



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

**Expression of Interest for Selection of Partner from Empaneled Business Associate for
EXCLUSIVE PRE-BID TEAMING ARRANGEMENT**

For

**Hiring a Consultancy Firm for the Assessment of International Bandwidth and Last Mile
Connectivity Requirements to Support Digital Trade in Bhutan**

EOI No: RCIL-CO0MKTG(MISC)/15/2024 dated 04-07-2024

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

EOI NOTICE

EOI Notice No: RCIL-CO0MKTG(MISC)/15/2024 dated 04-07-2024

RailTel Corporation of India Ltd., (here after referred to as “RailTel”) invites EOI from RailTel’s Empaneled Associates for the selection of suitable partner as Exclusive pre bid teaming arrangement for “Hiring a Consultancy Firm for the Assessment of International Bandwidth and Last Mile Connectivity Requirements to Support Digital Trade in Bhutan:

The important dates and highlights are as under:

1	EOI no.	RCIL-CO0MKTG(MISC)/15/2024 dated 04-07-2024
2	EOI Publishing date	4 th July 2024
3	Due date and time for submission of Bid	Before 10 th July 2024 at 12:00 Hours
4	Date and Time of Bid opening	10 th July 2024 at 12:30 Hours
5	Mode of response requested	Via email (password protected pdf)
6	EOI fees	Nil
7	Number of copies to be submitted	One
8	Token EOI EMD	Rs. 2,10,000/- (Two Lakh and Ten thousand Only) to be online before the EOI submission date & time.
9	EOI published on	www.railtelindia.com

The EMD should be in the favor of RailTel Corporation of India Limited to be paid at Delhi through online bank transfer. Partner needs to share the online payment transfer details like UTR No. date and Bank along with the EOI response.

RailTel Bank Details: Union Bank of India, Account No. 340601010050446, IFSC Code - UBIN0534064, A/c name: RailTel Corporation of India Ltd.

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

Level:1

Contact: Shahwaz Beg

Designation: AGM/Mktg

Email: sbeg@railtelindia.com

Contact: +91-9717644177

Level:2

Contact: Rabi Andrew

Designation: GGM/Marketing & Regulatory

Email: rabiandrew@railtelindia.com

Note:

1. Empaneled Associates are required to submit password protected pdf copy of techno-commercial bid through an e-mail at eoiebc@railtelindia.com duly signed by Authorized Signatories with Company seal and stamp before due date of bid submission. Password to be shared via email at the time of bid opening to the same email ID.
2. The EOI response is invited from eligible **Empaneled Associates of RailTel only**.
3. All the document must be submitted with **proper indexing** and **page no**.
4. This is an **exclusive pre-RFP partnership arrangement with empaneled business associate of RailTel for participating in the end customer RFP**. Selected partner's authorized signatory has to give an undertaking they will not submit directly or indirectly their bids and techno-commercial solution/association with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to end customer organization by RailTel). This undertaking has to be given with this EOI Response.
5. **Transfer and Sub-letting**. The Business Associate has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
6. The selected partner has to sign agreement with RailTel as per the template enclosed to this EOI in Annexure-10.

Table of Contents

EOI Notice	2
Introduction about RailTel	5
Project Background and Objective of EOI.....	7
Scope of Work.....	7
Response to EOI guidelines.....	8
Eligibility Criteria for Business Associates of RailTel.....	10
Evaluation Criteria	12
Payment Terms.....	12
SLA.....	13
 Annexures:	
Annexure 1: Bidder's Profile	14
Annexure 2: Format for Covering Letter	15
Annexure 3: Format for Self-Certificate & Undertaking	16
Annexure 4: Undertaking for not Being Blacklisted/Debarred	18
Annexure 5: Format of Affidavit	19
Annexure 6: NDA format	21
Annexure 7: No Deviation & Compliance Certificate	26
Annexure 8: Bank Guarantee template.....	27
Annexure 9: Price Bid Format (BOQ) - Summary of Costs	29
Annexure 9(A): Breakdown of Remuneration	30
Annexure9(B): Breakdown of Reimbursable Expenses	32
Annexure 10: Consortium Agreement Template	33
Annexure 11: End customer RFP document	38

1. Introduction about RailTel

RailTel Corporation of India Limited (RailTel), an ISO-9001:2000 organization is a Mini Ratna Government of India undertaking under the Ministry of Railways. The Corporation was formed in Sept 2000 with the objectives to create nationwide Broadband Telecom and Multimedia Network in all parts of the country, to modernize Train Control Operation and Safety System of Indian Railways and to contribute to realization of goals and objective of national telecom policy 1999. RailTel is a wholly owned subsidiary of Indian Railways.

