RAILTEL CORPORATION OF INDIA LTD.

(A Govt. Of India Enterprise)

Corp. off: Plot No 143, Sector 44,
Institutional Area,
Opposite to Gold Souk Mall,
Gurgaon, Haryana 122003
Regd. Off: 6th Floor, IIIrd Block,
Delhi Technology Park,
Shastri Park, Delhi-110053

Expression of Interest Document

For

Selection of Partner for the tender "Implementation of Wi-Fi Project in the Campuses of Government Universities, Constituent Colleges and other Premier Academic Institutions of the Bihar State"

No: RailTel/EOI/CO/DNM/2016-17/340

NOTICE

RailTel Corporation of India Ltd.
Plot No.-143, Sector 44,
Institutional Area,
Opposite to Gold Souk,
Gurgaon, Haryana 122003

EOI Notice No. RailTel/EOI/CO/DNM/2016-17/340

RailTel Corporation of India Ltd., (hereafter referred to as RailTel) invites EOIs in sealed covers from the reputed firms, for participating in EOI process for one or multiple scope of work areas as detailed in this EOI document. The details are as under:

Submission of EOI documents : 08/07/2016 till 15:00 Hrs

Prospective applicants are required to direct all communications related to this EOI, through the Nominated Point of Contact persons:

Contact	:	Shahnawaz Alam
Position	:	Sr. Manager/IT
Email	:	shahnawaz.alam@railtelindia.com
Telephone	:	+91 – 124-4497268/69
Mobile	:	+91 – 97176644458
Fax	:	+91 – 124-4236084

In case of difficulties-

Contact	:	Pawan kumar
Position	:	JGM/DNM
Email	:	pawan@railtelindia.com
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Contents

1 RailTel – Introduction

RailTel Corporation of India Limited, a Public Sector Undertaking under the Ministry of Railways, Govt. of India, and is a national telecom service provider having NLD, IP2 and ISP licenses and IP1 registration and have built nation-wide optical fiber network. RailTel's objective is to create a nation-wide broadband telecom and multimedia network.

RailTel Corporation of India Limited (RailTel) an ISO 20000-1:2011 and ISO/IEC 27001:2005 certified organization is a 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 significantly contribute to realization of goals and objective of national telecom policy 2012. RailTel is a Public Sector Undertaking under the administrative control of Ministry of Railways, Govt. of India.

RailTel is building state of the art multimedia telecom network using SDH/DWDM based transmission systems and high end MPLS-IP routers. RailTel has extensive expertise in building telecom networks. Moreover, RailTel draws its manpower from signal and telecom branch of Indian Railway which has been in the business of construction, operation and maintenance of telecom systems for more than 50 years.

RailTel has created countrywide state of the art SDH/DWDM backbone optical transport network using latest technology. More than 400 cities covering over 42,000 RKMs across the country are connected on the network with multiple STM-16 (n x 2.5 Gbps) connectivity. RailTel has also implemented ultra-high capacity DWDM network over 10,000 RKM to provide 400 Gbps which is further upgradable to 800 Gbps in future.

RailTel's backbone Transport Network has been configured in multiple 'Self-Healing' Ring architectures which provide for redundancy by automatically redirecting and switching traffic from failed/ degraded routes for an uninterrupted service ensuring maximum up time and service reliability. The network supports multiple ring protection schemes. The network has been designed in such a way that full redundancy is available for bandwidth between any two points.

The whole network is managed by centralized network management system (NMS) and backup facilities located across India. RailTel has got unique advantage to offer the best quality service (QoS) from a single unified network with PAN India presence. This state of art network enables point and click provisioning of the bandwidth and other services from anywhere to anywhere in the country. It enables provisioning of traffic in any granularity from 2 MBPS to multiple of Gbps (n x Gbps) from its country wide strong backbone network.

RailTel has implemented and currently implementing projects of national importance. Few of the Projects are as follows:

National Optical Fiber Network (NOFN): Democratizing Information through Broadband to Panchayats. BBNL has allotted 11 states comprising of 36,000 panchayats to RailTel which includes the states of Gujarat, Daman & Diu, Dadar & Nagar Haveli in West, Tamil Nadu and Puducherry in South and Meghalaya, Mizoram, Tripura, Arunachal Pradesh, Manipur, Nagaland in North-East.

