Destruction of Information.**

(a) All Information shall remain the sole property of Disclosing Party and all materials containing any such Information (including all copies made by Receiving Party) and its Representatives shall be returned or destroyed by Receiving Party immediately upon the earlier of:

- (i) termination of this Agreement;
- (ii) expiration of this Agreement; or
- (iii) Receiving Party's determination that it no longer has a need for such Information.

(b) Upon request of Disclosing Party, Receiving Party shall certify in writing that all Information received by Receiving Party (including all copies thereof) and all materials containing such Information (including all copies thereof have been destroyed.

**7. Injunctive Relief:** Without prejudice to any other rights or remedies that a party may have, each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of this Agreement,



and that a party shall be entitled to seek the remedies of injunction, specific performance and/or any other equitable relief for any threatened or actual breach of this Agreement.

#### **8. Notice.**

(a) Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated:

- (i) by personal delivery, when delivered personally;
- (ii) by overnight courier, upon written verification of receipt; or
- (iii) by certified or registered mail with return receipt requested, upon verification of receipt.

(b) Notice shall be sent to the following addresses or such other address as either Party specifies in writing.

RailTel Corporation of India limited:

Attn:

Address:

Phone:

Email:

#### **9. Term, Termination and Survivability.**

(a) Unless terminated earlier in accordance with the provisions of this agreement, this Agreement shall be in full force and effect for a period of    years from the effective date hereof.

(b) Each party reserves the right in its sole and absolute discretion to terminate this Agreement by giving the other party not less than 30 days' written notice of such termination.

(c) Notwithstanding the foregoing clause 9(a) and 9 (b), Receiving Party agrees that its obligations, shall:

- (i) In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and
- (ii) not apply to any materials or information disclosed to it thereafter.

**10. Governing Law and Jurisdiction.** This Agreement shall be governed in all respects solely and exclusively by the laws of India without regard to its conflicts of law principles. The Parties hereto expressly consent and submit themselves to the jurisdiction of the courts of New Delhi.

**11. Counterparts.** This agreement is executed in duplicate, each of which shall be deemed to be the original and both when taken together shall be deemed to form a single agreement

**12. No Definitive Transaction.** The Parties hereto understand and agree that no contractor agreement with respect to any aspect of a potential transaction between the Parties shall be deemed to exist unless and until a definitive written agreement providing for such aspect of the transaction has been executed by a duly authorized representative of each Party and duly delivered to the other Party (a "Final Agreement"), and the

Parties hereby waive, in advance, any claims in connection with a possible transaction unless and until the Parties have entered into a Final Agreement.

### **13. Settlement of Disputes:**

(a) The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.

b) In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator

**14.** The sole arbitrator shall be appointed by CIAL/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the part.

### **15. CONFIDENTIALITY OF NEGOTIATIONS**

Without the Disclosing Party's prior written consent, the Receiving Party shall not disclose to any Person who is not a Representative of the Receiving Party the fact that Confidential Information has been made available to the Receiving Party or that it has inspected any portion of the Confidential Information or that discussions between the Parties may be taking place.

### **16. REPRESENTATION**

The Receiving Party acknowledges that the Disclosing Party makes no representation or warranty as to the accuracy or completeness of any of the Confidential Information furnished by or on its behalf. Nothing in this clause operates to limit or exclude any liability for fraudulent misrepresentation.

### **17. ASSIGNMENT**

Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of each of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

### **18. EMPLOYEES AND OTHERS**

Each Party shall advise its Representatives, contractors, subcontractors and licensees, and shall require its Affiliates to advise their Representatives, contractors, subcontractors and licensees, of the obligations of confidentiality and non-use under this Agreement, and shall be responsible for ensuring compliance by its and its Affiliates' Representatives, contractors, subcontractors and licensees with such obligations. In addition, each Party shall require all persons and entities who are not employees of a Party and who are provided access to the Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions no less stringent than those set forth in this

Agreement. Each Party shall promptly notify the other Party in writing upon learning of any unauthorized disclosure or use of the Confidential Information by such persons or entities.

#### **19. NO LICENSE**

Nothing in this Agreement is intended to grant any rights to under any patent, copyright, or other intellectual property right of the Disclosing Party, nor will this Agreement grant the Receiving Party any rights in or to the Confidential Information of the Disclosing Party, except as expressly set forth in this Agreement.

#### **20. RELATIONSHIP BETWEEN PARTIES:**

Nothing in this Agreement or in any matter or any arrangement contemplated by it is intended to constitute a partnership, association, joint venture, fiduciary relationship or other cooperative entity between the parties for any purpose whatsoever. Neither party has any power or authority to bind the other party or impose any obligations on it and neither party shall purport to do so or hold itself out as capable of doing so.

#### **21. UNPUBLISHED PRICE SENSITIVE INFORMATION (UPSI)**

agrees and acknowledges that \_\_\_\_\_, its Partners, employees, representatives etc., by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall be deemed to be "Connected Persons" within the meaning of SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be bound by the said regulations while dealing with any confidential and/ or price sensitive information of RailTel. shall always and at all times comply with the obligations and restrictions contained in the said regulations. In terms of the said regulations \_\_\_\_\_ shall abide by the restriction on communication, providing or allowing access to any Unpublished Price Sensitive Information (UPSI) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel

#### **22. MISCELLANEOUS.**

This Agreement constitutes the entire understanding among the Parties as to the Information and supersedes all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each Party by its authorized representative. The failure or delay of any Party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party's right thereafter to enforce each and every provision of this Agreement. In the event that any of the terms, conditions or provisions of this Agreement are held to be illegal, unenforceable or invalid by any court of competent jurisdiction, the remaining terms, conditions or provisions hereof shall remain in full force and effect. The rights, remedies and obligations set forth herein are in addition to, and not in substitution of, any rights, remedies or obligations which may be granted or imposed under law or in equity.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth above.