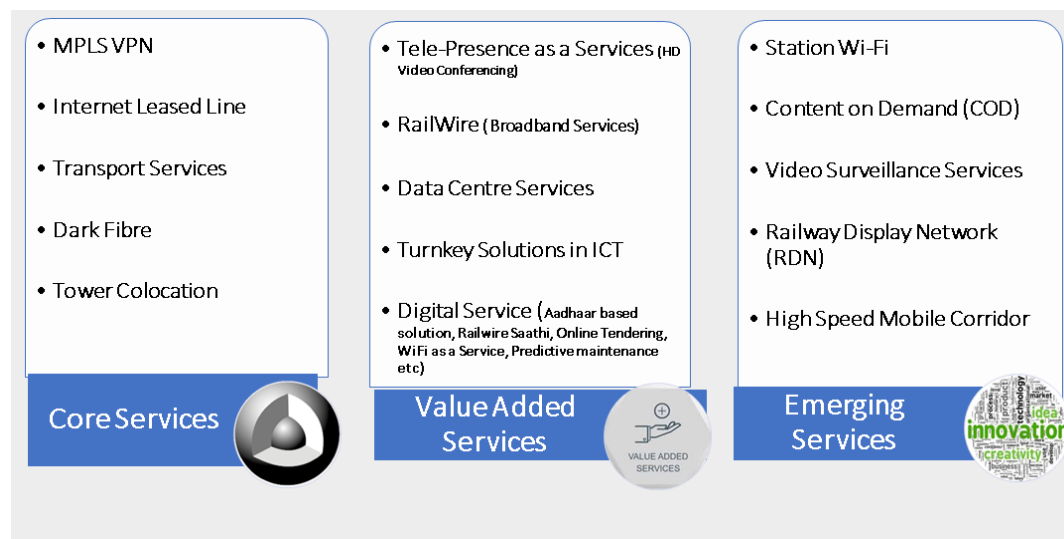
RailTel has approximately 61000 kms of OFC along the protected Railway tracks. The transport network is built on high capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon and Secunderabad hosting / collocating critical applications. RailTel is also providing Telepresence as a Service (TPaaS), where a High Definition Video Conference facility bundled with required BW is provided as a Service.

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

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

Licenses & Service portfolio:

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



a) Carrier Services

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

b) Enterprise Services

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

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

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

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

e) Retail Services – RailWire

RailWire: Triple Play Broadband Services for the Masses. RailTel has unique model of delivering broadband services, wherein local entrepreneurs are engaged in delivering &

maintaining broadband services and up to 66% of the total revenues earned are shared to these local entrepreneurs in the state, generating jobs and revitalizing local economies. On date RailTel is serving approx 5,00,000 subscribers on PAN Indian basis. RailTel can provide broadband service across– Government PSU or any organization's officers colonies and residences.

2. Project Background and Objective of EOI

RailTel intends to participate in **RFP floated** by end Customer organization for **“Hiring a Consultancy Firm for the Assessment of International Bandwidth and Last Mile Connectivity Requirements to Support Digital Trade in Bhutan”** with RFP No. BT-GOVTECH-FBS-12 DECEMBER 2023 dated 1st June 2024.

RailTel invites EOI from RailTel's Empaneled Associates for the selection of suitable consortium partners for participating in above mentioned work for the agreed scope work. The empaneled Associate is expected to have excellent execution capability and good understanding of customer local environment.

3. Scope of Work:

The scope of work and deliverables of the Customer organization RFP for **“Hiring a Consultancy Firm for the Assessment of International Bandwidth and Last Mile Connectivity Requirements to Support Digital Trade in Bhutan”** is as below : -

- (i) Deliverable 1: Inception Report and Work Plan**
- (ii) Deliverable 2: Report on assessment of Broadband Market Structure and Connectivity Needs**
- (iii) Deliverable 3: IRU Bidding Documents for Procurement of International Bandwidth**
- (iv) Deliverable 4: Bidding Documents for Last Mile Connectivity for Digital Trade**

The above scope of work is indicative and the detailed scope of work is given in the end customer RFP documents with latest amendments and clarifications. The end customer RFP document is enclosed to this EOI as Annexure-11

In case of any discrepancy or ambiguity in any clause / specification pertaining to scope of work area, the RFP released by end customer organization shall supersede and will be considered sacrosanct. (All associated clarifications, response to queries, revisions, addendum and corrigendum, associated prime service agreement (PSA)/MSA/SLA also included.)

