

# **RailTel Corporation of India Ltd**

**(A Mini Ratna PSU under Ministry of Railways)**



## **NOTICE INVITING EXPRESSION OF INTEREST (RFI)**

**RFI No. : RCIL/RFI/CO/BD/24/12/IMS-01**

**Dated 24<sup>th</sup> Dec 2024**

Request for Information (RFI) for

**“Internship Management Solution for End Customers”**

**Issued by:**

**RailTel Corporation of India Ltd**

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

**Corporate Office,**

**Plate-A, 6<sup>th</sup> Floor, Office Block Tower-2,**

**East Kidwai Nagar, New Delhi - 110023,**

**Ph No. +91-011- 22900600**

**Fax No. +91-011-22900699**

**<https://www.railtelindia.com>**

### **Disclaimer**

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

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

**SCHEDULE OF EVENTS**

1	RFI Document Availability	RFI document can be downloaded from RailTel's website <a href="http://www.railtelindia.com">http://www.railtelindia.com</a> and RailTel's eNivida portal <a href="https://railtel.enivida.com/">https://railtel.enivida.com/</a> from 24-Dec-2024 onwards till last date of submission of the RFI.
2	Cost of the RFI Document	NIL
3	Last date of submission of response to RFI Response	1500 Hrs on 15-Jan-2025
4	Date & Time of Opening of RFI Response	1530 Hrs on 15-Jan-2025
5	Mode of Submission of RFI Response	Through RailTel's eNivida portal <a href="https://railtel.enivida.com/">https://railtel.enivida.com/</a>  All interested partners may note that this is a 'Single Packet Bid Submission'. RFI response submitted through any other mode will not be accepted.

Note : RailTel reserves the right to change the above dates at its discretion.

**Contact Details for this RFI :**

Level 1 : Sh. Manish / Assistant General Manager (BD) / manish[at]railtelindia[dot]com

Level 2 : Sh. Aryavrat Sharma / Joint General Manager (EB) / aryavrat[at]railtelindia[dot]com

**Ph No.** +91-011- 22900600

## 1. About RailTel

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

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

## 2. Background of RFI

RailTel, a "Navratna" Central Public Sector Enterprise is an ICT provider and one of the largest neutral telecom infrastructure providers in the country owning a Pan-India optic fibre network. It engages with India's top companies at multiple levels and provides technology solutions across spectrums.

**The Prime Minister Internship Scheme** (hereafter also referred to as "Scheme") is a Government of India initiative aimed at providing internship opportunities to youth in top 500 companies of India.

In this regard, RailTel intends to partner with the selected top 500 companies of India, as defined by the Scheme, and provide them an end-to-end comprehensive solution for shortlisting, recruiting, and managing the interns till they get fully employed. The objective is to reduce the efforts of the companies and assist in complete execution of the scheme in a way that benefits the growth of the top companies.

In this regard, RailTel intends to seek a suitable technology partner for aforementioned activities, post to evaluation of various aspects of business environment related to the scheme.

### 3. Scope of Work & Partner Selection

3.1. The envisioned scope of work for intended "Technology Partner" encompasses all aspects of successful execution of this scheme in the top 500 companies, including and not limited to, the following intended actions for assisting companies :

- Management of the End Customer operations for Government of India portal provided for the scheme.
- Consultation on the job descriptions through which the on-boarding of interns will be optimized.
- Support in mobilisation of candidates to the Government of India portal for effective and relevant shortlisting.
- Use of systems to do the relevant shortlisting based on the job descriptions, candidates' interests, abilities and socio-economic profiling.
- Use of systems to ensure effective recruitment of the interns, through multiple layers of interview processes if required, aided through technology and automation.
- Use of effective onboarding systems to onboard the interns.
- Attendance, leave and shift management system for the interns.
- Performance management systems, as per the required compliances of the Scheme.
- Integration of any or all of the above-mentioned systems with existing HR management systems in use by the company, if required.
- Use of systems to manage skilling for interns, at all stages of their internship, prior to recruitment, post recruitment, during induction, and during internship.
- Aggregation of different skilling partners as per requirements of the skilling and subsequent approvals by the Company.
- Support for the interns in getting placed post internship.
- Employing RailTel's Cloud Infra at Data Centre Gurugram and Data Centre Secundrabad, as a part of delivery platform of solution to end customer.

3.2. In view of above intended Scope of Work, RailTel is in process of soliciting information to evaluate the various aspects of business environment through this RFI, so as post receiving inputs from the business environment, RailTel may decide to process for selection of "Technology Partner". Interested organizations need to submit their RFI response through RailTel's eNivida portal (<https://railtel.enivida.com>). RFI response submitted in any other mode will not be considered. Interested organizations may visit the portal, to get familiarize with it for usage purpose. Interested

organizations are also requested to submit the RFI response, well before the stipulated time, as mentioned in this RFI document.

