

**RAILTEL CORPORATION OF INDIA LIMITED**  
(A Navratna CPSE)

Expression of Interest for selection of suitable partner from Empaneled Business Associate for Exclusive Pre-Bid teaming arrangement

**For**

**“SELECTION OF MANAGED SECURITY SERVICE PROVIDER TO BUILD OPERATE AND  
MANAGE SECURITY OPERATION CENTER”**

**EOI No: RailTel/2024/EOI/CO/BD/SOC/01 dated 12<sup>th</sup> Oct 2024**

## EOI NOTICE

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

**EOI Notice No: RailTel/2024/EOI/CO/BD/SOC/01 dated 12<sup>th</sup> Oct 2024**

RailTel Corporation of India Ltd., (here after referred to as “RailTel”) invites EOIs from RailTel’s Empaneled Partners for the selection of suitable partner as Exclusive pre bid teaming arrangement for **“Selection of Managed Security Service Provider to Build Operate And Manage Security Operation Center.”**

The details are as under:

1	Last date for submission of Technical Packet against EOI by bidders	17 <sup>th</sup> Oct 2024 at 12:00 Hours
2	Opening of Technical Bid of EOI.	17 <sup>th</sup> Oct 2024 at 12:30 Hours
3	Number of copies to be submitted for scope of work	One
4	EOI fees inclusive tax (Non-refundable)	Rs. 5,000/- (Five Thousand only)
5	EOI EMD	<p>The bidder shall submit Rs. 50,00,000/- (Rupees Fifty lakhs only) as EMD in the form of BG or Bank Transfer as per below details:</p> <p>a) <b>To be submitted via online bank transfer:.</b></p> <p>RailTel Bank Details: Union Bank of India Account No.: 340601010050446 IFSC Code: UBIN0534064</p> <p>b) <b>For Bank Guarantee as EMD:</b> BG as EMD validity: Bid validity period (180 days) + 3 months and claim period of 1 year from BG expiry period. <b>OR</b> 3 months beyond customer’s bid validity (whichever is higher)</p> <p>(SFMS report guidelines: - BG advising message – IFN 760COV/ IFN 767COV via SFMS</p> <ul style="list-style-type: none"><li>• To mandatorily send the Cover message at the time of BG issuance.</li><li>• IFSC Code of ICICI Bank to be used</li></ul>

		(ICIC00000007). • Mention the unique reference (RAILTEL6103) in field 7037.)  (EOI response without EMD shall be rejected)
6	Mode of Submission of EOI Response	Physical Submission (By Hand / Post in sealed envelope)  All interested partners may note that this is a 'Single Packet Bid Submission'. EOI response submitted through any other mode will not be accepted.

The EMD should be in favor of RailTel Corporation of India Limited payable at Delhi through online bank transfer or EMD can be submitted as PBG in favor of RailTel Corporation of India Limited. Partner needs to share the online payment transfer details like UTR No., date and Bank along with the proposal.

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: Ms. Aarushi Sinha  
 Designation: Deputy Manager/BD  
 Email: [aarushi.sinha@railtelindia.com](mailto:aarushi.sinha@railtelindia.com)

**Level 2:**

Contact: Sh. Arya Vrat Sharma  
 Designation: JGM/BD  
 Email: [aryavrat@railtelindia.com](mailto:aryavrat@railtelindia.com)

**Level 3:**

Contact: Sh. Alok V Agnihotri  
 Designation: GM/BD  
 Email: [avagnihotri@railtelindia.com](mailto:avagnihotri@railtelindia.com)

**Note:**

1. Empaneled partners are required to submit a hard copy of the EOI response in "sealed envelop" duly signed by Authorized Signatories with Company seal and stamp.
2. The EOI response is invited from eligible **Empaneled Partners of RailTel only**.
3. All the documents must be submitted with **proper indexing** and **page no**.
4. This is an **exclusive pre-bid partnership arrangement with an empaneled business associate of RailTel for participating in the end customer RFP**. The 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 the end customer organization by RailTel). This undertaking has to be given with this EOI Response.