Business Associates can participate as a sole bidder and will be responsible for all the conditions mentioned in the end customer RFP.

No consortium bid is allowed.

Special Note: RailTel may retain any portion of the work mentioned in the end organization RFP, where RailTel has competence so that overall proposal becomes most winnable proposal and also to meet the tender conditions if any.

4. Response to EOI guidelines

4.1 Language of Proposals

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

4.2 RailTel's Right to Accept/Reject responses

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

4.3 EOI response Document

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

All pages of the documents shall be signed by the bidder including the closing page in token of his having studied the EOI document and should be submitted along with the bid.

4.4 Period of Validity of bids and Bid Currency

Bids shall remain valid for a period of 180 days from the last date of submission of bids to end Customer organization.

4.5 Bidding Process

The bidder shall submit both the Technical Proposal and Financial Proposal at the same time in PDF files (each PDF file will be protected by separate password) through electronic transmission to the email address mentioned in EOI notice on or before the due date of bid submission. Password to be shared via email at the time of bid opening to the same email ID.

4.6 Bid Earnest Money (EMD)

4.6.1 The Business Associate shall furnish a sum as given in EOI Notice via online transfer from any scheduled bank in India in favour of "RailTel Corporation of India Limited" along with the offer. This will be called as **EOI EMD**.

4.6.2 Offers not accompanied with valid EOI Earnest Money Deposit shall be summarily rejected.

4.6.3 Return of EMD for unsuccessful Business Associates: EMD of the unsuccessful Business Associate shall be returned without interest after completion of EOI process.

4.6.4 Return of EMD for successful Business Associate: Earnest Money Deposit of the successful bidder will be discharged / returned as promptly as possible after the receipt of security deposit from the Customer and or on receipt of Security Deposit Performance Bank Guarantee as applicable (clause no. 4.7) from Business Associate whichever is later.

4.6.5 Forfeiture of EMD (and or Penal action as per EMD Declaration:

4.6.5.1 The EMD may be forfeited and or penal action shall be initiated if a Business Associate withdraws his offer or modifies the terms and conditions of the offer during validity period.

4.6.5.2 In case of non-submission of SD/PBG (as per clause no. 4.7) lead to forfeiture of EMD and /or suitable action as prescribed in the EMD Declaration shall be initiated as applicable.

4.7 Security Deposit / Performance Bank Guarantee (PBG)

4.7.1 The successful bidder has to furnish security deposit in the form of Performance Bank guarantee @ 5 % of issued PO/ LOA value, the same should be submitted within 30 days of issue of LOA/PO and valid for a period of one year, failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of LOA/PO. This PBG should be from a Scheduled Bank.

4.7.2 PBG claim period should also be till 1 year after PBG Validity.

4.7.3 The Performa for PBG is given in Annexure-8 of this EOI. If the contract period gets extended, the PBG should also be extended appropriately.

4.7.4 The Performance Bank Guarantee (security deposit) will bear no interest.

4.7.5 This PBG would be released after satisfactory completion of the work.

4.7.6 A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.

4.7.7 The Performance Security will be forfeited and credited to the RailTel Corporation of India Limited (RCIL) account in the event of a breach of contract by the bidder.

4.8 Last date & time for Submission of EOI response

EOI response must be submitted to RailTel at the email address specified in the EOI notice not later than the specified date and time mentioned in the EOI notice.

4.9 Modification and/or Withdrawal of EOI response

EOI response once submitted will be treated, as final and no modification will be permitted except with the consent of the RailTel.

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

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

4.10 The bid should comprise the following documents :

4.10.1 Documents required in clause 5 of this EOI along with all required Annexures.

4.10.2 Documents as per Section 3 (Technical Proposal – Standard forms) of the end customer RFP.

4.10.3 Documents as per Section 4 (Financial Proposal – Standard forms) of the end customer RFP.

4.10.4 Any other documents, if mandatorily to be submitted as per the end customer RFP.

4.11 Clarification of EOI Response

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the Business Associate for clarification. The response should be in writing and no change in the price or substance of the EOI response shall be sought, offered or permitted.

