

RAILTEL CORPORATION OF INDIA LIMITED

E.O.I No: RAILTEL/EOI/MKT/2016-17/VAS/338/1

Dated: 15/07/2016

Ref No: RAILTEL/EOI/MKT/2016-17/VAS/338/1/MVP/2016-17 Dated: 15/07/2016, **EOI for Empanelment of Managed Value Added Service Providers to collaborate with RCIL for implementation of Innovative Value Added Datacenter Services and Services which will add value to RailTel's Broadband and TPaaS Services**

Dear Bidder,

Please find enclosed the following bid documents in original to be used for submission of the bid.

S. No.	TITLE	Section No.
1	Notice Inviting EOI	Section -I
2	Instructions to bidders	Section -II
3	General Conditions of Contract	Section - III
4	Special Conditions of Contract	Section – IV
5	Formats Of Documents To Be Given In Support Of This EOI	Section – V

Please acknowledge receipt of bid documents by signing on duplicate copy of this letter and provide complete address for correspondence including Telephone Number, FAX, Telegraphic address.

Your offer complete in all respects as per enclosed documents must reach latest by 15:00 Hrs. of 09/09/2016 at the following address:

Mr. K Manohar Raja, GM/EB
RailTel Corporation of India Limited,
143, Sector-44
Gurgaon-122003
Tel# +91-124-2714000
Fax# +91-124-4236084

The “Instructions to Bidder” and “General Terms and Conditions” are applicable for this EOI. However, the clauses mentioned in the “Special Conditions of Contract” will supersede the General Terms & Conditions.

The EOI shall be opened at 15.30 Hrs. on 09/09/2016. The representatives of the bidders who wish to be present during bid opening may kindly make it convenient to attend the same.

Signature With Seal
As a Token of Acceptance of all Clauses

Thanking you,

Yours faithfully,

GM/EB,
RailTel Enterprise Limited

Encl: Bid documents

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SECTION – I

NOTICE INVITING EOI

E.O.I No: RAILTEL/EOI/MKT/2016-17/VAS/338/1

Dated :15/07/2016

A) Sealed Offers are invited by RailTel Corporation of India Ltd(RCIL) **for empanelment of Managed Value Added Service Providers (MVP) to collaborate with RCIL for implementation of innovative Value Added Datacenter Services and Services which will add value to RailTel’s Broadband and TPaaS services**

B) This EoI is divided into Two Categories:

- I. Open Category for MVPs
- II. ‘Start Up’ Category for MVPs

C) Sealed Offers are invited from reputed bidders fulfilling the following eligibility requirements.

D) **BIDDER’S ELIGIBILITY CRITERIA:** Pl. refer clause 2 of Section II, Instruction to the Bidders.

EOI fees in the form of Demand Draft /of Rs. 5,000/- (Rs.Five Thousand Only) drawn on any scheduled bank in Delhi, in favour of RailTel Enterprise Limited, payable at New Delhi (Non-Refundable).

EMD to be deposited: EMD in the form of Demand draft of Rs 2,00,000/- (Rs Two Lakh only) to be deposited along with bid issued by any scheduled bank in favour of RailTel Corporation of India Ltd payable at New Delhi.

EOI document can also be downloaded from the website www.railtelindia.com and the EOI fees has to be attached with the offer documents.

Summary

1	Name of Work	EOI for empanelment of Managed Value Added Service Providers to assist RCIL for implementation of innovative services.
2	Cost of the EOI fee	Rs. 5,000/- (Rupees Five thousand only) in the form of DD in favor of “RailTel Corporation of India Limited.” payable at New Delhi.
3	EOI Document	Can be Downloaded from www.railtelindia.com

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4	EMD to be deposited along with bid	Rs 2,00,000/- (Rupees Two Lakhs) in the form of DD in favor of "RailTel Corporation of India Limited." payable at New Delhi.
5.	Office of issue:	RailTel Corporation of India Limited, 143, Sector-44 Gurgaon-122003
6.	EOI Document available from	17:00 Hrs. on 15/07/2016
7.	Feedback/suggestions in written from Bidder up to	15:00 Hrs. on 29/07/2016
8	Pre Bid Conference	15:00 Hrs on 11/08/2016
8.	Last Date & Time of Submission of EOI	15.00Hrs. on 09/09/2016
9.	Date & Time of opening of EOI	15.30Hrs. on 09/09/2016

N.B. RCIL reserves the right to change the above dates at its discretion.