## 1. Introduction about RailTel

**RailTel Corporation of India Limited (RailTel)**, an ISO-9001:2000 organization is a Navratna 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 / co-locating 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 service (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, RailTel invites EOIs from RailTel's Empaneled Partners for the selection of suitable partner for participating in the below mentioned work for the agreed scope of work. The empaneled partner is expected to have excellent execution capabilities and good understanding of customer local environment.

## **3. Scope of Work**

RailTel intends to participate in the RFP floated by the end Customer organization. The basic scope of work for the RFP is the Selection of Managed Security Service Provider to Build Operate And Manage Security Operation Center. The selection is intended to enable RailTel to participate in the customer RFP. The pdf link of the RFP is attached as Appendix A.

The above scope of work is indicative, the detailed scope of work, financial format, and the end customer details will be provided to Interested partners after submitting duly signed NDA as per the enclosed format.

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

Business associates can participate as sole bidders. Bidding by the consortium is not allowed.

**Special Note:** RailTel may retain any portion of the work mentioned in the end organization RFP, where RailTel has competence so that the overall proposal becomes the most winnable proposal.

## **4. Response to EOI guidelines**

### **4.1 Language of Proposals**

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

### **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 before 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 270 days (180 days + 90 days) from the last date of Bid submission of End customer RFP.

#### **4.5 Bidding Process**

The bidding process as defined in para 4.10 & 6.

#### **4.6 Bid Earnest Money (EMD)**

The Business Associate shall furnish a sum as given in EOI Notice via online transfer from any scheduled bank in India in favor of "RailTel Corporation of India Limited" along with the offer. **The EMD can be submitted through direct bank transfer or in the form of Bank Guarantee.**

BG as EMD validity: Bid validity period (180 days) + 3 months and claim period of 1 year from BG expiry period **OR** 3 months beyond customer's bid validity (whichever is higher)

4.6.1 Offers not accompanied by valid EOI Earnest Money Deposit shall be summarily rejected.

4.6.2 In case of Bidder's offer is selected for bidding, the bidder has to furnish Earnest Money Deposit balance (EMD) in proportion to the quoted value/scope of work to RailTel before submission of the bid to the end customer as and if applicable as per details mentioned in Para-5 of EOI notice.

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

4.6.4 **Return of EMD for successful Business Associate:** EOI-EMD & Earnest Money Deposit (balance proportionate EMD), if applicable, of the successful bidder will be discharged / returned as promptly as possible after the receipt of RailTel's EMD/BG 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 EOI EMD or EOI EMD & EMD (balance proportionate EMD) and/ or Penal action as per EMD Declaration:**

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

4.6.5.2 The EOI EMD may be forfeited and/ or penal action shall be initiated if it is found that the Business Associate has participated in this EOI with an intent to delay/disqualify RailTel's bid to the customer.

4.6.5.3 **Non-submission of SD and/ or PBG (as per clause no. 4.7) leads to forfeiture of EOI EMD, EMD (balance proportionate EMD).**

#### **4.7 Security Deposit / Performance Bank Guarantee (PBG)**

- 4.7.1 In case the bid is successful, the PBG of the requisite amount proportionate to the agreed scope of the work will have to be submitted to RailTel.
- 4.7.2 As per work share arrangements agreed between RailTel and Business Associate, the PBG will be proportionately decided and submitted by the selected Business Associate.

#### **4.8 Last date & time for Submission of EOI response**

EOI response must be submitted to RailTel at the 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 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 Details of Financial bid for the above-referred tender**

The final bid for the tender will be prepared jointly with the selected Business Associate so that the optimal bid can be put with a good chance of winning the Tender.

#### **4.11 Clarification of EOI Response**

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

#### **4.12 Period of Association/ Validity of Agreement**

RailTel will enter into a pre-bid agreement with selected bidder with detailed Terms and conditions. The pre-bid agreement to have terms and conditions that is in line with end customer RFP & mutually agreed upon.