4.12 Period of Association/Validity of Agreement

RailTel will enter into a agreement with selected bidder with detailed Terms and conditions. The copy of draft agreement is enclosed as **Annexure-10**. RailTel may further propose any change/modification in the draft before sign off.

4.13 Other than the price quoted in the financial bid, no extra reimbursement toward travel, DA, etc will be payable to the bidder.

5. Eligibility Criteria for Business Associates of RailTel

SN	Particulars	Criteria for Tender
		(Mandatory Compliance & Document Submission)
A)	General Conditions	
	The bidder should be RailTel's empaneled business associate	1.Copy of empanelment letter
B)	Financial Conditions	
i)	The bidder should be registered under Companies Act, 1956 or Companies Act 2013 or as amended and have been operating for the last 3 years.	1. Certificate of Incorporation 2. GST Registration 3. PAN Card

SN	Particulars	Criteria for Tender
		(Mandatory Compliance & Document Submission)
ii)	The bidder should also have a positive net worth & be profitable in the last 3 financial years (FY 21-22, 22-23 and 23-24).	Positive Net Worth and Profitability Certificate issued by the CA for the last three financial years (FY 21-22, 22-23 and 23-24). Certificate should contain UDIN no. issued by ICAI.
C)	Technical Conditions	
iii)	<p>The bidder should have experience of successful execution of consultancy project(s) in any one foreign country of the following value.</p> <p>Three works of Rs. 0.63 Cr each.</p> <p>(or)</p> <p>Two works of Rs. 0.84 Cr each.</p> <p>(or)</p> <p>One work of Rs. 1.26 Cr.</p>	Copy of Customer's purchase orders/ work orders along with work completion certificate.
iv)	The bidder shall have at least 50 technical personnel on its payroll.	Undertaking from authorized signatory or HR Head of the Company on its letter head.
v)	The bidder should have:- 1. ISO-9001 Certificate	Copy of valid Certificate
C)	Annexures	
vi)	Annexure 1	Bidders Profile
vii)	Annexure 2	Covering Letter: Self-certification duly signed by authorized signatory on company letter head.
viii)	Annexure 3	<p>The Bidder should agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted.</p> <p>Self-certification duly signed by authorized signatory on company letter head.</p>
ix)	Annexure-4	An undertaking signed by the Authorized Signatory of the company to be provided on letter head. The Bidder should not have been blacklisted/debarred by any Governmental/ Non-Governmental Organization in India as on bid submission date.
x)	Annexure-5	Format for Affidavit to be uploaded by partner along with the tender documents.

SN	Particulars	Criteria for Tender
		(Mandatory Compliance & Document Submission)
xi)	Annexure-6	Non-disclosure agreement with RailTel.
xii)	Annexure-7	No Deviation and Compliance Certificate
xiii)	Annexure-8	PBG Format
xiv)	Annexure-9 (A,B and C)	Price Bid Format (BOQ) (Financial Bid) with password protected PDF.
xv)	Annexure-10	Agreement Template
xvi)	Annexure-11	End customer RFP document

6. Evaluation Criteria

- 6.1 The bid will be evaluated on the basis of the Eligibility Criteria as per clause 5 above and Financials quoted by the bidder.
- 6.2 The bidder who fulfills the Eligibility criteria (clause 5 (A, B & C)) and quoted the lowest (L1) offer will be selected for pre bid arrangement for further optimizing technical and commercial solution so that most winnable solution is submitted to end customer.
- 6.4 In case if there are two or more bidder meeting eligibility criteria and quoting the same price then the bidder having experience in executing high value of single consultancy work in any foreign country will be considered as winning bidder.
- 6.5 RailTel reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants. The RailTel evaluation committee will determine whether the proposal/ information is complete in all respects and the decision of the evaluation committee shall be final.
- 6.6 All General requirement mentioned in the Technical Specifications are required to be complied.

7. Payment Terms

- 7.1 RailTel shall make payment to selected Business Associate on back-to-back basis after receiving payment from Customer for the agreed scope of work. In case of any penalty or deduction made by customer for the portion of work to be done by BA, same shall be passed on to Business Associate.
- 7.2 All payments by RailTel to the Partner will be made after the receipt of payment by RailTel from end Customer organization.