GM/EB,
RailTel Corporation of India Limited

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SECTION – II

INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

RailTel Corporation of India Ltd(RCIL) invites offers for **EOI for Empanelment of Managed Value Added Service Providers to collaborate with RCIL for Implementation of Innovative Value Added Datacenter Services and Services which will add value to RailTel’s Broadband and TPaaS Services.** The offers for this EoI are invited in following two categories:

- I. Open Category for MVPs
- II. ‘Start Up’ Category for MVPs

DEFINITIONS:

- a. **“The RCIL** “means the RailTel Corporation of India Ltd(RCIL).
- b. **“The “Bidder / MVP (Managed Value Added Service Provider) / Partner”** means the individual or the firm or the Consortium who participate in this EOI and submits its bid to deliver the obligations under this EOI and related agreements etc.
- c. **“Advance Purchase Order (APO)”** means letter indicating the intention of the RCIL to place Purchase Order on the bidder.
- d. **“The Purchase Order”** means the order placed by the RCIL on the MVP signed by the RCIL including all attachments and appendices thereto and all documents incorporated by reference there in. The Purchase Order shall be deemed as “contract” as defined below
:
- e. **“Contract”** means the agreement between RCIL and the successful bidder called MVP / Partner for the execution of the works including supply of deliverables in compliance of empanelment and subsequent service execution through RCIL.
- f. **“Contract Date”** means the date on which the Contract comes into effect.
- g. **“Projects / Works / Services”** means the jobs undertaken by the MVP in order to complete the task falling within the scope of the Contract.
- h. **“Commissioning”** means successful completion of all deliverables related to the services executed by the empanelled bidder from time to time.

2. ELIGIBILITY CONDITIONS FOR BIDDERS:

- 2.1. The following criterion shall be met by the Bidders who intend to participate in this EOI and only those Bidders who qualify the following conditions, need put in the proposal:

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2.1.1. General Eligibility: For the purpose of this EOI, bidders can be either a individual or proprietorship firm, Limited Company/Private Limited Company / Partnership or LLP (Limited Liability Partnerships) / or a registered business entity and in order to support this, the bidders has to be registered under the same name with any one Government tax authority or import export code or bank account in name of the bidders or PAN Card or any other legal registration document. Single entity as well as consortiums is eligible for bidding.

2.1.2. Consortium: Consortium is allowed in Open Category only. A consortium may comprise of any of the entity mentioned above and there can be a maximum of 2 members in a consortium. Only one offer shall be accepted from one organization. A consortium agreement and undertaking has to be attached with the EOI documents (APPENDIX I in section V). The consortium members can form a JV or a new business entity to implement the service in the post EOI stage but before execution of agreement with RCIL. However, if any member of the Consortium quits the consortium during the service implementation phase, the Lead bidder shall be responsible to continue the service for the duration of the agreement with the Competent Authority (RCIL). The remaining member may be allowed to induct a new member under intimation to the Competent Authority (RCIL) for the duration of the service. However at all times, the consortium should meet the eligibility criteria laid in this EoI. **No consortium is allowed in ‘Start Up Category’**