## 5. Eligibility Criteria for Bidding Business Partner of RailTel

S.N o.	Parameter	Qualifying Criteria	Documents to be provided
1	Company Existence	The bidder should be a Private/Public Company registered under Companies Act 2013 or a registered cooperative society or Proprietorship/Partnership firm and should be registered for more than 5 years as on date of closing of tender.	Certificate of Incorporation, copy of Articles of Association (in case of registered firm), Bye Laws & certificates of registration (in case of registered cooperative society), Partnership deed (in case of partnership firm) and establishment registration certificate (in case of Proprietorship firm) should be attached.
2	OEM Undertaking	A) The bidder shall be an original equipment manufacturer (OEM) or an authorized representative of the respective OEMs. Whenever an authorized Agent/Representative submit bid on behalf of the OEM, the same agent/representative shall not submit a bid on behalf of another OEM in the same tender for the same item/product. Bidder should provide Authorization Email/letter from the OEM for all the products as per make & model offered in the bid in the SoR.	Authorization letter from the OEM specific to this tender as per Performa given in Annexure VI of CRIS EGCC (Including modifications). In case OEM bids directly, Self-certification and another document for being OEM. The authorization should include details of tender no., Name and address of the OEM and the bidder authorized and details of the products for which the bidder has been authorized.
3	Financial Turnover	The bidder should have average annual turnover in INR/domestic in India of minimum Rs. 200 Cr. Or above during the 03 financial years 2020-21, 2021-22, and 2022-23.	CA certificate to this effect is to be submitted.  Certified audited copies of Balance Sheets/Profit & Loss Accounts/ Annual Reports of last 03 financial years 2020-21, 2021-22, and 2022-23.
4	Relevant Project/ Work Experience	Bidder should have Experience in Successful implementation/managing of SOC solutions for a Central/ State Govt. Department/ Organization/ Autonomous body/ PSU/ Semi-Govt. Organization/ Local Body/ Authority or a Public Listed Company in India (having average annual Turnover of Rs.500 Crore & above) during last Seven (07) financial years & current financial year ending last day of the month previous to the one in which the Customer tender is invited i.e 2017-18,2018-19,2019-2020, 2020-21, 2021-22,2022-23 and 2023-24 and current financial year up to date of closing of Customer tender.	Self-Certificate duly signed by CA/Auditor having details of the project supported by a copy of Customer's Work Order or Customer certificate or Go-live/Completion certificate

		<p>The Bidder must have successfully completed <b>one</b> contract with similar services costing not less than the amount equal to <b>Rs. 17.6 Cr.</b></p> <p>OR</p> <p><b>Two</b> contracts with similar services costing not less than the amount equal to <b>Rs. 14.4 Cr.</b> each.</p> <p>OR</p> <p><b>Three</b> contracts with similar services costing not less than the amount equal to <b>Rs. 12 Cr.</b> each.</p> <p>OR</p> <p><b>Four</b> contracts with similar services costing not less than the amount equal to <b>Rs. 10.4 Cr.</b> each.</p> <p>The work order/ Contract should be in the name of the bidder.</p> <p>Definition of Similar Service:</p> <p>SOC project which may be a part/ portion of a project with large and various scope of work will be considered under the eligibility criteria, provided that</p> <ol style="list-style-type: none"> <li>1. The scope of SOC project (completed/ ongoing) should be clearly segregated and mentioned in the WO / PO / Client satisfactory letter.</li> <li>2. The value of the SOC / SOC implementation should be clearly mentioned.</li> <li>3. Any number SOC project / SOC implementation which are a part of a larger project to be considered as a single SOC project only.</li> </ol> <p>SOC Solution should comprise of implementation, operations and maintenance of SIEM along with 3 more Cyber security products like UEBA SOAR, EDR, NDR/NBAD, Threat Intelligence Feed, Threat Intelligence Platform, Vulnerability Management, Patch Management, Dark Web/Deep Web Firewalls, HIPS, Privilege Access Management etc.</p> <p>If Bidder is managing/operating Security Operation Center for Client, WO/PO for same shall also be considered as SOC Project.</p>	
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		[Note: Relevant project/work experience criteria is to be met by any of the members of JV/Consortium]	
5	Declaration regarding banning/ Suspension	The bidder as well as OEMs of Offered should not be currently Banned/Suspended with any Government of India Agency/ PSU on the date of closing of the tender. [Note: Sole Bidder/ All members of the JV/ Consortium and OEMs of every Offered Solution have to give this Declaration]	Self-declaration as per <b>Annexure-XXXI-Declaration of Non-Blacklisting</b> of Customer RFP is to be given by both Bidder's and OEMs of every offered solution. It should be given by authorized signatory of Bidder and OEM respectively and such declaration shall be attached along with the bid.
6	Make in India	As per Section 31 <b>Make In India Compliance:</b> of Customer RFP document	<b>For Cyber Security Products:</b> Declaration/ Certificate is to be provided with the bid as per <b>Annexure-II of MeITY File No.1(10)/2017-CLES dated 06.12.2019</b> <b>For Non-Cyber Security Products:</b> Declaration/ Certificate is to be provided and should be attached along with the bid as per Annexure–XLVI of customer RFP.
7	Land Border Compliance	As per Section 32 <b>Land Border Policy Compliance:</b> of Customer RFP document	Self-Declaration is to be provided by the Bidder's authorized signatory and should be attached along with the bid as per Annexure-XXXIX of customer RFP.