8. SLA

The selected bidder will be required to adhere to the SLA matrix as defined in the end Customer organization tender for his scope of work and the SLA breach penalty will be applicable proportionately on the selected bidder, as specified in the end Customer organization Tender. The SLA scoring and penalty deduction mechanism for in-scope of work area shall be followed as specified in the Tender. All associated clarifications, responses to queries, revisions, addendum and corrigendum, associated Prime Services Agreement (PSA)/ MSA/ SLA also included. Any deduction by Customer from RailTel payments on account of SLA breach which is attributable to Partner will be passed on to the Partner proportionately based on its scope of work.

Note: Depending on RailTel's business strategy, RailTel may choose to work with Partner who is most likely to support in submitting a winning bid.

Annexure-1: Bidder's Profile

The bidder shall provide the information in the below table:

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

Annexure 2: Format for COVERING LETTER

COVERING LETTER (To be on company letter head)

To,

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

Dear Sir,

SUB: Participation in the Eol process

Having examined the Invitation for Eol document bearing the reference number _____ released by your esteemed organization, we, undersigned, hereby acknowledge the receipt of the same and offer to participate in conformity with the said Invitation for Eol document.

If our application is accepted, we undertake to abide by all the terms and conditions mentioned in the said Invitation for Eol document.

We hereby declare that all the information and supporting documents furnished as a part of our response to the said Invitation for Eol document, are true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us, our Eol is liable to be rejected.

We hereby Submit EMD amount of Rs. _____ issued vide _____ from Bank _____.

Authorized Signatory
Name
Designation

Annexure 3: Format for Self-Certificate & Undertaking

Self-Certificate (To be on company letter head)

Eol Reference No:

Date:

To,

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

Dear Sir,

Sub: Self Certificate for Tender, Technical & other compliances

- 1) Having examined the Technical specifications mentioned in this EOI & end customer tender, we hereby confirm that we meet all specification.
- 2) We_____agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted (except pricing, termination & risk purchase rights of the RailTel). We understand and agree that RailTel shall release the payment to selected partner after the receipt of corresponding payment from end customer by RailTel. Further we understand that in case selected partner fails to execute assigned portion of work, then the same shall be executed by RailTel through third party or departmentally at the risk and cost of selected partner.
- 3) We agree to abide by all the technical, commercial & financial conditions of the end customer's RFP for the agreed scope of work for which this EOI is submitted.
- 4) We hereby undertake to work with RailTel as per end customer's RFP terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Criteria as required in the end customer's RFP terms and conditions like technical certificates, compliance documents etc.
- 5) We understand and agree that RailTel is intending to select a consortium partner who is willing to accept all terms & conditions of end customer organization's RFP for the agreed scope of work. RailTel will strategies to retain scope of work where RailTel has competence.
- 6) We hereby agree to submit that in case of being selected by RailTel as a consortium partner for the proposed project(for which EOI is submitted), we will submit all the forms, appendix, relevant documents etc. to RailTel that is required and desired by end Customer well before the bid

submission date by end customer and as and when required.

- 7) We hereby undertake to sign Pre Bid Agreement, and Non-Disclosure Agreement with RailTel on a non-judicial stamp paper of Rs. 100/- in the prescribed Format.
- 8) We undertake that we will not submit directly or indirectly out bids and techno-commercial solution/association with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to end customer organization by RailTel)
- 9) We hereby undertake that, for land border clause we are complying with the Order of Department of Expenditure (MoF) with F.No.6/18/2019-PPD dated 23/07/2020 and/or its any amendment thereof.

Authorized Signatory

Name & Designation

Annexure 4: Undertaking for not Being Blacklisted/Debarred

<On Company Letter Head>

To,

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

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

We, (Company Name), having its registered office at (Address)
hereby declares that that the Company has not been blacklisted/debarred by any
Governmental/ Non-Governmental organization in India for past 3 Years as on bid submission date.

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Bidder's Company Seal:

Annexure 5: Format of Affidavit

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY SOLE PARTNER/ALL CONSORTIUM PARTNERS) ALONGWITH THE EOI DOCUMENTS

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

I..... (Name and designation)** appointed as the attorney/authorized signatory of the 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 Ltd.), 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. 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 summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract,

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

DEPONENT
SEAL AND SIGNATURE
OF THE BA

VERIFICATION

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

DEPONENT
SEAL AND SIGNATURE
OF THE BA

Place:

Dated:

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

Annexure-6: Non-Disclosure Agreement (NDA) Format

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “**Agreement**”) is made and entered into on this ____ day of ____, 2023 (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, (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 unauthorised 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: _____

_____:

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 contract or 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.
- c) The sole arbitrator shall be appointed by CMD/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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20: UNPULISHED 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

21 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:
Title:

RailTel Corporation of India Limited:
By _____
—
Name:
Title:

Witnesse

Annexure 7: No Deviation & Compliance Certificate

BA Name_____

[Address and Contact Details]

Date.....