2.1.3. Mandatory Criteria:

- a) Offers of only those bidders (the consortium members may meet the mandatory criteria jointly i.e. any one of the consortium members must have this average turnover) shall be shortlisted who have a minimum average annual turnover of 5 crores per annum for the last three audited financial years duly supported by a CA certificate(APPENDIX II in section V).. A certificate issued by CA has to be attached along with Balance Sheet, Profit & Loss account and ITR for the same. In case the company has only two years ITR (Income Tax Returns), then the provisional balance sheet of the current financial year duly certified by Chartered Accountant shall be accepted.
- b) In order to spur innovation and entrepreneurship, there will be special ‘Start Up’ category as per Policy Circular No. 1(2)(1)/2016-MA dated 10th March, 2016, of Ministry of Micro, Medium & Small Enterprises. The minimum requirement is that the services should be commercially in operation for a period of 6 months. However, RailTel will validate services before launch. In order to be eligible for ‘Start Up’ bidders will have to submit proof of registration / recognition of ‘Start Up’ by Government of India.

Bidders are required to state explicitly if they wish to be considered under the special ‘Start Up’ category.

- c) The bidder shall submit relevant experience with the bids

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S. No.	Pre-Qualification Criteria	Documentary Evidence Required in Open Category	Documentary Evidence Required in Start Up Category
1	The MVP should be an OEM or ISV and be the owner of IPR for the equipment or software or its authorized representatives of such OEM or ISVs.	Certification in support of owning the product or equipment or authorization certificate.	Certification in support of owning the product or equipment or authorization certificate.
2	The MVP should have Cumulative turnover of at least INR 5 Crores in last 3 years in India/abroad as per the consolidated financial statements.	Copy of audited relevant financial statements for the entity or its global entity for the last 3 years	No Turnover Requirement
3	The MVP must have profitable operations in INDIA/Abroad for at least 2 of the last 3 years preceding the date of submission of EoI.	Copy of audited profit and loss statement for the entity or its global entity for last 3 years	Not Applicable
4	The MVP should be sole proprietary concern, VAS Provider firm of a company registered with the Registrar of Firms/Registrar of Companies (as applicable)	Memorandum and Article of Association	Memorandum and Article of Association
5	The MVP should not have been blacklisted by any of the Government Organizations / PSUs for the past 2 years.	Self-Declaration	Self-Declaration
6	The MVP must have provided the services as VAS for a Telco /ISP for a period of at least 6 months or provided the service individually to enterprise/retail customers for	Attach work orders/certificates specifying “completion” or “satisfactory work in progress” OR Reference Details on the VAS	Attach work orders/certificates specifying “completion” or “satisfactory work in progress” OR Reference Details on the VAS

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a period 1 year.	Provider's letter head with contact details for reference.	Provider's letter head with contact details for reference.
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2.1.4. The Bidder shall submit necessary documentary proof showing that they meet the eligibility criteria along with their EOI bid. All documents submitted will also be self-attested by the person authorized by the business entity or all consortium members (APPENDIX III in section V).

2.2. Non fulfillment of the above said criteria shall result in rejection of technical bids . Any rejected offer shall not be eligible for empanelment as MVP for RCIL.

3. COST OF BIDDING:

3.1. The Bidder shall be responsible for all the costs associated with the preparation of its Proposal and its participation in the bidding process. RCIL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of bidding.

3.2. RCIL shall have no liability in this regard if it decides to terminate the process of short-listing for any reason whatsoever.

4. BID DOCUMENTS:

4.1. The Bid Documents include the following:

S. No.	TITLE	Section No.
1	Notice Inviting EOI	Section -I
2	Instructions to bidders	Section -II
3	General Conditions of Contract	Section - III
4	Special Conditions of Contract	Section – IV
5	Formats Of Documents To Be Given In Support Of This EOI	Section – V

4.2. The Bidder is expected to examine all instructions, forms, terms and conditions in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids, Bids which are not substantially responsive to the Bid Documents in every respect may result in non-consideration of the bid.

4.3. In respect of interpretation/clarifications of any clause of this EOI and in respect of any matter relating to this EOI, the decision of RCIL will be final.