## 6. Technical Evaluation Criteria

All eligible Bidders who fulfil the minimum eligibility conditions of the RFP should comply with the requirements for technical evaluation as provided in this document.

## 7. Bidder's Profile

The bidder shall provide the information in the below table:

S.No.	ITEM	Details
1.	Full name of bidder's firm	
2.	Full address, telephone numbers, fax numbers, and email address of the primary office of the organization / main / head / corporate office	
3.	Name, designation, and full address of the Chief Executive Officer of the bidder's organization as a whole, including contact numbers and Email Address	
4.	Full address, telephone and fax numbers, and email addresses of the office of the organization dealing with this tender	
5.	Name, designation, and full address of the person dealing with the 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	

## 8. Evaluation Criteria

8.1 The Business Associates are evaluated based on the Eligibility Criteria as per clause no. 5 above. Business Associates fulfilling the eligibility criteria are assessed further as per parameters defined under Table 7 of customer RFP.

8.2 RailTel reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants. 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. RailTel may at its discretion assign a lead factor to the Business associate as per RailTel policy for shortlisting partners against this EOI.

8.3 All General requirement mentioned in the Technical Specifications are required to be complied with. The solution proposed should be robust and scalable.

8.4 The selection of successful BA among the participant BAs in the EOI will be purely based on the compliance of eligibility as per clause no. 5 and technical criteria as per clause 6 and L1 in price quotation. The price bid shall be as per the SOR provided in customer RFP.

## **9. Payment terms**

- 9.1 RailTel shall make payment to selected Business Associate 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.
- 9.2 All payments by RailTel to the Partner will be made after the receipt of payment by RailTel from end Customer organization.

## **10. SLA**

The selected bidder will be required to adhere to the SLA matrix as defined in the end Customer organization tender for its 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.**

## **11. Other Conditions**

### **11.1 Restrictions on 'Transfer of Agreement'**

The interested partner 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.

### **11.2 Suspension, Revocation or Termination of Contract / Agreement**

i) 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 selected partner shall be payable by RailTel.

ii) RailTel may, without prejudice to any other remedy available for the breach of any conditions of agreements, by a written notice of Three (03) month issued to the selected partner, terminate/or suspend the contract / agreement under any of the following circumstances:

- a) The selected partner failing to perform any obligation(s) under the contract / agreement.
- b) The selected partner 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 client for the pertinent tender.

- d) The selected partner going into liquidation or ordered to be wound up by competent authority.
- e) If the selected partner is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to RailTel in writing. In that 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 suitable modifying the conditions, as it feels fit under the circumstances.
- f) It shall be the responsibility of the selected partner 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 selected partner.
- g) Breach of non-fulfillment 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 selected partner shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry. In case of default by the selected partner in successful implementation and thereafter maintenance of services / works as per the conditions mentioned in this EOI document, the amount of pending/future payments of selected partner available with RailTel will be forfeited.