NE-I and NE-II under USOF: The program envisages to lay OFC cable (at least 24 F underground) and provide minimum 2.5 Gbps bandwidth capacity upgradeable up to 10 Gbps.

National Knowledge Network: National Knowledge Network (NKN) envisages connecting all higher centres of learning and research by bringing together all stakeholders from science, technology, higher education, healthcare, agriculture and governance to a common platform. RailTel have been selected as one of the implementing partner of the network by providing high capacity bandwidth pipes for the NKN project

Enterprise Specific IT & ITES projects: RailTel has implemented numerous Telecom & IT related projects in the country for various customers across the spectrum incl. Govt/PSU, Enterprises Scope of Work.

2 Background & Scope of Work

RailTel is looking for offers from Companies willing to work as partner with RailTel on a scope of work given in the tender for “Implementation of Wi-Fi Project in the Campuses of Government Universities, Constituent Colleges and other Premier Academic Institutions of the Bihar State”. The partner will be responsible for scope of work defined in the RFP. Railtel will be providing the Telecom components of Secondary Bandwidth and Internet bandwidth as per the requirement of RFP. The Selected system integrator shall carry out all the tasks. Some of the high level tasks are described below from the RFP:

The selected Systems Integrator (SI) shall have the overall responsibility to design, build, implement, operate, and maintain the Campus Wi-Fi. SI will have to maintain the implemented system for a period of five years from the date of successful Go-Live of the project.

The detail work to be undertaken by the Successful Bidder for setting up & operationalisation of the Project is given in subsequent sections and is to be performed as per the specifications and conditions mentioned in this Tender.

The proposed Wi-Fi system will involve setting up of Wi-Fi access points across various campus in Bihar

From the perspective of project implementation, the scope has been categorized as follows:

A) Implementation Services

- Assess and Prepare for each phase
- Implement in each phase

B) Post-Implementation Services

- Maintenance of each phase along with Helpdesk and facility management services

The bidders have to provide complete scope of work for which they are interested to partner with Railtel. They should submit the high level solution approach. The applicant is expected to work closely with RailTel in the bid submission process.

As a part of this project, applicant should ensure following types of contracts before the final bid submission

A. Tripartite agreement between OEM, Applicant (if any) & RailTel

B. Contract between OEM & RailTel.

The final shortlisted applicant will be required to submit an **Advance Payment Bank Guarantee of an amount equivalent to 10% of the total contract price (for the scope of work awarded) .**The Bank Guarantee should be from Public Sector Banks. This Bank Guarantee will be deemed to be proportionately and automatically reduced until full extinction along with and prorate to value of each delivery.

This EOI is covered under Integrity Pact Programme of RailTel and applicants are required to sign the Integrity Pact and submit the same to RailTel before or along with the applications.

Applications received without signed copy of the Integrity Pact document as instructed in Annexure 4 shall be liable to be rejected. Additionally, the Applicant will be required to sign a **Non – Disclosure Agreement** with RailTel and submit it as part of EOI response. The NDA format is a part of this document in Section 5 as Annexure 1.

Applicants are required to submit a statement of their existing bank guarantee limits along with the EOI response. The applicants are allowed to submit consolidated BG Limits including that of the Parent/Holding Company & Subsidiaries.

All interested applicants must make their submissions by 08th July 2016 of release of EOI. Applicants are expected to submit all **Certificates** as per the format given in Annexures.

Shortlisted applicants will be required to make a presentation for the purpose of evaluation on the day of submission of EOI documents. Presentations should highlight the applicants' company overview, past experience, relevant capabilities, financial strength, their credentials as well as their product/service and solution offering. They should also provide the approach methodology for winning the bid. Applicants are expected to keep their presentations ready for the same purpose.

The following section contains the below mentioned details per Sector:

1 Eligibility Index for Applicants

2 Evaluation Criteria

3 Payment Terms

3 Detailed Scope, Eligibility Index & Evaluation Criteria, Payment Terms

3.1 Eligibility Index

The applicant will be evaluated for the work applied for, based on the eligibility index mentioned below and the evaluation criteria.