By Name:

RailTel Corporation India Limited:

Title:

By Name :

Witnesses:

Title:

**32.10 ANNEXURE 11****PRE - BID AGREEMENT**

(To be executed in presence of public notary on non-judicial stamp paper of the value of Rs. 200/-. The stamp paper has to be in the name of the BA)

This Pre-Bid Agreement (the “**Agreement**”) is made at New Delhi on this \_\_\_\_\_ Day of (month) 2022.

**BETWEEN**

**M/s. RailTel Corporation Of India Limited**, (CIN: L64202DL2000GOI107905) a company registered under the Companies Act 1956, having its registered and corporate office at Plate-A, 6<sup>th</sup> Floor, Office Block, Tower-2, East Kidwai Nagar, New Delhi India – 110 023 and Southern Regional office at 1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road, Opp. Shoppers Stop, Hyderabad-500 016 (hereinafter referred to as “**RailTel**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **FIRSTPART. AND M/s. XXXX**, (CIN: \_\_\_\_\_) a company registered under the Companies Act 1956, having its registered office at and its Corporate Office located at \_\_\_\_\_ (hereinafter referred to as “**XXXX**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **SECOND PART.**

RailTel and \_\_\_\_\_ shall be hereinafter individually referred to as “**Party**” And collectively as “**Parties.**”  
**”Whereas,**

A) RailTel is a "Mini Ratna (Category-I)" CPSU of Ministry of Railways, having exclusive right of way along Indian Railways and has created an OFC backbone and associated transport and network infrastructure to provide carrier class telecom services. RailTel has Unified License issued by DoT to provide a range of telecom services. RailTel also has two tier III certified data centres at Secunderabad and Gurugram. RailTel has created a slew of digital services like cloud, hosting, hosted Video Conferencing service, Aadhar Services, Content delivery platform, WIFI as a service etc. RailTel has strong capabilities in managing telecom infrastructure, MPLS network infrastructure, data centre services like as (Infrastructure as a Service) and PaaS (Platform as a Service).

B) \_\_\_\_\_ (DETAILS OF SECOND PART)

C) RailTel had floated an **EOI No: . dated \_\_\_\_\_ pursuant to the RFP floated by End Customer for “\_ for End Customer Organization for agreed Scope of Work”(hereinafter referred as “The said work/project/tender”)**, and subsequently, based on the offer submitted by M/s **XXXX** towards the RailTel’s EOI, M/s **XXXX** has been selected by RailTel as Business Associate for the said Project.

D) RailTel is in the process of participating in the tender issued by end customer, complete details of which have deliberately not been shared with **XXXX** and **XXXX** has waived its right to get the RFP document of end customer owing to confidentiality concern raised by the end customer. However, a limited scope of work on ‘need to know basis and as detailed in clause 1.7 below, which will be carried out by **XXXX** has been shared with **XXXX** and based on the representation of “**XXXX**” that “**XXXX**” has read the said limited Scope of Work and has understood the contents thereof and that “**XXXX**” has sufficient experience to execute the said limited and defined scope of work, the Parties have mutually decided to form a “Business association” wherein RailTel shall act as the “Bidder” and “**XXXX**” shall act as the “business associate” in terms of the said Tender and in accordance to the terms agreed hereunder;

E) RailTel shall submit Rupees YYYY as BG against pre integrity pact at the time of submission of bid as an Integrity Pact bank guarantee to end customer and accordingly "XXXX" shall submit Rupees ZZZZ as BG of pre integrity pact on back-to-back basis to RailTel before final submission of the said bid to end customer. **(This is applicable on cases to case basis as per CIAL requirement. May please read in conjunction of the current RFP.)**

F) Party hereby acknowledges that RailTel has received Rs. /- (Rs. \_\_\_\_\_) from M/s XXXX as per the Terms and conditions of EOI no. dated \_\_\_\_.

G) The Parties are thus entering into this Agreement to record the terms and conditions of their understanding and the matters connected therewith.

RailTel has agreed to extend all the necessary and required support to "XXXX" during the entire contract period.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein it is hereby agreed by and between the Parties hereto as under:

### 1. SCOPE OF CO-OPERATION

- 1.1. Parties have agreed to form a "business association" to co-operate with each other on an exclusive basis with respect to execution of the said Project.
- 1.2. It has been further agreed between the Parties that Parties shall not bid individually for the said Project nor shall they enter into any arrangement with other parties for the purpose of bidding for the said Project during the validity of this Agreement.
- 1.3. The Parties also agree that the terms of the said EOI for limited and defined scope of work along with the Corrigendum's issued thereafter shall apply mutatis-mutandis to this Agreement.
- 1.4. The Parties further agree that they shall, enter into a 'Definitive Agreement' containing elaborate terms and conditions, role and responsibilities and respective scope of work of this Agreement after declaration of RailTel as the successful bidder of the said Project.
- 1.5. RailTel shall submit the PBG amounting Rs. XXXXX, earnest money deposit / EMD declaration (whichever is applicable) and performance bank guarantee to **End customer** and accordingly "XXXX" shall submit to RailTel, BG amounting to Rs. \_\_\_\_\_ as the earnest money deposit. Further, XXXX shall also pay the performance bank guarantee in proportionate to the extent of its defined scope of work.
- 1.6. RailTel may further retain some portion of the work mentioned in the end organization's RFP, where RailTel has competence so that overall proposal becomes most winnable proposal.