### **11.3 Dispute Settlement**

- a) In case of any dispute concerning the contract/agreement, both the selected partner and RailTel shall try to settle the same amicably through mutual discussion/negotiations. Any unsettled dispute shall be settled in terms of the Indian Act of Arbitration and Conciliation 1996 or any amendment thereof. The place of Arbitration shall be New Delhi.
- b) 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.
- c) All arbitration proceedings shall be conducted in English.

### **11.4 Governing Laws**

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.

### **11.5 Statutory Compliance**

- a) During the tenure of this Contract nothing shall be done by selected partner in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof and shall keep RailTel indemnified in this regard.
- b) 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.

### **11.6 Intellectual Property Rights**

- a) Each party i.e. RailTel and selected partner, 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.
- b) 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.

## **11.7 Severability**

In the event any provision of this EOI and subsequent contract with selected partner 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.

## **11.8 Force Majeure**

- a) 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.
- b) 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.

## **11.9 Indemnity**

The INTERESTED PARTNER 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 INTERESTED PARTNER or
- b) The failure by the INTERESTED PARTNER to fulfill 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 INTERESTED PARTNER pursuant to this contract, or any equipment, software, information, methods of operation or other intellectual property created by INTERESTED PARTNER 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 ECT or any third party against RailTel arising out of any act, deed or omission by the INTERESTED PARTNER or

d) Claim filed by a workman or employee engaged by the INTERESTED PARTNER 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.

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

#### **11.10 Limitation of Liability towards RailTel**

- a) The INTERESTED PARTNER liability under the contract shall be determined as per the Law in force for the time being. The INTERESTED PARTNER 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 INTERESTED PARTNER 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 INTERESTED PARTNER or his agents or any person / persons claiming through under said INTERESTED PARTNER, However, such liability of the INTERESTED PARTNER shall not exceed the total value of the contract.
- b) 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 INTERESTED PARTNER is legally liable.

#### **11.11 Confidentiality cum non-disclosure**

- i) 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.
- ii) Notwithstanding the foregoing, neither Party shall have any obligations regarding non-use or non-disclosure of any confidential information which:
  - a) Is already known to the receiving Party at the time of disclosure;
  - b) Is or becomes part of the public domain without violation of the terms hereof;
  - c) Is shown by conclusive documentary evidence to have been developed independently by the Receiving Party without violation of the terms hereof;
  - d) Is received from a third party without similar restrictions and without violation of this or a similar contract.
- iii) 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.
- iv) 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.



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

## **11.12 Assignment**

29.1. 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.

## **11.13 Insurance**

30.1. The INTERESTED PARTNER agrees to take insurances to cover all the elements of the project under this EOI including but not limited to Manpower, Hardware, Software etc.

## **11.14 Exit Management**

### **11.14.1 Exit Management Purpose**

a) 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.

b) 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 INTERESTED PARTNER. 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.

11.14.2 Confidential Information, Security and Data: INTERESTED PARTNER 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) :

a) 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;

b) 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).

11.14.3 Employees : Promptly on reasonable request at any time during the exit management period, the INTERESTED PARTNER 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 INTERESTED PARTNER, RailTel or the replacing vendor may make an offer of contract for services to such employees of the INTERESTED PARTNER and the INTERESTED PARTNER shall not enforce or impose any contractual provision that would prevent any such employee from being hired by RailTel or any replacing vendor.

11.14.4 Rights of Access to Information: Besides during the contract period, during the exit management period also, if asked by RailTel in writing, the INTERESTED PARTNER 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 hardware / 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 by RailTel.

#### **11.15 Waiver**

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.