To,

RailTel Corporation of India Ltd.

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

Ref: EOI No. RCIL-CO0MKTG(MISC)/15/2024 dated 04-07-2024

Subject: No Deviation & Compliance Certificate

1) With reference to our Bid submitted against the above referred EOI no....., we hereby confirm that we comply with all terms, conditions and specifications of the end customer Tender Documents read in conjunction with Amendment(s)/Corrigendum(s) / Clarification(s) (if any) issued by end customer prior to last date of submission of bids and the same has been taken into consideration while submitting our bid and we declare that we have not taken any deviation in this regard.

2) We, M/s_____ hereby certify that there is no deviation from the Tender conditions either technical or commercial and I am agreeing to all the terms and conditions mentioned in the Tender Specification.

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Bidder's Company Seal:

Annexure 8: Bank Guarantee (BG) template

BG NO :
ISSUANCE DATE : DD-MM-YYYY
BG AMOUNT : Rs xxxxxxxx /-
EXPIRY DATE : xx-xx-2023
CLAIM EXPIRY DATE : xx-xx-2024

In consideration of the **RailTel Corporation of India Limited**, (CIN: L64202DL2000GOI107905) having its registered office at Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi - 110023 (Here in after called RailTel) having agreed to exempt ~~Partner Name (CIN:-)~~ having its registered office at ~~Partner's address~~ (Here in after called "the said Contractor(s)") from the demand, under the terms and conditions of **EOI NO.** made between **RailTel Corporation of India Limited** and ~~Partner Name~~ for (here in after called "the said Agreement") of security deposit for the due fulfilment by the said contractor (s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for **Rs. /- (In Words)**.

We, ~~Bank Name~~ a banking company incorporated under the Companies Act, 1956 and carrying on Banking Business under The Banking Regulation Act, 1949 and having its Registered Office at ~~Bank's Address~~ and its Central office at ~~Bank's Corporate Office Address~~ (indicate the name of the Bank) here in after referred to as "the Bank") at the request of ~~Partner's Name~~ Contractor(s) do hereby undertake to pay the **RailTel** an amount not exceeding **Rs /- (In Words)** .. 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 said Contractor(s) of any of the terms or conditions contained in the said Agreement.

We, ~~Bank Name~~ do here by undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the **RailTel** stating that the amount as claimed is due by way of loss or damage caused to or would be caused to or suffered by the **RailTel** by reason of breach by the said Contractor(s) of any terms and conditions contained in the said Agreement or by 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. /- (In Words)**.

We, ~~Bank's Name~~ undertake to pay to the **RailTel** any money so demanded not with standing any dispute or disputes raised by the Contractor(s) / Supplier(s) 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(s)/ Supplier(s) shall have no claim against us for making such payment.

We, ~~Bank's Name~~ further agree that the Guarantee here in 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(s) and accordingly discharge this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the **DD-MM-YYYY(Claim Expiry Date.)** We shall be discharged from all liability under this Guarantee thereafter.

We, ~~Bank's Name~~ further agree with the **RailTel** that the **RailTel** shall have the 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 or to postpone for any time or from time to time any of the powers exercisable by the **RailTel** against the said contractor(s) 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(s) or for any forbearance, act or omission on the part of **RailTel**

or any indulgence by the **RailTel** to the said Contractor(s) 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 discharged due to the change in the Constitution of the bank or the Contractor(s) Supplier(s).

Bank's Name lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the **RailTel** in writing.

Date : DD-MM-YYYY

Place :

Annexure 9: Price Bid Format (BOQ) - Summary of Costs

Item	Cost
	{The proposed Costs should be in accordance with ITC 16.4 of the Data Sheet of the end customer RFP}
	{ To be quoted in USD}
Cost of the Financial Proposal	
Including:	
(1) Remuneration	
(2) Reimbursables	
<u>Total Cost of the Financial Proposal:</u> {Should match the amount in Form FIN-1}	
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded	
(i) {insert type of tax e.g., VAT or sales tax}	

(ii) {e.g., income tax on non-resident experts}	
(iii) {insert type of tax}	
<u>Total Estimate for Indirect Local Tax:</u> _____	