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- 4.4. This EOI does not constitute any form of commitment on part of RCIL. Furthermore, this EOI confers neither the right nor an expectation on any company to participate in the proposed Service. RCIL reserves the right to not consider any or all the applications (bids) received or stop the process of EOI at any stage, if it is required to meet its business objectives.. The partner shall bear all costs associated with the preparation and submission of the EOI. The RCIL will, not be responsible or liable for any costs, regardless of the conduct or outcome of the bidding process.
- 4.5. This EOI Document is not an agreement and is not an offer or invitation by the RCIL to any party other than the Bidders who are qualified to submit the Proposal (Bidders). The purpose of this EOI Document is to provide the Bidder with information to assist the formulation of their proposals. This EOI Document does not purport to contain all the information each Bidder may require. This EOI Document may not be appropriate for all persons, and it is not possible for the RCIL to consider the investment objectives, financial situation and particular needs of each party who reads or uses this EOI Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this EOI document and where necessary obtain independent advice from appropriate sources. RCIL, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the EOI Document. RCIL may in their discretion to pursue its business and social objectives may update, amend or supplement the information in this EOI Document.
- 4.6. **Bidder's Responsibility** – The following is the sole responsibility of the bidder:
- 4.6.1. The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of EOI Document will be Bidder's own responsibility.
- 4.6.2. It would be deemed that prior to the submission of Proposal, the Bidder has:
- 4.6.2.1. Made a detailed examination of the terms and conditions of the EOI documents
- 4.6.2.2. Received all information as may be required to be given by RCIL
- 4.6.2.3. Satisfied itself about all matters, things and information including matters hereinabove necessary and required for submitting an informed Proposal, execution of the Service in accordance with the Bid Documents and performance of all of its obligations there under;
- 4.6.2.4. All other matters that might affect the Bidder's performance under the terms of this EOI Document.
- 4.6.2.5. RCIL shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

5. CLARIFICATION OF BID DOCUMENTS

- 5.1. A prospective bidder, requiring any clarification on the Bid Documents shall notify the RCIL in writing or by FAX at the RCIL's mailing address indicated in the invitation of Bid. Copies of the query (without identifying the source) and clarifications by the RCIL shall be uploaded on RCIL's website.

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- 5.2. Any clarification issued by RCIL in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of relevant clauses of the bid documents.
- 5.3. RCIL may hold a pre-bid conference to discuss the queries raised by prospective bidders. Venue, date and time shall be displayed on the website.
- 5.4. The bidders are required to keep a watch on the RailTel website w.r.t. any amendment in the EOI document or to clarification to the queries raised by the bidders till a day prior to the opening of the bid. RCIL reserves the right for rejection of bids if the bids are submitted without taking into account these amendments/clarifications. Further bidder will be fully responsible for downloading of the EOI document and amendments for their completeness.
- 5.5. All correspondence/ enquiries should be submitted to the following in writing by post/courier/e-mail:
ATTN. OF: K. Manohar Raja, GM/EB
ADDRESS: RailTel Corporation of India Limited,
143, Sector-44,
Gurgaon-122003
E-mail id: kmr@railtelindia.com
- 5.6. In case of change of pre bid meeting date and time, the details of the meeting will be published on the website and interested bidders must keep track of the same.
- 5.7. RCIL may amend the EOI Document based on inputs provided by Bidders that may be considered acceptable in its sole discretion and such changes shall be notified on the website.
- 5.8. No interpretation, revision or other communication from RCIL regarding this solicitation is valid unless in writing and is signed by the Competent Authority of RCIL.
- 5.9. RCIL reserves the right for non consideration of bids if the bids are submitted without taking into account these amendments/clarifications. Further bidder will be fully responsible for downloading of the EOI document and amendments for their completeness.

6. UNCONDITIONAL BIDS:

- 6.1. Bidders may note that RCIL may not entertain any deviations to the EOI Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the EOI Document with all its contents. Any conditional Proposal may be regarded as non-responsive and could be liable for non consideration.