3.3. Interested organizations may note that this is a 'Single Packet Single Envelope' Bid.

3.4. Only those responses shall be opened, which have been submitted within the stipulated time as mentioned in this RFI document.

3.5. For the opened responses, the successful bidder(s) will be selected on the basis of fulfilment of Compliance Requirement mentioned at Clause 4, and other requirements mentioned in this RFI document. RailTel may seek clarification from the bidders for the submitted RFI response, and accordingly RailTel may decide to move further with responsive bidders only. Further, in case of two or more successful bidders, RailTel at its discern may continue with all such successful bidders. In case of only one successful bidder, RailTel reserve rights to engage further with the successful bidder.

3.6. Further, based on final scope of work derived after consulting with the end customer(s), financial bid may be asked through a separate process among Empanelled Business Partners of RailTel, or through Open invitation process, as deemed fit by RailTel.

3.7. Validity of the submitted bid should be of 120 days from the last date of submission of RFI response as mentioned in this RFI document.

#### **4. Compliance Requirements for Interested Bidder**

4.1. The interested organization should be an Empanelled Partner with RailTel on the date of bid submission. Copy of RailTel's Empanelment Letter may be submitted in this regard.

4.2. The interested organization should have positive net worth for last financial i.e. FY 2023-24. Audited Balance Sheets along with CA certificate bearing UDIN may be submitted in this regard.

4.3. The interested organization should have valid certifications i.e. ISO 9001:2015 and CMMi 3 or above.

4.4. The interested organization should have at least 50 resources on its roll as on last date of RFI response submission covering domain / background viz., MBA (HR), Public Cloud Infrastructure Management, Software Development, Application Management and Cybersecurity. Self-Undertaking in this regard may be submitted with details of the resources and their respective domain / background

4.5. The interested organization should comply to insertion of Rule 144(xi) in the GFR, 2017 vide office OM no. 6/18/2019-PPD dated 23-July-2020 issued by Ministry of Finance, Government of India, including revisions.

4.6. The interested organization should not be blacklisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body in India, on the last date of submission of RFI.

4.7. There should not be any ongoing or past, arbitration case(s) between 'RailTel' and 'Interested Organization' on the last date of submission of RFI.

4.8. The interested organization should have a valid Goods and Service Tax Identification Number (GSTIN), as on the last date of submission of RFI.

## **5. Other Requirements for Interested Organization**

5.1. The interested organization should submit a detailed write-up for Understanding the Business Case, Lead Generation, Handling and Closing, Operational Plan, Operational Capability, Mitigation of probable risks due to external environment.

5.2. The interested organization should submit a detailed rate card with service line items and their respective metrics, for the envisioned services as understood for the business case. It may be noted that rate card so submitted will not have any bearing on deciding for bidder successful or otherwise, and is inquired to understand the business aspects of the case, grasped by the interested organization.

5.3. The interested organization should submit the Cloud Resources required at RailTel's Gurgaon and Secundrabad Datacentre for hosting applications in relation to this RFI. It may be noted that RailTel will provide the Cloud resources in IaaS mode i.e. Managed Virtual Machines. The interested organization may take suitable assumptions while framing cloud resources requirement.

5.4. interested organization post declaration as 'Successful Bidder' is required to execute 'Non-Disclosure Agreement' in the format as appended to this RFI document.

## **6. Non-cooperation by Successful Bidder(s)**

6.1. The successful bidder(s) will have interaction period with RailTel for a period of 180 days from the date of formal declaration of "Successful Bidder(s)". Interaction period can be curtailed to shorter duration, at discretion of RailTel.

6.2. During the interaction period, successful bidder is required to work with RailTel for evaluation of business case as cited at Clause No. 02 and Clause No. 03 above. During this period, successful bidder may also be asked to join meeting with prospective end customers along with RailTel or to join with RailTel in any other endeavours related to the business case. It may be noted that successful bidder is required to join in these endeavours at its own expense and there shall be no claim raised by successful bidder to RailTel.

6.3. The organizations may be de-empanelled from the list of RailTel :

(i) In case of interested organizations, intend to withdraw their bid response after last date of submission and before the validity period.

(ii) In case of successful bidder(s), associating themselves with any other organization for the business case mentioned in this RFI document, within the "Interaction Period".

## **7. Proposal Preparation and Submission Cost**

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

## **8. Amendment to RFI Document**

8.1. At any time prior to the deadline for submission of bids, RailTel, may, for any reason can modify the RFI document by an amendment. All the amendments made in the document would be informed by displaying on RailTel's ([www.railtelindia.com](http://www.railtelindia.com)) website only. The interested partners are advised to visit the RailTel website on regular basis for checking necessary updates. RailTel also reserves the rights to amend the dates mentioned in this RFI for bid process. RailTel may, at its discretion, extend the last date for receipt of RFI response.

## **9. Bid Validity Period**

9.1. Bid of Interested partners shall remain valid for the period of 120 days from the date of submission of RFI, as mentioned in this RFI document.