Annexure 9(A): Breakdown of Remuneration

A. Remuneration _____					
No.	Name	Position (as in TECH-6)	Person- month Remuneration Rate	Time Input in Person/Mont h (from TECH-6)	{To be quoted in USD}
— Key Experts					
K-1	_____		[Home]	_____	
—			[Field]	_____	
<u>K-2</u>	_____			_____	
—				_____	
—				_____	

—				—	
—	—			—	
—				—	
Non-Key Experts					
N-1			[Home]	—	
N-2	—	—	[Field]	—	
—				—	
—	—			—	
—				—	
Total Costs					

Annexure 9(B): Breakdown of Reimbursable Expenses

B. Reimbursable Expenses					
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{To be quoted in USD }
—	{e.g., Per diem allowances**}	{Day}		_____	
—	{e.g., International flights}	{Ticket}		_____	
—	{e.g., In/out airport transportation}	{Trip}			
	{e.g., Communication costs between Insert place and Insert place}				_____
	{ e.g., reproduction of reports}				_____
	{e.g., Office rent}				_____
				_____
	{Training of the Client's personnel – if required in TOR}				_____
Total Costs					

Annexure 10: Agreement Template

AGREEMENT

THIS Consortium Agreement (“Agreement”) is executed at Delhi on this day of 2024

Between

RAILTEL CORPORATION OF INDIA LIMITED (CIN: L64202DL2000GOI107905) a Company incorporated under the Companies Act, 1956 and having its Registered and corporate Office at Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 (hereinafter called the “**Lead Member/RailTel**”, which expression shall include its successors, executors and permitted assigns)

And

M/s (CIN No.) a Company incorporated under the Companies Act, 1956 and having its Registered Office at (hereinafter called the “consortium member”, which expression shall include its successors, executors and permitted assigns),

WHEREAS member individually shall be referred to as the “Member/Party” and collectively to be referred to as the “Members/Parties” in this Agreement.

WHEREAS Bhutan Govt. RFP for “Hiring a Consultancy Firm for the Assessment of International Bandwidth and Last Mile Connectivity Requirements to Support Digital Trade in Bhutan” (hereinafter referred to as “Project”).

WHEREAS the Parties are interested in bidding for the Project as member of a Consortium and in the event of selection of Bidding Consortium as the Project Implementing Consortium, to comply with the requirements as specified in the Tender and ensure execution of the Tender’s Scope of Work as per the terms and conditions of the Tender as may be required to be entered into with the End Customer.

And Whereas members are willing to enter into a consortium wherein the members with their expertise can participate in the RFP process and submit a proposal to the customer (RFP Response) and post RFP to execute the work as per RFP requirements and clarifications issued by customer as per the terms & conditions as agreed mutually hereunder.

WHEREAS the Members are fulfilling the prequalification criteria as per the requirement of “RFP” in all respects and the members do hereby unequivocally agree that **RAILTEL CORPORATION OF INDIA LIMITED** shall be the “Primary Bidder” of the Consortium and shall have the Power of Attorney from the member for conducting all business for and on behalf of the Consortium during the Bidding Process and until the signing of the Contract when all the obligations of the Consortium shall become effective

WHEREAS the tender document stipulates that the Lead Member may enter into a Consortium Agreement with another Company/ Corporate entity to fulfill the Financial and Technical Eligibility Criteria as stipulated in the tender document. The Members of the Bidding Consortium will have to submit a legally enforceable Consortium Agreement.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements both Members in this Consortium do hereby mutually agree as follows:

1. The Members to the Consortium to this Agreement do hereby unequivocally agree that M/s RAILTEL CORPORATION OF INDIA LIMITED, shall act as the Lead Member as defined in the RFP for self and agent for and on behalf of Consortium Partner M/s.
2. That members of the consortium have represented and assured that members will abide by and be bound by the terms & conditions stipulated by end customer for awarding the work to consortium so that consortium may take up the aforesaid project in case the consortium is awarded the work by the customer.
3. The Lead Member is hereby authorized by the Consortium Member to bind the Consortium and receive instructions for and on their behalf.
4. Member undertakes to be individually liable for the performance of its respective part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Both members hereby agree that M/s. shall be responsible for providing technical compliance, financial arrangement to complete the project and equally responsible for execution of project as per agreement to be signed.
6. It is hereby agreed that the Lead Member shall submit the Proposal and sign the Contract with the End Customer. The other Consortium Member to the extent requested and commercially reasonable shall be available for consultation with Lead Member during any negotiations with customer.
7. In case of breach of any commitment by the Member(M/s.), it shall be solely liable for the consequences thereof.
8. This Agreement shall be construed and interpreted in accordance with the Laws of India and subject to the arbitration clause, the courts at New Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
9. It is hereby further agreed that in case of being shortlisted, the members do hereby agree that they shall abide by the terms & conditions of the tender document.