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7. AMENDMENT TO BID DOCUMENTS:

- 7.1. At any time, prior to the date of submission of bids, the RCIL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify/alter any terms & conditions of the bid documents by amendments.
- 7.2. The amendments shall be posted on the web-site and these amendments will be binding on them.
- 7.3. In order to give prospective bidders reasonable time to take the amendments into account while preparing their bids or for any other reason, the RCIL may, at its discretion, extend the last date / time for the submission of bids suitably.

8. PREPARATION OF BIDS:

8.1. LANGUAGE AND CURRENCY OF BID: The Bid prepared by the Bidder and all correspondence and documents relating to the bid, exchanged by the bidder and the RCIL shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language but it is to be accompanied by an English translation of its pertinent passage(s) duly signed and verified as true English translation. The responsibility for the correctness of the translation will be solely and completely on the bidder and RCIL shall not be responsible for any loss/likely loss due to error in translation what so ever. In such cases, for the purpose of interpretation of the bid, the English translation shall only govern. The currency for the purpose of the Proposal shall be the Indian Rupee (INR).

8.2. DOCUMENTS COMPRISING THE BID: The bid prepared by the bidder shall comprise the following components:

- 8.2.1. Documentary evidence established in accordance with clause 2 in section II indicating that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted
- 8.2.2. An EOI fee is furnished in accordance with clause 11 section II.
- 8.2.3. Service illustrations are present in the offer documents.
- 8.2.4. All documents and Appendix as have been mentioned in the EOI documents.
- 8.2.5. Clause by clause compliance of this EOI.

9. BID FORM:

9.1. The EOI offer shall contain the Cover Letter (APPENDIX IV in section V) along with all relevant documentations as envisaged in the EOI Documents.

10. DOCUMENTS NEEDED FOR ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

10.1. Pursuant to Clause 2, the bidder shall furnish, as part of the bid, documents establishing the bidder's eligibility to bid, and its financial and technical capability to perform the services as envisaged in the EOI documents.

10.2. **The documents shall comprise of following:** -The bidder shall furnish information sheets as per APPENDIX IX in section V as part of the bid documents

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establishing the bidder's eligibility, the following documents or whichever is required as per terms and conditions of Bid Documents.

10.2.1. Cover Letter as per APPENDIX IV Section V

10.2.2. Company / Consortium Registration Document as per Appendix I in SECTION V.

10.2.3. CA Certificate as per APPENDIX II in Section V along with copy of balance sheet/ P& L account.

10.2.4. Authorization letter issued in favour of the signing authority on behalf of the bidder / consortium as per Appendix III in SECTION V

10.2.5. Service concept notes proposed.

10.2.6. Near Relative Certificate (APPENDIX V in section V): The bidder should give a certificate that none of his/her near relative is working in the units as defined below where he is going to apply for the EOI. This has to be issued under signature of the Authorized Signatory. Due to any breach of these conditions by the company or firm or any other person the bid will be cancelled at any stage whenever it is noticed and RCIL will not pay any damage to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit. The near relatives for this purpose are defined as: -

10.2.6.1. Members of a Hindu undivided family.

10.2.6.2. They are husband and wife.

10.2.6.3. The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

10.2.7. EMD furnished in accordance with clause 11.3 in section II.

10.3. One softcopy of complete proposal in PDF format should be submitted in a pen drive along with the proposal.

10.4. If any document is not submitted by bidder at the time of submission of bid in support of Bidders Eligibility Criteria, evaluation of bids will be based on available documents in the bid and non-submission of documents will be treated as non-availability of documents.

10.5. The right to suspend the short –listing process or part of the process to accept or reject any or all applications at any stage of the process and/ or to modify the process or any part thereof at any time without assigning any reason is reserved by RCIL without any obligation or liability whatsoever.

11. EOI FEES and EMD

11.1. While submitting the EOI response bids, the bidders have to attach a Demand Draft / Pay Order of Rs. 5,000 (Rupees Five Thousand Only) payable at New Delhi in favour of RailTel Enterprise Limited. This has to be attached with the EOI response documents.