XXXX agrees, undertakes and acknowledges that following shall be Scope of Work of XXXX out of the total project work.:

2. Technical Terms – As per CIAL/RCIL document

### 3. TERM AND TERMINATION

- 3.1. This Agreement shall come into force as of the date of signing and shall continue to be in full force and effect till the complete discharge of all obligations, concerning the carrying out of the said Project, except terminated earlier by the Parties in terms of this Agreement or in terms of the said project, whichever is applicable.
- 3.2. This Agreement can be terminated by either Parties forthwith in the event of happening of the following events:
  - (a) End customer announces or notifies the cancellation of the said Project and / or withdrawing the said RFP.
  - (b) The receipt of an official communication that End customer chooses not to proceed with RailTel for the said Project or RailTel is not short listed by End customer.
  - (c) Material breach of any of the terms and conditions of this Agreement by either of the Parties and the same is not rectified by the defaulting Party beyond 15 (fifteen) days (or a reasonable time period as mentioned under the notice issued by the other Party) from the date of receipt of notice from the other Party to cure the said breach.

3.3. Parties agree and understand that as of the execution of this Agreement they are contractually bound and obligated to perform the services, obligations and the scope of work entrusted, should RailTel be declared as the successful bidder of the said Project. Any Party shall not withdraw its participation subsequent to execution of this Agreement, at any point in time except in case of material breach of any of the terms of the Agreement.

3.4. In case "XXXX" breach the terms of Agreement i.e. defaulting party in such case the balance unsupplied quantity or service shall be completed by RailTel i.e. non-defaulting party and cost for completion of that balance unsupplied quantity or service of such defaulting party shall be executed by RailTel at the risk and cost of such defaulting party.

#### **4. Liability:**

It is understood that the parties are entering into this pre-bid teaming agreement for requirement of submission of bid against the RFP floated by end customer for Implementation of Network Security System and Integration for end Customer Organization. Parties acknowledge and agree that "XXXX" shall be completely liable for the successful execution of this project, in relation to its defined scope of work (as detailed in clause 1.7 above), fully complying the end customer requirements. Accordingly, it is agreed that notwithstanding anything contained in the RFP document, "XXXX" shall be liable to RailTel with regard to its obligations and liability to complete the agreed and defined scope of work as detailed in clause 1.7 above.

#### **5. EXCLUSIVITY**

Parties agree to co-operate with each other for the purpose of the said Project on an exclusive basis with respect to applying for, submitting and execution of the said Project including providing of technical demo, proof of concept for the agreed and defined scope of work.

#### **6. PAYMENT TERMS**

The payment terms between the parties shall be only on receipt of payment from end customer.

#### **7. TAXES**

Parties agrees that they will comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed / levied on them by the Indian - Income Tax Authorities, for the payments received by them for the Project under this agreement and any other taxes, cess, surcharge, etc. for their respective scope of works;

#### **8. INDEMNIFICATION**

8.1 Parties agree to and undertake to indemnify and hold each other, its officers, directors, agents and employees harmless, from and against any and all claims, demands, causes of action, losses, damages, costs and expenses (including attorney's reasonable fees, costs of investigation and defence) arising out of or resulting from any claim, action or other proceeding (including any proceeding by any of the indemnifying party's employees, agents or contractors) based upon:

- i. any breach or contravention of any of the terms, conditions, covenants of this Agreement by the Party;
- ii. Unethical business practices;
- iii. any acts or omission of the Party and/ or any of its employees, agents or contractors, and the liability for damages to property arising from or out of party operations in connection with the performance of this agreement;
- iv. any claim for taxes that might arise or be imposed due to this performance of Services hereunder;
- v. any representation or warranty or information furnished by the Party being found to be false;

- vi. Parties failure to pay all applicable compensation to its respective personnel;
  - vii. death or personal injury to any person;
  - viii. destruction or damage to any property by acts or omissions of either Party, its representatives or personnel;
  - ix. any violation/non-compliance by the Party with any applicable laws governmental regulations or orders;
  - x. any third-party liability;
  - xi. improper handling or misuse of the Confidential Information of the Party(ies) by the Party
- 8.2 XXXX shall be liable to all risks and consequences (including the risk of payments) suffered in the performance of services under the Project and undertakes to indemnify RailTel from and against any non-payments (of RailTel's share payable to RailTel), recoveries and claim from End Customer or any other cost or losses incurred due to default/non-performance on part of XXXX.

## **9. COMPLIANCES TO STATUTORY OBLIGATIONS**

- 9.1. Parties shall also obtain and keep in place necessary insurance policies, Medclaim policies, group insurance schemes of adequate value to cover their workmen, supervisors, etc. with regard to any accidents, injury or the liability under the Employee Compensation Act.
- 9.2. Parties shall observe and be responsible for the compliance of all labour laws (including labour cess) as per government notifications and shall maintain necessary records for the same and shall submit the same to RailTel when so required.
- 9.3. Parties shall duly maintain all records / registers required to be maintained by them under various labour laws mentioned above and shall produce the same before the concerned Statutory Authorities whenever required and called upon to do so.