Sr. No.	Qualification Criteria	Documents/Information to be provided in the submitted proposal
1	The applicant should be operating in India for last 3 years	Certificate of Incorporation / Any other relevant document
2.	Legal Entity • The Company should be in the IT/ITES/Telecom business for at least last 5 (five) years as of 31st March 2016 and should be registered under Companies Act, 1956 • Registered with the Service Tax, Income Tax, and Sales Tax, Provident Fund authorities in India	a) Copy of Certificate of Incorporation b) Copy of Registration Certificate c) "Particulars of the Bidder"- Copy of all documents listed above should be attested by authorized signatory and must be submitted along with the response a) Copy of PAN Card b) Copy of Sales Tax/VAT Certification (Last up to date return copy) c) Copy of EPF Registration d) Copy of Service Tax Registration Copy of all documents listed above should be attested by authorized signatory and must be submitted along with the response
4.	The Net Worth of bidder (if any) must be positive for each of the last 3 audited financial years.	Separate Chartered Accountant Certificate for positive Net worth for bidder
5.	The bidder (if any) must not be blacklisted by any Government/Public Sector organization /department in India at the time of submission of the response	"Declaration that the bidder has not been blacklisted" to be given by the authorized signatory of the responding firm
6.	Bidder's annual Turnover generated from IT/ITES/Telecom during each of the last 3 audited financial years must be INR 50 Crores	Certified copy from the statutory auditor/CA clearly mentioning annual IT/ITES/Telecom services business turnover for each year

7.	The bidder must have successfully completed and running for more than a year any one of the following criteria (supporting documents i.e. Copy of work order(s) to be submitted): 1 similar project with order value >=5 Crores or 2 similar project with order value >=3 Crores each or 3 similar project with order value >=2 Crores each Similar project" means: Supply Installation, Testing and Commissioning of WAN/MPLS/Networking active Components (Core Switches, Routers, and Access Switch) for Government/ PSU/Government Undertakings in India or under Concession agreement with Government Organization.	supported with Work order or Purchase Order (PO) or Letter of Intent (LoI) and Proof of Go-live/ Project completion/Client satisfactory certificates signed by the authorized official
8.	The prime bidder should be ISO 9001:2008 certified.	Copy of certification which is valid on date of submission.
12.	Prime Bidder should have registered office in Bihar. Alternatively, if the prime bidder doesn't have an office in Bihar, then they have to furnish an undertaking that an office would be established in Bihar, within 1 (one) month of signing the contract, to provide warranty and post warranty services.	A self-certified declaration by the authorized signatory of the prime bidder should be submitted along with the proposal. I
13.	Authorized signing authority	Separate "Copy of Board resolution" or POA for bidder ,authorizing the person to sign on behalf of the company or Power of Attorney for the designated person to be provided as per the format prescribed in Form "Bidder's Authorization Certificate". (Must be on a Non-Judicial INR 100/- Stamp Paper)"
14.	Solvency Certificate for bidder (if any)	Copy of valid Bank Solvency Certificate from Bank to be submitted along with the proposal from bidder

3.2 Evaluation Criteria

The offer evaluation will be done on a total score of 100. The proposal evaluation will be based on the evaluation matrix consisting of the following parameters:

S.No.	Evaluation Parameter	Score

1	Applicant Capabilities	80
2	Capability Presentation	20
	Total	**100**

Applicant Capabilities

S.No.	Evaluation Parameter	Score	Max Score
A	Cumulative annual turnover over the last 3 years		20
	More than 125 crore	20	
	>100 crore and <= 125 crore	15	
	>=75 crore and <=100 crore	10	
	>=50 crore and <= 75 crore	5	
B	Past assignments (Partially completed/completed in the scope of work applied for) in India in last 5 years of Networking Projects		20
	>6 assignments (>=5 crores and < 10 crores) Or >4 assignments (>= 10 crores)	20	

	> 4 assignments and <=6 assignments (>=5 crores and < 10 crores) Or >=2 assignments and <=4 assignments (>= 10 crores)	15	
C	High Value assignments past experience (Partially completed/completed in the scope of work applied for)		15
	>50 crore	15	
	>=25 crore and <=50 crore	10	
	>=10 crore and <=25 crore	5	
D	Experience with Government Sector Clients in the scope of work applied for (in last 5 years)		5
	Greater than equal to 2 projects	5	
E	Workforce on pay-roll (technical/professionals)		10
	>100	10	
	>50 and <=100	7	
	>=25 and <=50	5	
F	Past experience in scope of work regions and terrains (Proportionate marks per region)		10

Note: For partially completed projects, applicant should provide a proof that they have completed 75% of the planned work in India in the last 5 years. The value of 75% of the project will be used for the purpose of evaluation.