#### **11.16 Changes in Contract Agreement**

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

## **Annexure 1: Format for COVERING LETTER**

COVERING LETTER (To be on company letterhead)

To,

General Manager/BD

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

Dear Sir,

SUB: Participation in the Eol process

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

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

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

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

Authorized Signatory

Name

Designation

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

Self-Certificate (To be on company letter head)

Eol Reference No:

Date:

To,

General Manager/BD  
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 compliance**

- 1) Having examined the Technical specifications mentioned in this EOI & end customer tender, we hereby confirm that we meet all specifications.
- 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 RailTel). We understand and agree that RailTel shall release the payment to the selected sole partner/lead partner in case of consortium after the receipt of the corresponding payment from the end customer by RailTel. Further, we understand that in case the selected sole partner/lead partner in case of consortium fails to execute an assigned portion of work, then the same shall be executed by RailTel through a third party or departmentally at the risk and cost of the selected sole partner/lead partner in case of consortium.
- 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 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. We are hereby enclosing the arrangement of OEMs against each of the BOQ item quoted as mentioned end customer's RFP. We also undertake to submit MAF and other documents required in the end Customer organization tender in favour of RailTel against the proposed products.
- 5) We hereby certify that any services, equipment and materials to be supplied are produced in eligible source country complying with OM/F. No. 6/18/2019 dated 23rd July 2020 issued by DoE, MoF.
- 6) 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, OEM compliance documents.
- 7) We understand and agree that RailTel is intending to select sole partner/ consortium 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 the scope of work where RailTel has competence.

- 8) We hereby agree to submit that in case of being selected by RailTel as the sole partner/ consortium for the proposed project(for which EOI is submitted), we will submit all the forms, appendix, relevant documents etc. to RailTel that are required and desired by end Customer well before the bid submission date and as and when required.
- 9) We hereby undertake to sign the Pre-Bid Agreement and Non-Disclosure Agreement with RailTel on a non-judicial stamp paper of Rs. 100/- in the prescribed Format.
- 10) We undertake that we will not submit directly or indirectly out bids and techno-commercial solutions/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)

Authorized Signatory

Name & Designation

### **Annexure 3: Undertaking for not Being Blacklisted/Debarred**

<On Company Letter Head>

To,

General Manager/BD  
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 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 4: Format of Affidavit**

(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](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 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-5: Non-Disclosure Agreement (NDA) Format

### **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, (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.

<b>RailTel Corporation of India limited:</b>	_____:
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.

\_\_\_\_\_ :

**RailTel Corporation of India Limited:**

By \_\_\_\_\_

By \_\_\_\_\_

Name:

Name:

Title:

Title:

Witnesses

**Annexure-6: EMD (as PBG) Format**  
(On Stamp Paper of ₹ One Hundred)

**BG NO** :  
**ISSUANCE DATE** : DD-MM-YYYY  
**BG AMOUNT** : Rs xxxxxxxx /-  
**EXPIRY DATE** : DD-MM-YYYY  
**CLAIM EXPIRY DATE** : DD-MM-YYYY

1. 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 ..... (hereinafter 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.

2. 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).

3. 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.

4. 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.

5. 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 or to postpone for any time 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 Contractor.

( ..... 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 ..... 2024 for ..... (Name of Bank)

In the presence of Witnesses:

1. Signature With Date

Name

2. Signature With Date

Name

\*\*\*\*\*

Note : SFMS Report should be submitted alongwith Original copy of PBG.

BG advising message – IFN 760COV/ IFN 767COV via SFMS

To mandatorily send the Cover message at the time of BG issuance.

IFSC Code of ICICI Bank to be used (ICIC0000007).

Mention the unique reference (RAILTEL6103) in field 7037.

It may please be noted that the issuing bank while issuing/amending the BG, should ensure that the above information is correctly captured in the message i.e. IFN 760COV/ IFN 767COV.

\*\*\*\*\*

## Annexure - 7

### INTEGRITY PACT

RailTel Corporation of India Limited, hereinafter referred to as "The Principal". And  
....., hereinafter referred to as "The Bidder/ Contractor"

#### 1. Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for

The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### 2. Section 1- Commitments of the Principal

- 1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b) The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
  - c) The Principal will exclude from the process all known prejudiced persons.
- 2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

#### 3. Section 2- Commitments of the Bidder(s) / Contractor(s)

- 1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during tender process or during the execution of the contract.
  - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the



business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure A.
- e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

#### 4. Section 3: Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process & exclude him from future business dealings as per the existing provisions of GFR,2017,PC ACT 1988) or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings" and any other Financial Rules/Guidelines applicable to the Principal. Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annexure "B".