## **10. LEGAL STATUS**

This Agreement constitutes a contractual relationship and shall relate solely to the Project and shall not extend to other activities or be construed to create a corporation, body corporate, partnership or any other form of legal entity.

## **11. REPRESENTATIONS AND COVENANTS**

- 11.1. Each Party represents and warrants to the other Party as follows:
  - 11.1.1. That it has full capacity, power and authority and has obtained all requisite consents and approvals to, enter into and to observe and perform this Agreement and to consummate the transactions contemplated hereunder. Each of the Persons / personnel executing this Agreement on behalf of the each of the Parties have full capacity and authority to sign and execute this Agreement on behalf of the respective Parties;
  - 11.1.2. The execution, delivery and consummation of, and the performance by it, of this Agreement shall not conflict with, violate, result in or constitute a breach of or a default under, (a) any contract by which it or any of its assets or properties, are bound or affected, and/or (b) its constitutional documents;
  - 11.1.3. This Agreement constitutes its legal, valid and binding obligations, enforceable against it, in accordance with their terms under Applicable Statutory Law(s);
  - 11.1.4. It has the right, authority and title to execute this Agreement;



**12. SUBCONTRACTING BETWEEN PARTIES**

If a Party subcontracts certain supplies or services pertaining to its scope of work to the other party, then the resulting relationship between such parties shall be governed by a separate subcontract. This Agreement shall not in any way be affected thereby except as stated otherwise in this Agreement

**13. GOVERNING LAW AND JURISDICTION**

The construction, validity and performance of this Agreement shall be governed in all respects by the Laws of India. The Parties hereby submit to the exclusive jurisdiction of the Indian courts at Delhi only.

**14. GOOD FAITH NEGOTIATION AND DISPUTE RESOLUTION**

The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.

In the event of any dispute, difference, conflict or question arising between the parties here to, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.

The sole arbitrator shall be appointed by CIAL/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the parties.

**15. FORCE MAJEURE**

“Force Majeure Event” shall mean any event beyond the reasonable control of the affected Party including acts of God, fires, earthquakes, strikes, pandemic, epidemics, lock down, and labour disputes, acts of war or terrorism, civil unrest, economic and financial sanctions, or acts or omissions of any Governmental Authority occurring on or after the Signature Date.

No Party shall be liable to the other if, and to the extent, that the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with, due to a Force Majeure Event. The Party affected by Force Majeure Event shall promptly inform the other Party in writing and shall furnish within 30 (thirty) days thereafter, sufficient proof of the occurrence and expected duration of such Force Majeure Event. The Party affected by Force Majeure Event shall also use all reasonable endeavours to mitigate the negative effects of such Force Majeure Event on such Party’s ability to perform its contractual obligations. In the event of a Force Majeure Event, the Parties shall immediately consult with each other in order to find an equitable solution and shall use all reasonable endeavours to minimise the consequences of such Force Majeure Event. The occurrence of a Force Majeure Event shall however, not relieve a Party of any obligation to pay any sum due under this Agreement prior to the occurrence of the Force Majeure Event. If the Force Majeure lasts for more than 6 (six) months, the Parties may mutually decide in writing on the future course of action with respect to this Agreement.



**16. INTELLECTUAL PROPERTY RIGHTS**

- 16.1. Each Party shall remain the sole owner of all industrial or intellectual property rights, Technical Data, Know-How, designs, specifications and the like, generated or acquired before the signature, or beyond the scope of this agreement.
- 16.2. Each Party shall remain the sole owner of all industrial or intellectual property rights, technical data, know-how, design specifications and the like generated solely by that Party during the course of the performance of this agreement and shall not be free to use it by the other party and if the other party uses that intellectual property rights prior permission shall be taken with paying necessary fees for such rights.
- 16.3. In case of joint development, the work-share and associated ownership of intellectual property of each Party shall be mutually agreed upon and defined in advance in the definitive agreement for the specific program. However, should any invention be jointly made by the Parties in the performance of this agreement, without neither Party being in a position to reasonably claim the ownership of said intellectual property right, the said right shall be jointly owned by the Parties and the corresponding measures of protection for both Parties of the said right as may be practicable shall be mutually agreed by both Parties and cost for such registration of such right shall be borne by the parties proportionately as per the ownership of the rights.
- 16.4 As on date, Parties confirms that there are no infringements of any Intellectual Property Rights of the products contemplated under this agreement, in accordance with the laws prevailing in the country.
- 16.5. The Parties undertake and confirm that the Technology / Knowhow / Design owned by each of them and intended to be put into use for execution of various Projects pursuant to this agreement has been originally developed by each of such Parties. The Parties are entitled to all the Intellectual Property Rights in Technology / Knowhow / Design intended to be put into use for execution of various Projects and no third-party Intellectual Property Rights have been put in to use either in their original or modified form without proper authorisation of such third party. The Parties further vouchsafes that the foregoing undertaking is actuated by truth and accuracy and no misrepresentation is being put into use for inducing each other to enter into this agreement.