3.3 Indicative Payment Terms

The selected applicants for the project will make back to back arrangements for payment with

RailTel and will be expected to accept the below mentioned payment terms. The applicant is required to accept our standard clauses regarding Advance Payment Bank Guarantee, Performance-Cum-Warranty Bank Guarantee, Liquidated Damages, Integrity Pact, etc. which would be incorporated in the final contract. This will be shared with the selected applicant only.

4 General Terms and Conditions

a) RailTel will enter into an agreement, incorporating technical specifications, financial conditions, service levels and related terms and conditions with the selected applicants. The applicant needs to sign an NDA with RailTel as per RailTel's policy.
b) RailTel reserves the right to accept or reject any or all application(s) without assigning any reason whatsoever. RailTel's decision in this regard shall be binding and final.
c) If any of the information, furnished by the applicant, is found incorrect at a later stage, he shall be liable to be barred from participating in current and subsequent opportunities with RailTel. RailTel reserves the right to verify the particulars furnished by the applicant independently.
d) Wherever required, specific MoU/agreement will be signed with respective applicant for specific scope of work areas
e) The applicant after submitting the response to this EoI, agree with RailTel for honoring all aspects of fair trade practices.
f) The applicant shall bear all cost associated with the preparation and submission of the response to this EoI.

5 Annexures

Annexure 1: Non-Disclosure Agreement

CONFIDENTIAL AND MUTUAL NON - DISCLOSURE AGREEMENT

THIS AGREEMENT MADE ON THIS____DAY OF______, 2016 AT GURGAON BETWEEN

RailTel Corporation of India Limited (CIN:U64202DL2000GOI107905), a Government of India undertaking under the Ministry of Railways duly incorporated under the provisions of the Companies Act, 1956 and having its registered Office at 6th Floor, IIIrd Block, Delhi Technology Park, Shastri Park, Delhi – 110 053 & Corporate Office at Plot no. 143, Sector-44, Gurgaon-122003 (hereinafter referred to as "RailTel"), represented by CS & DGM(Law) Sh. J.S. Marwah duly authorized for the same which expression shall mean and include unless repugnant to the context, its successors, representative and permitted assigns of the **FIRST PART**

AND

M/s -------------------, a company/ /Partnership Firm incorporated in India under the provisions of the Companies Act, 1956/Indian Partnership Act, 1932 and having its Registered Office/Office at ------------------- (hereinafter referred to as "-----") represented by its -----------, duly authorized for the same which expression shall unless repugnant to the meaning or context thereof be deemed to mean and include, its Directors, affiliates, successors and permitted assigns of the **SECONDPART**

WHEREAS

A. RailTel is looking for offers from Companies willing to work with RailTel on a Pan India project opportunity for one of its Government of India sector clients. and has invited offers from Indian registered Companies with Indian Management for planning, installation, commissioning, testing, optimization, operation, maintenance and training, of Multiprotocol Next Generation Network (NGN), , based on IP/MPLS over an Optical DWDM Backbone, secured using Next Generation GigE

Bulk Encryption Units (BEUs), duly approved by Scientific Advisory Group (SAG), with end to end Operation, Administration and Maintenance (OAM), scalability and management of Quality of Service (QoS).

B. RAILTEL is a Public Sector Undertaking (a 100% owned PSU under the Ministry of Railways) and offers a wide gamut of managed telecom services to the Indian market such as managed leased lines, tower collocation, MPLS based IP-VPN, internet and NGN based voice carriage services;

C. RAILTEL intends to explore the opportunity and participate in the said project. If awarded, RailTel will have to cater several areas under the project.

D. RAILTEL will use its existing infrastructure and explore the possibility of working out a commercial and strategic business relationship with several partners to complete the project;

E. __________has been finalized by RAILTEL as _ who will _ ("Purpose") and both the parties will negotiate a commercial arrangement governing the said purpose;

F. During the course of the above negotiations RAILTEL and________(including its affiliates) may in conjunction with the purpose and for their mutual benefit, disclose to each other certain information being proprietary and/or of confidential nature, and/or RAILTEL and may receive and share or be granted access by the other to such confidential and/or proprietary information which is considered trade secret, proprietary, confidential and/or sensitive**;**

G. The parties and its affiliates wish to ensure the protection and secrecy of their respective confidential information which may be disclosed, received or granted access to by the other party and wish to reduce to writing, their agreement in this respect.