#### 5. Section 4: Compensation for Damages

1.If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2.If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to be terminated the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

#### 6. Section 5: Previous Transgression

1.The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti- corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.

2.If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

#### 7. Section 6: Equal treatment of all Bidders / Contractors/Subcontractors.

1.The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a signed commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

2.The Principal Contractor shall take the responsibility of the adoption of IP by the sub- contractors. It is to be ensured that all sub-contractors also sign the IP.

3.In case of a Joint Venture, all the partners of the Joint Venture should sign the Integrity pact.

4.The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions

#### 8. Section 7: Criminal charges against violation by Bidder(s) / Contractor(s)/ Sub contractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same

to the Chief Vigilance Officer.

#### 9. Section 8: Independent External Monitor / Monitors

1. The Principal appoints competent & credible Independent External Monitors for this pact as nominated by the Central Vigilance Commission (CVC) Government of India, from the panel of IEMs maintained by it. The task of the Monitors is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, RailTel.

3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor.

4. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

Note: However, the documents /records/information having National Security implications and those documents which have been classified as

Secret/Top Secret are not to be disclosed.

6. For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

The advice of the IEM panel is restricted to resolving issues raised by a bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders.

7. The panel of IEMs are expected to submit a joint written report to the CMD, RailTel within 30 days from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the RailTel Board.

9. The IEMs would examine all complaints received by them and give their recommendations/views to the CMD, RailTel at the earliest. They may also send their report directly to the CVO in case of suspicion of serious irregularities requiring legal/administrative action. Only in case of very serious issue having a specific, verifiable vigilance angle, the matter should be reported directly to the Chief Vigilance Commission.

10. The word 'Monitor' would include both singular and plural.

11. In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms & conditions of the contract. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties.

#### 10. Section 9: Pact Duration

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the completion of contract. After award of work, the IEMs shall look into any issue relating to execution of contract, if specifically raised before them. However, the IEMs may suggest systemic improvements to the management of the organization concerned, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.

In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the contract has been awarded.

If any claim is made / lodged by either party during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD of RailTel.

#### 11. Section 10: Other Provisions

1.This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.

2.Changes and supplements as well as termination notices need to be made in writing.

3.If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4.Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5.The parties signing the IP shall not approach the Courts while representing the matters to the IEMs and he/she will await the decision in the matter.

6.Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor

7.The Integrity pact shall be deemed to form a part of contract and parties shall be bound by its provision.

8.Issues like warranty/guarantee etc. should be outside the purview of IEMs. (For & on behalf of the Principal) (For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place:

Date:

Witness 1:

Witness 1:

Address:

Address:

Witness 2:

Address:

Witness 2:

Address:

## Annexure-8

### Compliance to Rule 144 (xi) of GFR, 2017 including amendments till date (On Organization Letter Head)

EOI Ref No. :

Date:

To,

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

Ref : RailTel/EOI/COMKTG/EB/SOC/2024-25 dated 22<sup>nd</sup> July 2024

Dear Sir,

I, the undersigned, on behalf of M/s ..... , have read the clause/para regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

(a) I certify that M/s ..... is not from such a country and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I also certify that M/s..... will not offer any products / services of entity from such countries unless such entity is registered with the Competent Authority.

OR (Strikeout either (a) or (b), whichever is not applicable)

(b) I certify that M/s ..... is from such a country and has been registered with the Competent Authority. I also certify that M/s ..... has product/services of entity from such countries and these entity /entities are also registered with the Competent Authority.

(Where applicable, evidence of valid registration by the Competent Authority is to be attached with the bid.)

I hereby certify that M/s ..... fulfills all requirements in this regard and is eligible to be considered.

I hereby acknowledge that in the event of acceptance of my 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.

Signature of Authorised Signatory

Name

Designation

## **Appendix (A)**

### **Link of End Customer SOC RFP**

URL : <https://www.ireps.gov.in>

Tender No : 01245211

Tender Title : Selection of Managed Security Service Provider to Build Operate and Manage Security Operation Centre for Indian Railways (IRSOC)

\*\*\*\*\*END of Tender document of RailTel \*\*\*\*\*