**17. CONFIDENTIALITY**

- 17.1. During the term of this agreement, either party may receive or have access to technical information, as well as information about product plans and strategies, promotions, customers and related non-technical business information which the disclosing party considers to be confidential ("Confidential Information as per RFP tender document"). In the event Confidential Information is to be disclosed, the Confidential Information must be marked as confidential at the time of disclosure, or if disclosed orally but stated to be confidential, and be designated as confidential in writing by the disclosing party summarizing the Confidential Information disclosed and sent to the receiving party within thirty (30) days after such oral disclosure.
- 17.2. Confidential Information may be used by the receiving party only with respect to the performance of its obligations under this Agreement, and only by those employees of the receiving party and its subcontractors who have a need to know such information for purposes related to this Agreement, provided that such subcontractors have signed separate agreements containing substantially similar confidentiality provisions. The receiving party must protect the Confidential Information of the disclosing party by using the same degree of care to prevent the unauthorized use, dissemination or publication of such Confidential Information, as the receiving party uses to protect its own confidential information of like nature.
- 17.3. The obligations is not applicable to any information which is:
- 17.3.1. Already known by the receiving party prior to disclosure;
- 17.3.2. Publicly available through no fault of the receiving party;

- 17.3.3. Rightfully received from a third party without being responsible for its confidentiality;
- 17.3.4. Disclosed by the disclosing party to a third party without being responsible for its Confidentiality on such third party;
- 17.3.5. Independently developed by the receiving party prior to or independent of the disclosure;
- 17.3.6. Disclosed under operation of law;
- 17.3.7. Disclosed by the receiving party with the disclosing party's prior written approval.
- 17.4. XXXX agrees and acknowledges that XXXX, its Partners, employees, representatives etc. by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall be deemed to be "Connected Persons" within the meaning of SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be bound by the said regulations while dealing with any confidential and/ or price sensitive information of RailTel. XXXX shall always and at all times comply with the obligations and restrictions contained in the said regulations. In terms of the said regulations, XXXX shall abide by the restriction on communication, providing or allowing access to any Unpublished Price Sensitive Information (UPSI) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel
- 17.5 Notwithstanding anything contained in this agreement, XXXX undertakes, agrees and acknowledges that being RailTel's Business Associate, XXXX shall maintain utmost confidentiality in relation to said Project. XXXX further, undertakes that any information relating to said Project which is or will be disclosed/ divulged by RailTel on need to know basis, will be received and treated by XXXX as strictly confidential and XXXX shall not, without the prior written consent of the RailTel or as expressly permitted herein, disclose or make available to any other person such information.

## 18. NOTICES

Notices, writings and other communications under this Agreement may be delivered by hand, by registered mail, by courier services or facsimile to the addresses as set out below:

To RailTel Corporation Of India Limited

To: RailTel Corporation of India Ltd

Attn: Executive Director / Southern Region

Address: 1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road, Opp. Shoppers Stop, Hyderabad-500016 No.: +91-40-27788000

To XXXX

To: XXXX

Kind Attn: \_\_\_\_\_ Address: \_\_\_\_\_ Mob. \_\_\_\_\_ No.: \_\_\_\_\_  
Email: \_\_\_\_\_

## 19. AMENDMENT

No amendment or modification or waiver of any provision of these presents, nor consent to any departure from the performance of any obligations contained herein, by any of the Parties hereto, shall in any event be valid and effective unless the same is in writing and signed by the Parties or their duly authorized representative especially empowered in this behalf and the same shall be effective only in respect of the specific instance and for the specific purpose for which it is given.

## **20. PRIOR UNDERSTANDING**

This Agreement contains the entire Agreement between the Parties to this Agreement with respect to the subject matter of the Agreement, is intended as a final expression of such Parties' agreement with respect to such terms as are included in this Agreement is intended as a complete and exclusive statement of the terms of such agreement, and supersedes all negotiations, stipulations, understanding, Agreements, representations and warranties if any, with respect to such subject matter, which precede or accompany the execution of this Agreement.

## **21. GENERAL**

### **21.1. Binding Effect:**

This Agreement shall be binding upon and inure to the benefit of the Parties here to and their respective legal successors.

### **21.2. Counterpart:**

This Agreement may be executed simultaneously in 2 (two) counterparts, each of which shall be deemed to be original and all of which together shall constitute the same Agreement.

### **21.3. Non-Partnership:**

21.3.1. This Agreement shall be on a principal-to-principal basis and shall not create any principal- agent relationship between the Parties.

21.3.2. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties or otherwise entitle either Party to have an authority to bind the other Party for any purpose.

### **21.4. Severability:**

In the event any provision of this agreement is held invalid or un-enforceable by a court of competent jurisdiction, such provision shall be considered separately and such determination shall not invalidate the other provisions of this agreement and annexure/s which will be in full force and effect.

### **21.5. Waiver:**

A failure by any Party to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time.

### **21.6. Time is of essence:**

Time is the essence of this agreement and the Parties herein agree and acknowledge to abide by the same.

## **22. Miscellaneous**

22.1. No Party to this agreement will have any rights or obligations arising from or in relation to this agreement in excess of those rights and obligations expressly declared herein.

22.2. No Party to this agreement is entitled to sell, assign or otherwise transfer any of its rights and/or obligations arising from or in relation to this agreement to any third party, without the prior written consent of the other Party of this agreement.

22.3. Each Party shall be solely responsible for its own actions or failures to act and for its own commitments and undertakings. Neither Party shall present itself as the representative or agent of the other Party, nor shall it

have the power or the authority to commit the other Party, unless it receives the other Party's prior written consent.

22.4. No release shall be made by any Party to the news media or the general public relating to this agreement and/or the subject matter thereof without prior written approval of the other Party.