NOW THEREFORE in consideration of the mutual promises, covenants and representations recorded herein by the parties hereto and such additional promises and understanding as are hereinafter set forth, the parties agree as follows:

1. **DEFINITION**

(a) For the purpose of this agreement, the term ‘Confidential Information’ shall mean, in relation to the above defined “Purpose”, and include any information or data of a scientific, technical, commercial or financial nature disclosed by the Disclosing party to the Receiving Party or which is obtained by a party from the other whether in writing, pictorially, in machine readable form, on disc, mail or orally, or by any other means/ modes of disclosure and including without limitation any information contained in any written or printed document, hardware, firmware and software, information related to technology and business activities (including, but not limited to, communication systems, telecommunication, business outlooks, revenue, pricing, trade secrets), computer programs, software (including, without limitations, code, software output, screen displays, file hierarchies and user interfaces), formulas, data, inventions, techniques, technology, know-how, processes, ideas, (whether patentable or not), schematics, specifications, drawings, product designs, product plants, programming, services, strategies, third party confidential information, and corporate and personnel statistics, customer lists (potential or actual) and other commercial information of a confidential nature.

(b) The party disclosing the Confidential Information is referred herein to as “Disclosing Party” and the party to which such Confidential Information is disclosed is referred to herein as “Recipient Party”.

(c) “Affiliate” of the Party shall mean the Company or other person who or which is either controlled by the respective Party or who controls the respective Party or who or which is controlled by same person/ entity who controls the respective Party, either by way of significant shareholding, voting rights or technical collaboration whether directly or indirectly through its affiliate.

2. NON-DISCLOSURE & CONFIDENTIALITY

2.1 Neither party shall be required to disclose any particular information (including but not limited to Confidential Information) to the other and disclosure of any such information shall be entirely voluntary and at the sole discretion of the parties and to the extent deemed necessary by it and is not intended to, and shall not, create any contractual or other relationship or obligation of any kind beyond the terms of this Agreement nor any provision or disclosure of information (including but not limited to Confidential Information) as contemplated hereunder, shall be construed as creating, conveying, transferring by one party on the other any rights, license or authority in or to the information provided. The parties hereto shall use the Confidential Information only for the limited purpose of exploring/ finalizing the possible business relationship between the parties hereto and for no other purpose whatsoever.

2.2 Both the Parties agree and undertake to regard and preserve as Confidential Information provided by each to the other or which may be disclosed, received or granted access to by either party or come to the knowledge of either party in any manner in connection with the negotiations for the possible business relationship.

2.3 (a) In maintaining the Confidential Information hereunder both parties agree that they shall not, without first obtaining the written consent of the other, disclose or make available to any person, firm or enterprise, reproduce or transmit, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except that either party may disclose any Confidential Information to its Directors, officers, employees, or advisors on a "need to know" basis to enable them to evaluate such "Confidential Information" in connection with the negotiation for the possible business relationship between the Parties hereto.

(b) Both parties shall ensure that the said employee(s) and / or the said person(s) shall maintain confidentiality with regard to the disclosed Confidential Information, if any, and shall issue suitable instructions and/or get suitable written undertakings or agreements executed to bind its employees and/or the said person(s) to the same obligations of confidence and safeguarding as the parties hereto and to adhere to the confidentiality/ non-disclosure terms contained in this Agreement.

(c) Save and except for the purposes mentioned in clause (a) above both parties further agree that neither party will part with/ disclose any "Confidential Information" received by it to any other person directly or indirectly nor make copy(ies) or reproduce in any way (including without limitation store in any computer or electronic system any written material/ documents containing "Confidential Information" and such written material/ documents will be retained under strict confidentiality by the receiving party.

(d) Both parties further agree to exercise the same degree of care that it exercises to protect its own Confidential Information of a like nature from unauthorized disclosure, but in no event shall a less than reasonable degree of care be exercised by either party.