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11.2. The EOI fees is non refundable. Pursuant to clause 10.2.7 the bidder shall furnish, as part of his bid, a bid security for an amount of Rs 2,00,000/- (Two Lakh only) in the form of Demand draft in favour of M/s RailTel Enterprises Limited payable at New Delhi at the time of submission of bid. The bidders (small scale units) who are registered with National Small Scale Industries Corporation UNDER SINGLE POINT REGISTRATION SCHEME are exempted from payment of bid security up to the amount equal to their monetary limit. In case of bidders having monetary limit as “NO LIMIT”, “WITHOUT LIMIT” or “MORE THAN Rs 50 LAKHS”, the exemption will be limited to Rs.50,00,000/- (Rupees Fifty Lakhs) only. A proof regarding current registration with NSIC for the TENDERED ITEMS will have to be attached along with the bid. (For details of returns/ adjustments/ forfeiting, refer to clause 11.6 and 11.7 below).

11.3 The EMD is required to protect the RCIL against the risk of bidder’s conduct, which would warrant the forfeiture of the EMD, pursuant to Para 11.7.

11.4 The EMD which is in the form of a Demand draft issued by a Scheduled Bank of India in favour of M/s RCIL, valid for a period of 180 days from the date of bid opening.

11.5 A bid not secured in accordance with Para 11.3 shall not be opened by the RCIL as it is non-responsive and the bid will be returned unopened.

11.6 The EMD of the unsuccessful bidder will be returned as promptly as possible.

11.7 The successful bidder’s EMD will be discharged upon the bidder’s acceptance of the offer of RCIL for empanelment satisfactorily and furnishing the performance security.

The EMD may be forfeited:

(a) If a bidder withdraws his bid during the period of validity specified by the bidder on the Bid form or

(b) In the case of a successful bidder, if the bidder fails to sign the contract and furnish performance security in accordance with clause 3 section III.

(c) In both the above cases, i.e. 11.7 (a) & (b), the bidder will not be eligible to participate in the tender for same item for one year from the date of issue of offer. The bidder will not approach the court against the decision of RCIL in this regard.

12. PERIOD OF VALIDITY OF BIDS

12.1. The Proposal shall indicate that it would remain valid for a period not less than 150 days from the Proposal Due Date. A bid valid for a shorter period shall be rejected by the RCIL as non-responsive. RCIL reserves the right to reject any Proposal that does not meet this requirement.

12.2. In exceptional circumstances, the RCIL may request in writing the bidder’s unqualified/unequivocal consent for extension(s) to the period of bid validity. A Bidder

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may refuse the request without forfeiting its Bid Security. A Bidder agreeing to the request will not be allowed to modify its Proposal, but would be required to extend the validity of its EOI Deposit for the period of extension. The Empanelled Bidders shall extend the Proposal Validity Period till the date of execution of the Draft Service Agreement.

13. FORMAT AND SIGNING OF BID:

- 13.1. The bidder shall prepare Two (2) numbers of copies of the bid, clearly marking one copy as 'Original Bid' and the other as "Copy". In the event of any discrepancy between them the 'Original Bid' shall govern/prevail.
- 13.2. EOI form should be clearly filled in ink/duly typed giving full name and address of the party and in English Language only. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English.
- 13.3. Any interlineations, erasures, over-writing, alterations, additions, etc. will disqualify the EOI unless such interlineations, erasures, over-writing, alterations, additions, etc. are legibly attested and signed by the party.
- 13.4. If the Proposal consists of more than one volume, Bidder must clearly number the volumes.
- 13.5. An index of various documents and page no., where it is available, shall be given.
- 13.6. That the document (all pages) must be signed by an authorized signatory of the bidder/ consortium.
- 13.7. The bid submitted shall be sealed properly.

14. PROCEDURE FOR SUBMISSION OF BIDS:

- 14.1. The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the EOI. Failure to furnish all the necessary information as required or submission of a proposal. Bids not substantially responsive to all the requirements of the EOI shall be at Bidder's own risk and may be liable for rejection.
- 14.2. All copies of the EOI offer should be numbered sequentially and signed by the bidder on each page.