22.5. During the term of this agreement, each party shall refrain from taking any action or attempt to take any action with the intent of impairing or causing prejudice to the business relationship, whether existing or prospective that subsists between the other party and its customers and business partners. Each party shall also desist from inducing or influencing or attempting to induce or influence any customer or business partner, whether existing or prospective of the other party, resulting into prejudice or detriment to business prospects of the other party.

Furthermore, Parties shall not compete with or cause detriment to the business prospects of each other by making use of confidential information, whether in its embodied or disembodied form, shared pursuant to this agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

For RailTel Corporation Of India Limited

For XXXX

Authorised Signatory

Authorized Signatory

Name:

Name

Designation:

Designation:

In Presence of witness

Signature:

Signature:

Name:

Name:

Address:

Address:

**32.11 ANNEXURE 12****FORMAT FOR AFFIDAVIT TO BE UPLOADED BY BA ALONGWITH THE EOI****DOCUMENTS**

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 200/-The paper has to be in the name of the BA) \*\*

I \_\_\_\_\_ (Name and designation) \*\* appointed as the attorney/authorized signatory of the BA (including its constituents), M/s (hereinafter called the BA) for the purpose of the EOI documents for the work of \_\_\_\_\_ as per the EOI No.

of (RailTel Corporation of India Limited), do hereby solemnly affirm and state on the behalf of the BA

including its constituents as under:

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

VERIFICATION

SEAL AND SIGNATURE OF THE

DEPONENT

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

DEPONENT

Place:

Dated:

SEAL AND SIGNATURE OF THE BA

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

Signature of Bidder .....

Name: .....

Designation .....

Place: .....

Date: .....

Seal of BA Organization

## **Annexure-I**

### **RFP for 100Mbps Internet Leased Line for LPSC**

#### **1. SCOPE OF WORK**

To provide 100 Mbps Internet leased line (ILL) connectivity on uncompressed, unshared leased line (Optical Fiber Cable) (1:1) for LPSC, Valiamala Campus on rental basis with last mile connectivity. This includes installation, commissioning, testing & maintenance of the complete link for three years including the routing devices configured in redundant mode (with 2 devices) from the date of installation as per LPSC requirements. The connectivity services from M/s RailTel may be extended on the basis of satisfactory services delivered throughout the contract period. The connectivity may be extended year-to-year basis after the initial 3 years with the paying applicable annual usage charges as mentioned in the price bid in advance.

The necessary hardware and software required for the establishment of fully functional leased lines has to be provided by M/s RailTel, Trivandrum. The minimum guaranteed bandwidth at any time is 100 Mbps for the Internet leased line. The Service provider shall ensure that the proposed solution/components/services are as per applicable regulations in GoI. The Service provider shall submit architecture diagram of the link along with the offer.

#### **2. Period of Contract:**

2.1 The Contract shall initially be valid for a period of Three (3) years.

2.2 The connectivity services may be extended on the basis of satisfactory services provided on year-to-year basis after the initial 3 years with the paying applicable usage charges in advance.

#### **3. Payment Terms:**

80% Payment shall be made after delivery of hardware items and 20% against within 30 days after commission the facility at LPSC, Valiamala campus.

The payment towards the usage charges towards the connectivity after the contract period of 3 years shall be made by the LPSC in advance annually as per the agreed amount in the price bid format.

#### **4. Delivery Period**

The ILL connectivity should be established within Three months from date of Purchase Order.

#### **5. Service Level Agreement (SLA)**

Service Level Agreement as per Annexure-II may be signed and submitted along with the acceptance of the PO.

## **6. Fall Clause**

The rates charged under this Contract by the Service Provider should in no event exceed the lowest charges at which the Service Provider provides service of identical description to any of their other clients during the period of contract. If at any time, during the said period, the contractor reduces the cost of service to any other party, the contractor shall forthwith notify such reduction of charges applicable to LPSC and the charges payable under the contract for the services procured after the date of coming into force of such reduction of license charges shall stand correspondingly reduced.

## **7. Liquidated Damages**

If the Supplier fails to deliver the item within the time specified in the Order or any extension thereof, LPSC shall recover from the Supplier as liquidated damages a sum of one-half of one percent (0.5 percent) (0.5%) of the ordered price of the un-delivered item for each calendar week of delay. The total liquidated' damages shall not exceed ten percent (10%) of the Order price of the item or items so delayed.

## **8. Non-Disclosure Agreement (NDA)**

A Non-Disclosure Agreement (NDA) as per the format by LPSC shall be duly filled and signed at your end and return back the same along with order acceptance.

## **9. Parallel/AdHoc Contract**

LPSC reserves the right to enter into parallel Contracts simultaneously or at any time during the period of this Contract with one or more Service Providers and to place adhoc Contract or Contracts simultaneously or at any time during the period of this Contract with one or more Service Providers

## **10. Sub-Letting of Assignments**

The Service Provider shall not assign the Contract/Purchase Order to any other agency in whole or in part, to perform its obligation under the Contract, without the prior written Consent of LPSC.