2.4 It is mutually acknowledged and agreed that information shall not be considered "Confidential Information" to the extent, that such information:

(a) at the time of disclosure was in the public domain; or

(b) is already known to the receiving party free of any confidentiality obligation at the time it is obtained from other party; or

(c) after disclosure is or becomes publicly known or available through no wrongful act of the receiving party; or

(d) is rightfully received from a third party without restriction; or

(e) is approved for release, disclosure, dissemination or use by written authorization from the Disclosing Party; or

(f) is required to be disclosed pursuant to a requirement of a governmental agency or law so long as the parties provide each other with timely prior written notice of such requirement and provide all reasonable co-operation in regard to taking protective action against such disclosure requirement; or

(g) is disclosed after expiry of 5 (five) years from the date of expiry or earlier termination of this agreement.

However, before any party discloses any Confidential Information under clause 6, either party (to the extent permitted by law) shall use its best endeavor to inform other party of any circumstances and the information that will be disclosed.

2.5 Both parties further agree and undertake not to disclose the information marked "Confidential Information" of the other to their agents or contractors without prior written approval from the other and without having first obtained from each agent or contractor a separate written agreement or undertaking binding them to the same obligations of confidence and safeguarding.

2.6 Both parties further agree that upon termination/ expiry of this Agreement or at any time during its currency, at the request of the Disclosing Party the Recipient Party shall promptly (and in any case, within 15 days of request), deliver to the Disclosing Party all copies of the Confidential Information in its possession or under its direct or indirect control or shall destroy all memoranda, notes and other writings prepared by the recipient party or its affiliates, Directors, officers, employees or advisors to the extent the same are based on the confidential information with a written statement to the effect that upon such return the Receiving Party has not knowingly retained in its possession or under its control, either directly or indirectly, any Information or copies of such (other than Confidential Information embedded in the Receiving Party's records).

2.7 The confidentiality obligations set out herein above shall survive any such return or destruction of Information.

2.8 Except as specifically provided herein, disclosure of confidential information by either party pursuant hereto shall not be deemed to grant to the Recipient party, any rights, interest or property in such confidential information and accordingly both parties agree that they will not directly or indirectly claim or submit any application for grant of any patent, copyright, design right or other intellectual property Rights in, to or on the basis of the confidential information.

2.9 The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach may have no adequate remedy in money or damages and accordingly notwithstanding anything contained in clause 4 hereof, the party not in breach shall be entitled to seek injunctive relief against such breach or threatened breach by the party in breach : provided , however, no specification in this confidentiality Agreement of a specific legal or equitable remedy shall be construed as a waiver or prohibition of any other legal or remedies in the event of a breach or threatened breach of this Agreement and the remedies specified herein shall be in addition to all other reliefs and remedies available to the parties under prevailing laws.

3. GOVERNING LAW & JURISDICTION

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

4. SETTLEMENT OF DISPUTES

(a) If any matter arises between the parties about this agreement then the parties shall meet to discuss the matter and shall negotiate in good faith to endeavor to resolve the matter; however if any matter arising has not been resolved by the parties within thirty (30) days after the date the party raising the matter gave notice of it to the other party then the matter shall be submitted by either party to Arbitration.

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

(c) Each party to the dispute shall appoint one Arbitrator each and the two Arbitrators shall appoint the third or the presiding Arbitrator.

(d) The arbitration proceedings shall be conducted in the English language.

(e) The decision of the arbitrator thereon shall be final, conclusive and binding on both the parties to the Agreement.

(f) Each party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the parties unless the award otherwise provides.

5. **ASSIGNMENT**

This agreement shall not be assignable or transferable by either party without the written consent of the other party.

6. **DURATION OF AGREEMENT**

This agreement shall continue to be in full force and effect for the longer period of the following:
(a) 3 (Three) years from the date of execution of this agreement; or
(b) the period during which any agreement for approved purposes is in force and effect.

7. **TERMINATION**

This agreement may be terminated by either party by giving 30 (thirty) days notice in writing to the other party without assigning any reason whatsoever.