9.2. RailTel may request for an extension of the period of validity. The request and the responses thereto shall be made in writing through e-mail communication only.

## **10. Right to Terminate the Process**

10.1. RailTel may terminate the RFI process at any time without assigning any reason. RailTel makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFI does not constitute an offer by RailTel.



**11. Language of Bid**

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

**12. Submission of Bid**

12.1. The interested partner should consider any Corrigendum to this RFI document that may have been published before submitting their RFI response. The bid is to be submitted in the mode as mentioned in this RFI document. RFI response submitted in any other mode will not be entertained.

12.2. Interested partners in their own interest are advised to submit the RFI response well in time before the last date and hence to avoid any inconvenience at the last moment.

12.3. An Organization / Interested Partner can submit only 'One RFI Response'. Submission of multiple RFI Response by interested partner(s) may lead to rejection of all of its bid.

**13. Rights to Accept / Reject any or all RFI Response**

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

**14. Dispute Settlement**

14.1. In case of any dispute concerning this RFI, aggrieved party and RailTel shall try to settle the same amicably through mutual discussion / negotiations. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and Conciliation 1996 or any amendment thereof. Place of Arbitration shall be New Delhi.

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

14.3. All arbitration proceedings shall be conducted in English.

**Annexure - 01****RFI COVER LETTER**  
( On Organization Letter Head )

Bid Ref No. :

Date:

To,

General Manager (BD),  
RailTel Corporation of India Limited,  
Plate-A, 6<sup>th</sup> Floor, Office Block Tower-2,  
East Kidwai Nagar, New Delhi - 110023

**Ref : RFI No. RCIL/RFI/CO/BD/24/12/IMS-01**

Dear Sir,

1. I, the undersigned, on behalf of M/s ....., having carefully examined the referred RFI offer to participate in the same, in full conformity with the said RFI and all the terms and conditions thereof, including corrigendum issued till last date of submission of RFI.
2. I agree to abide by this Proposal, consisting of this letter, Technical and Commercial Proposals, for a period of 120 days from the date fixed for submission of Proposals as stipulated in the RFI and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Technology Partner for the aforesaid case, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
4. I undertake, if our Bid is accepted, to commence our services as per scope of work as specified in the RFI document.
5. This Bid and supplement / additional documents submitted (if any), together with your written acceptance shall constitute a binding contract between us.

Signature of Authorised Signatory

Name  
Designation

**Annexure – 02**

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

Bid Ref No. :

Date:

To,

General Manager (BD),  
RailTel Corporation of India Limited,  
Plate-A, 6<sup>th</sup> Floor, Office Block Tower-2,  
East Kidwai Nagar, New Delhi - 110023

**Ref : RFI No. RCIL/RFI/CO/BD/24/12/IMS-01**

Dear Sir,

I, the undersigned, on behalf of M/s ..... , hereby submits that

1. We are not blacklisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body at the time of submission of bid.
2. We are not having any ongoing or past, arbitration case(s) with RailTel at the time of submission of bid.

Signature of Authorised Signatory

Name

Designation

**Annexure – 03**

**Undertaking for Non-Blacklisting & Arbitration Case**  
( On Organization Letter Head )

Bid Ref No. :

Date:

To,

General Manager (BD),  
RailTel Corporation of India Limited,  
Plate-A, 6<sup>th</sup> Floor, Office Block Tower-2,  
East Kidwai Nagar, New Delhi - 110023

**Ref : RFI No. RCIL/RFI/CO/BD/24/12/IMS-01**

Dear Sir,

I, the undersigned, on behalf of M/s ..... , hereby submits that

3. We are not blacklisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body at the time of submission of bid.
4. We are not having any ongoing or past, arbitration case(s) with RailTel at the time of submission of bid.

Signature of Authorised Signatory

Name

Designation

**Annexure – 04****CHECKLIST OF DOCUMENTS FOR TECHNICAL BID**

S. No.	Document
1	RFI Cover Letter ( <i>Annexure-01</i> )
2	Copy of RailTel's Empanelment Letter
3	Details of Payment towards RFI-EMD
4	Compliance to Rule 144 (xi) of GFR, 2017 ( <i>Annexure-02</i> )
5	Undertaking for Non-Blacklisting & Arbitration Case ( <i>Annexure-03</i> )
6	Documents as asked at Clause No. 4 and Clause No. 5, above
7	Copy of Permanent Account Number (PAN) / Taxpayer Identification Number (TAN)
8	Copy of Goods and Service Tax Identification Number (GSTIN)

**Note :**

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

**Annexure – 05****NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (this "**Agreement**") is made and entered into on this \_\_\_\_ day of \_\_\_\_, 2025 (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.

\_\_\_\_\_: **RailTel Corporation of India Limited:**

By\_\_\_\_\_

By\_\_\_\_\_

Name:

Name:

Title:

Title:

Witnesses