## **11. Arbitration**

In the event of any dispute or difference arising out of or in connection with this order, such dispute or difference shall be settled amicably by mutual consultation or through the good offices of the respective parties. If such resolution is not possible, then the unresolved dispute or difference shall be referred to the Sole Arbitrator in accordance with the rules and procedures of the Arbitration and Conciliation Act of 1996 or, any re-enactment or modification thereof. The decision of the Arbitrator shall be final and binding upon the parties and the expenses for the arbitration shall be paid as may be determined by the Arbitrator. The Arbitrator may with the consent of both the parties extend the time for making the Award. The Arbitration shall be held at Bangalore, India in the Arbitration and Conciliation Centre - Bengaluru (Domestic and International) as per its rules and regulations.



## **12. Termination of Contract**

- a) The Service Provider shall provide the Services as per the Scope of Work in terms of the quality, standards and as per the SLA terms of the tender. The quality of service shall be outstanding and any deviation on account of quality of services shall give a right to LPSC to terminate the Contract forth with. In addition to any other rights or remedy available to LPSC, it may terminate the Contract, at its option in whole or part in case of any of the following violations by the Service Provider: -
- b) The Service Provider refuses to render all or any of the Services which the Service Provider is required to render under the Contract, or refuse to render the same within the time or in the manner or otherwise according to the Contract
- c) The Service Provider becomes incapable of or unable to perform the Contract; death or dissolution of Service Provider or commencement of liquidation or winding up proceedings or appointment of a Receiver or insolvency of the Service Provider;
- d) Service Provider assigns or sub-lets the work under the Contract without the prior written permission from LPSC;
- e) If at any time, it is found that any of the information/document provided by the Service Provider is false;
- f) In all the above cases, the Contract shall be terminated by giving 15 days' advance written notice to the Service Provider. However, the termination notice may be revoked provided the Service Provider rectifies the drawbacks/defaults within notice period to the satisfaction of the LPSC. No consequential damages shall be payable by the LPSC to the Service Provider in the event of such termination

## **13. Applicable Law & Jurisdiction**

The Contract shall be interpreted, construed and governed by the laws of India. The courts within Trivandrum only shall have jurisdiction to deal with and decide on any matter arising out of the contract.

## **14. Force Majeure**

Neither RailTel nor the LPSC--shall be liable to the other for any delay in or failure of performance of their respective obligation under the agreement caused by occurrences beyond the control of RailTel or the LPSC including but not limited to fire (including failure or reductions), act of God, acts to the public enemy, was, insurrections, riots, strikes, lockouts, sabotage, any law, status or ordinance, thereof of any other local authority, or any compliance therewith or any other causes, contingencies of circumstances similar to the above. Either party shall promptly but not later than twenty days thereafter

notify the other of the commencement, and cessation of such contingencies, and if such contingencies continue beyond three months. Both parties agree upon the equitable solution for termination of this agreement or otherwise decide the course of action to be adopted.

The details and specification of firewall devices to be supplied for establishing the 100 Mbps Internet Leased Line connectivity (1:1) is attached as **Annexure-IV**. The price bid format may be submitted as per **Annexure-III**.

## **Annexure-II**

### **SLA for 100 Mbps Internet Leased Line (1:1)**

No. \_\_\_\_\_

Dated \_\_\_\_\_

#### **Service Level Agreement for Leased Circuits**

THIS AGREEMENT is made at LPSC/ISRO on <Date> BETWEEN RAILTEL CORPORATION OF INDIA LIMITED, a company incorporated under the Companies Act 1956, having its Registered Office at 10<sup>th</sup> Floor, Bank Of Baroda, 16, Sansad Marg, New Delhi, 110001 (hereinafter referred to as "RAILTEL" which expression unless repugnant to the context, or meaning thereof, be deemed to mean and include its successors or permitted assigns) of the one part:

AND

M/s-Liquid Propulsion Systems Center, (LPSC), ISRO (hereinafter referred to as LPSC having its registered office at Valiamala, Nedumangadu, Trivandrum, 695547, which expression shall unless repugnant to context, or meaning thereof, be deemed to mean and include its successors or permitted assigns) of the other part.

NOW THE AGREEMENT WITNESSETH as follows:

#### **1. Contract Period**

The validity of this contract shall be for 3 Year. The contract period can be extended by mutual agreement of both sides.

#### **2. General Conditions**

- 2.1 This agreement is applicable to the circuits leased to the LPSC Valiamala campus by RailTel as per details in Annexure 'A'
- 2.2 During the period of SLA, the RailTel shall ensure proper functioning of leased circuits for an uptime of 99.5 %
- 2.3 The availability of service and rebate structure is given in Annexure 'B'.
- 2.4 The SLA will be for the circuits having their location/s as defined in Annexure-A.
- 2.5 LPSC shall provide reliable and regulated A/C Power Supply for working of the network termination unit (NTU) all the time and required Rack space for placing the termination equipment.
- 2.6 For the purpose of measurement, "**downtime**" or "**fault duration**" constitutes any period of time during which the Leased Circuit is unable to transfer data

due to the reasons assignable to RailTel network. Causes of downtime include but are not limited to

- ◆ Leased Circuit equipment ( i.e. NTU) failures, supplied by RailTel to LPSC.
- ◆ Circuit Outage (at RailTel end only).
- ◆ Leased Circuit device hardware failure/ malfunction (at RailTel end only).
- ◆ Leased Circuit software failures/ malfunction.
- ◆ Power outages (RailTel).
- ◆ Human error (RailTel).
- ◆ Process failure (RailTel).
- ◆ Local Loop failure between the RailTel node and LPSC's node.

Downtime ends upon the successful transmission of data to and from such site or circuit being shown transmitting data as per prescribed testing procedure of RailTel.