8. **NOTICES**

All notices required by this Agreement shall be in writing, and shall be personally delivered, sent by registered post or by commercial courier, addressed as follows:

To ______

To RAILTEL:
Attn: Mr. J.S. Marwah
RailTel Corporation of India Limited,
Plot no. 143, Sector-44,
Institutional Area, Opp. Gold Souk Mall
Gurgaon - 122 003
Fax: 91-124-4236084

9. **SEVERABILITY**

If the whole or any part of a provision of this agreement is held void, illegal or unenforceable, the parties shall amend that provision in such reasonable manner as it achi eves the intention of the Parties. The remained of this Agreement shall remain in full force and effect and validity.

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

For ______________	**For RailTel Corporation of India Ltd.**
Name: Designation:	Name: Designation:
Witness:	**Witness:**

Annexure 2: EoI Format

The response to the EoI needs should cover following and should reach RailTel before the submission deadline. RailTel reserves the right to reject any response received after the mentioned deadline.

1. The cover letter in the format mentioned in Annexure 3 should be part of the expression of interest being submitted.
2. The applicants need to provide all the reference details/documentary evidences required to fulfill the eligibility index as applicable. The applicants are expected to submit evidences to meet all the eligibility index
3. The applicants need to provide the details of the point of contact who shall be contacted from RailTel for any matter pertaining to the EoI process in the future.

   The format in which the details are to be furnished is mentioned below:
   (PLEASE USE BLOCK LETTERS TO FILL THE TABLE BELOW)

DETAILS OF POINT OF CONTACT			
First Name		Last Name	
Designation			
Official Address			

Contact Number (Office Landline)	
Mobile Number	
Official Email ID	

Annexure 3: Cover Letter Format

COVERING LETTER

(To be on company letter head)

EOI Reference No: **RailTel/EOI/CO/DNM/2016-17/340**

Date:

To,

The Joint General Manager/DNM Corporate

Office,

RailTel Corporation of India Ltd.

Plot No. 143, Sector 44, Gurgaon – 122 003

Dear Sir,

SUB: Participation in the EOI Process

Having examined EoI document bearing the reference number **RailTel/EOI/CO/DNM/2016-17/340**, dated 04/07/2016 released by your esteemed organization, we, undersigned, hereby acknowledge the receipt of the same and offer to participate in conformity with the said EoI.

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

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

Date: Signature with seal –

(In the box)

Name: ____

Designation: ___________________________

Annexure 4: Integrity Pact Programme of RailTel

(a) RailTel has adopted Integrity Pact Program and for implementation thereof all EOIs relating to procurement of OFC, quad cable, pre-fab shelters, electronic equipments and its installations and/or commissioning etc and other item(s) or activity/activities proposed to be carried out or required by the Company for the value exceeding Rs. 15 crores at a time including for repair and maintenance of cable /network and any other items required for special works assigned to RailTel will be covered under the Integrity Pact Program and the vendors are required to sign the IP document and submit the same to RailTel before or along with the applications.

(b) Only those vendors who have purchased the EOI document and signed the IP document can send their grievances, if any, to the Independent External Monitors (IEMs) through the nodal officer, i.e. Chief Vigilance Officer (CVO), RailTel.

Name of IEMs and contact details:

(a) Sh. Ashok Kumar Garg, New Delhi **e-mail:**akgarg1654@gmail.com

(b) Sh. Jayanta Kumar Roy, Kolkata

Name & contact details of Nodal Officer (IP) in RailTel:
Sh. Arun Jain, Chief Vigilance Officer
e-mail: arun@railtelindia.com

(c) If the order, with total value equal to or more than the threshold value, is split to more than one vendor and even if the value of PO placed on any/each vendor(s) is less than the threshold value, IP document having been signed by the vendors at bid stage itself, the Pact shall continue to be applicable.

(d) Applicant of Indian origin shall submit the Integrity Pact (in 2 copies) on a non-judicial stamp paper of Rs. 100/- duly signed by the person signing the bid. If the applicant is a partnership or a, the Integrity Pact shall be signed by all the partners or members.

(e) Applicant of foreign origin may submit the Integrity Pact on its company's letterhead, duly signed by the person signing the bid.

(f) The 'Integrity Pact' shall be submitted by the Applicant duly signed in all pages along with the Bid in a separate envelope, duly superscripted with 'Integrity Pact'. EOI received without signed copy of the Integrity Pact document will be liable to be rejected.

Annexure 5: Integrity Pact

RailTel Corporation of India Limited, hereinafter referred to as “The Principal”.