10. The Members hereby undertake to participate in the bidding process only through this Consortium and not individually and/ or through any other Consortium constituted for this Contract, either directly or indirectly or through any of their associates.
11. Subject to clause 4 and 15 of this agreement, it is further expressly agreed that this Agreement shall be irrevocable and shall form an integral part of the bid submitted to the RFP for “Hiring a Consultancy Firm for the Assessment of International Bandwidth and Last Mile Connectivity Requirements to Support Digital Trade in Bhutan” of the job assigned to the Consortium.
12. It is hereby agreed that the Member shall be severally responsible for the accuracy and veracity of its representations and information submitted by the members respectively from time to time in response to the Tender. .
13. It is hereby expressly understood by the members that no member at any given point of time, may assign or delegate its rights, duties or obligations under this agreement without the explicit permission of Prasar Bharati.
14. It is hereby agreed that in case of any breach of any of the commitment as specified under this Agreement by the Consortium Member, or if for whatsoever be the reason, the Member is unable to fulfill their obligations as required by the RFP, the Lead member has right to terminate this agreement and to engage other service partner to meet the Tender obligations, before or after the award of the contract to the consortium which shall be at risk and cost of the defaulting Member.
15. The consortium member acknowledge the importance of co-operation between Member and Lead Member for RFP and in case work is awarded to consortium, agree to cooperate with each other in order to ensure smooth implementation of work. Failure to do so will result in termination of consortium agreement.
16. The members do hereby undertake to be severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Tender Bidding Documents and the Contract, during subsistence of the Contract.
17. The member herein undertake to take all necessary measures to avoid any conflict of interest during the performance of the project or the contract.
18. Confidentiality clause:

The members appreciate and acknowledge that all aspects of the content of this Agreement shall be treated as confidential and no information in respect thereof shall be disclosed without prior written consent of the other party.

The members shall treat all information exchanged between them as confidential and shall not disclose such information in any manner whatsoever, in whole or in part, except as provided hereunder.

Notwithstanding the above, information may be transmitted to governmental, judicial, regulatory authorities as may be required by law. In such an event, the member shall inform the other party about the same within 30(thirty) Days, provided further that each party shall whilst this agreement is in force and thereafter keep and procure and ensure that its employees, agents or its affiliates keep in strict confidence any information that it has acquired or may acquire from the member.

19. Indemnity clause:

The members agree that they will indemnify, defend , protect and hold harmless each other, their successors and assigns and their directors, officers, employees, agents and affiliates at all times from and after the date of this Agreement against all losses, claims, damages, actions suits, proceedings, demand, assessments, adjustments, cost and expenses including specially, but without limitation, reasonable attorneys' fees and expenses of investigation based upon resulting from or arising out of (a) any inaccuracy or breach of any representation, or warranty given by them as contained in this agreement, (b) the breach by the Members of, or the failure by Members to observe, any of its covenants or other agreements contained in or made pursuant to this agreement.

20. 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 which will be in full force and effect.

21. Settlement of disputes:

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 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.

For this purpose, RailTel will share to the other party, panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The other Party will suggest any 3 names out of the said panel for appointment as sole arbitrator. Thereafter, out of the said three names so suggested by the other Party, RailTel shall appoint the sole arbitrator. 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.

22. This Agreement

- a. Has been duly executed and delivered on behalf of the member hereto and constitutes the legal, valid, binding and enforceable obligation on member.

- b. Sets forth the entire understanding of the member hereto with respect to the subject matter hereof;
and
- c. May not be amended or modified except in writing signed by the members and with prior written consent of Prasar Bharati.

IN WITNESS WHEREOF, the Member have, through their authorized representatives, executed these presents on the Day, Month and Year first mentioned above.

For M/s RAILTEL CORPORATION OF INDIA LIMITED (Lead Member)

Signature :
Name:
Designation:

Witnesses:

1) Signature:
Name:
Address:

2) Signature
Name:
Address:

For M/s

Signature,
Name:
Designation:

Witnesses:

1) Signature:
Name:
Address:

2) Signature
Name:
Address:

RFP DOCUMENT