2.7 The leased circuit shall be kept for 48 hours for trouble free operation after which the circuit shall be deemed to be commissioned. The date and time of commissioning shall be jointly signed by RailTel and LPSC.

2.8 The planned interruptions in service will be taken in the night and duration shall not exceed more than 6 hours. This shall not be counted towards calculation of service unavailability. However planned interruptions if taken during daytime shall be taken as failures and counted towards unavailability of service

### 3. **Determination of Fault Duration**

3.1 Fault of duration up to 15 minutes at a stretch shall be excluded from fault duration for the purpose of calculating availability (uptime) of the circuit.

3.2 Any fault duration (i.e. downtime) shall be calculated after subtracting 15 minutes.

3.3 The period in which LPSC premises is found closed or no staff is available when RailTel staff visits the premises for testing or want to test the circuit from RailTel location be excluded from fault duration.

3.4 LPSC shall provide all necessary assistance and access to its facilities for preventive and corrective maintenance to RailTel staff all the time.

3.5 In addition to the above following shall be excluded from fault duration:

- (i) Unavailability of circuit due to power failure at LPSC end.
- (ii) Unavailability of circuit due to mishandling of RailTel equipment (NTU) or any cables attached to such equipment at LPSC end.
- (iii) Unavailability of circuit due to LPSC equipment/ network at either end of the circuit.

(iv) Unavailability of circuit due to force majeure.

**4. Procedure of Fault booking**

4.1 A focal point from M/s RailTel Shall assigned as the focal point for LPSC and shall take care all the service requests from LPSC during the contract period

**5. Restoration of Faults**

5.1 On receipt of complaint, RailTel shall make its best efforts to localize the fault and restore the same at the earliest. The LPSC--shall provide all necessary support for enabling testing of the circuit at any hour of the day.

5.2 In case the LPSC is unable to provide necessary facilities to RailTel, RailTel will test the circuit on its own to the last point feasible and clear the fault docket after rectification of the fault. Circuit shall be presumed to be restored when RailTel has tested the circuit and cleared the fault docket after finding that the circuit is capable of working properly. The fault duration shall be accounted accordingly.

5.3 It will be responsibility of RailTel to show proper working of circuit on end-to-end basis through use of test instruments by sending test data while at the same time keeping the bit error rate within limits. Once circuit is brought to right condition through such tests and the data transfer by LPSC--equipment does not take place, it shall be the responsibility of the LPSC--to take necessary action at his end. The downtime will end and soon as RailTel staff is able to show end-to-end data transfer using test instruments.

**6. SLA rebates:**

6.1 The SLA rebate structure is given in Annexure-B.

**7. Severability**

Should any part of this agreement be declared unenforceable to TRAI through direction/ order / regulation or if terms of license of RailTel are changed through any amendment or order of the Government, the parties will cooperate and take all appropriate steps to amend, modify or alter this agreement.

## Annexure 'A'

1. Name :

2. Details of circuit

S.No	Leases Circuit bandwidth (Mbps)	'A' end Address	Effective date of SLA

### **Availability of Service and rebate structure**

Monthly Uptime – 99.5 % and above with Last Mile Connectivity in Ring Protection

In case of any breakdown in services beyond that is stipulated in the SLA commitment, customer will consider the breakdown as downtime and necessary penalty can be imposed. Customer has to open a ticket with the helpdesk in case of a breakdown. Escalation matrix will be given for escalation in case required.

- a) "Uptime": uptime shall mean the time period for which the specified services / components with specified technical and service standards are available to customer. Uptime, in percentage, on any component can be calculated as  $\text{Uptime} = [1 - \text{downtime} / \text{total time}] \times 100$ .
- b) "Downtime": Downtime is the time the services and facilities are not available and excludes initial 15 minutes from the time of fault logging, scheduled outages planned in advance for the network and the link failures at customer end (Customer end Power / UPS / Network / Support services etc. are excluded from downtime calculation), force majeure.
- c) RailTel has to ensure the following service level requirements (SLR) for the following components. The SLA will be on Quarterly basis. Customer has provision to intimate our helpdesk at <contact details> at least 24 hours in advance to keep the link on proactive monitoring in case of special events

No	Item	Availability	Deduction*
1	Internet Leased Line Connectivity	99.5% or above	No penalty.
		<99.50% & >= 99.00 %	0.5 % of Quarterly cost
		<99.00 % & >= 98.00 %	1 % of Quarterly cost
		<98.00 % & >= 97.00 %	2 % of Quarterly cost
		<97.00 % & >= 96.00 %	3 % of Quarterly cost
		<96.00 %	5 % of Quarterly cost

If SLA goes below < 95.00 % for 2 consecutive quarters, LPSC has the option to terminate the link without any liability with a 1-month notice period.

\*If acceptable to the customer, RailTel can extend the service duration for the hours the service was disrupted in lieu of the above penalty

- d) The service will be provisioned in a ring network so that alternate/redundant path will be active in the event of failure in one route.

## Annexure-III

### Price Bid Format

SI No	Item Description	Make/ Model	Total Charges excl. GST	Any other Charges (installation & Commissioning ) excl. GST	Total Charges Excl. GST
1	100 Mbps ILL (1:1) for 3 years + Supply of 2 Nos Firewall Appliance as per the specification attached in Annexure-IV with 3-year Support				
2	100 Mbps ILL (1:1) – Annual Recurring usage charges – 4th Year Onwards				

Applicable GST %-----