And

……………………………., herein after referred to as “The Applicant/ Contractor”

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 Applicant(s) and /or Contractor(s).

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

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 EOI 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 EOI process treat all Applicant(s) with equity and reason. The Principal will in particular, before and during the EOI process, provide to all Applicant(s) the same information and will not provide to any Applicant(s) confidential/additional information through which the Applicant(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.

Section 2- Commitments of the Applicant(s) / Contractor(s)

1 The Applicant(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 EOI process and during the contract execution.

a. The Applicant(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 EOI 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 EOI process or during the execution of the contract.

b. The Applicant(s)/Contractor(s) will not enter with other Applicants 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 applications or any other actions to restrict competitiveness or to introduce cartelization in the EOI process.

c. The Applicant(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Applicant(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 Applicant(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the applicant(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 Applicant(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 Applicant(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 Applicant(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from EOI process and exclusion from future contracts

If the Applicant(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 Applicant(s)/Contractor(s) from the EOI process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex-"B".

Section 4: Compensation for Damages

1. If the Principal has disqualified the Applicant(s) from the EOI 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.

Section 5: Previous Transgression

1. The Applicant 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 EOI process.

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

Section 6: Equal treatment of all Applicants / Contractors/Subcontractors.

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

2. The Principal will enter into agreements with identical conditions as this one with all applicants, contractors and subcontractors.

3. The Principal will disqualify from the EOI process all applicants who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation by Applicant(s) / Contractor(s) / Sub contractor(s)

If the Principal obtains knowledge of conduct of an Applicant, Contractor or Subcontractor, or of an employee or a representative or an associate of an Applicant, 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.

Section 8: Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor 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 Applicant(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. 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 Applicant(s)/Contractor(s)/Subcontractor(s) with confidentiality.

4. 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.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. 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.

6. The Monitor will submit a written report to the CMD, RailTel within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

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

8. If the Monitor has reported to the CMD, RailTel, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, RailTel has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word ‘Monitor’ would include both singular and plural.

Section 9: Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Applicants 6 months after 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.

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, this agreement must be signed by all partners or 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.

(For & on behalf of the Principal) (For & On behalf of applicant/Contractor)

(Office Seal) (Office Seal)

Place ____________________

Date ____________________

Witness 1:

(Name & Address)

Witness 2:

(Name & Address

Annexure 6: Compliance Certificate

To,

The Joint General Manager/DNM
Corporate Office,
RailTel Corporation of India Ltd.
Plot No. 143, Sector 44, Gurgaon – 122 003

Dear Sir,

Sub: EOI no. **RailTel/EOI/CO/DNM/2016-17/340** for Bihar Wi-fi project dated 04/07/2016

Further to our proposal ……./……/………, in response to the Expression of Interest for turnkey network project(hereinafter referred to as "EOI") issued by RailTel Corporation of India Ltd., we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the EOI and the terms mentioned below:

S. No.	Clause	Compliance (Yes/No)	Remarks
1	**Advance Payment Bank Guarantee (APBG)**: 10% of the total contract price excluding AMC to be submitted to RailTel within 30 days of signing the contract from a public sector bank. The APBG will deemed to be proportionately and automatically reduced until full extinction along and prorate to value of each delivery, as evidenced by corresponding copy of document providing delivery of invoices of goods/services supplied / provided		
2	**Performance-Cum-Warranty Bank Guarantee** of 5% of value of the contract would be furnished by the seller in the form of a Bank Guarantee. The PWBG shall be from Public Sector bank and shall be submitted by the Seller within one month of signing of the		

S. No.	Clause	Compliance (Yes/No)	Remarks
	contract and shall be valid for a period, until three months beyond the warranty period.		
3	**Liquidated damages:** In the event of failure to submit the Bonds/Guarantees/Documents or/and supply the stores/goods and conduct trials, installation of equipment, training and Maintenance Equipment Table (MET) as per schedule specified in the contract, the buyer may, at his discretion, withhold any payment until completion of the contract. They may also deduct from selected applicant as agreed upon, LD to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of week, subject to maximum value of liquidated damages being not higher than 5% of the value of delayed stores/services.		
4	Applicant shall adhere to the project timelines		
5	Applicants to submit a statement of their existing bank guarantee limits.		

Place:

Date: Seal and signature of the applicant