15. SEALING AND MARKING OF BIDS:

- 15.1. The bid should be submitted in an envelope containing the original and one copy of the bid duly marked 'ORIGINAL' & 'COPY'. Envelope by the personal seal of the bidder.
- 15.2. Bidders shall submit their Proposals by registered post or by hand at the following office address on or before the last date and time for receipt of proposals mentioned in the EOI documents. The envelope shall be addressed to:

General Manager/ Enterprise Business,
RailTel Corporation of India Limited,

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143, Sector-44
Gurgaon-122003

- 15.3. The Bidder shall seal the Proposal duly marking the envelope (**EOI for Empanelment of Managed Value Added Service Providers to collaborate with RCIL for Implementation of Innovative Value Added Datacenter Services and Services which will add value to RailTel's Broadband and TPaaS Services**); the EOI number and the words 'DO NOT OPEN BEFORE' (due date & time) and Category "Open or Start Up" (as the case may be).

Footer: Submitted By: "Name, Address of the Bidder"

- 15.4. If the envelope is not sealed and marked as instructed above, the Proposal may be deemed to non-responsive and would be liable for rejection. RCIL assumes no responsibility for the misplacement or premature opening of such Proposal.
- 15.5. The EOI offer shall indicate the name and address of the bidders to enable the bidder to return the bid unopened in case it is declared 'late' or rejected.

16. DEADLINE FOR SUBMISSION OF BIDS AND BID OPENING VENUE:

- 16.1. Bids must be received by the RCIL at the specified address not later than **15:00 hrs of 09/09/2016**.
- 16.2. Bids delivered in person on the day of bid submission shall be delivered up to **15:00 Hrs. of 09/09/2016**. The RCIL shall not be responsible if the bids are delivered elsewhere.
- 16.3. The RCIL may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with Clause 7 Section II in which case all rights and obligations of the RCIL and bidders subject to the previous deadline will thereafter be subject to the deadline as extended.
- 16.4. **Venue of EOI Opening:** Bid will be opened in RailTel Corporate Office, at 15:30 Hrs. on the due date. If due to administrative reason, the venue of Bid opening is changed, it will be informed on RailTel's website: www.railtelindia.com

17. LATE BIDS:

- 17.1.1.** Any bid received by RCIL after the prescribed time for submission of the bid as per Clause 16 Section II may be rejected and returned unopened to the bidder.
- 17.1.2.** Any delay beyond the due date and time in receipt of bid documents through post / courier shall render the bid invalid. Telegraphic / fax/ e-mail bid etc. shall be summarily rejected.

18. MODIFICATION AND WITHDRAWAL OF BIDS:

- 18.1. The bidder may modify or withdraw his bid after submission provided that written notice of the modification or withdrawal is received by the RCIL prior to the deadline prescribed for submission of bids.
- 18.2. The bidder's modification or withdrawal notice shall be prepared, sealed, marked
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and dispatched in accordance with the provision of Clause 15 section II. A withdrawal notice may also be sent by FAX but it shall be followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

18.3. No bidder is allowed to modify, substitute, or withdraw the Proposal after its submission.

18.4. No bid may be withdrawn in the interval between the deadline for submission of the bid and the expiry of period of bid validity specified by the bidder on the bid form.

19. REJECTION OF BIDS / ANNULMENT OF EMPANELMENT:

19.1. RCIL reserves the right to reject any / all responses to EOI without assigning any reason thereof and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision. While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents and RCIL may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Bidder, if the Bidder has:

19.1.1. Failed to provide clarifications related thereto, when sought;

19.1.2. Any bidder found indulging in malicious campaign or disinformation campaign against any official of the RCIL or any other bidders either directly or through third parties, at any time during the post EOI publishing date, shall be liable for rejection of bids and other legal actions as per law. Such bidders may also be blacklisted by the RCIL.

19.1.3. During the EOI process, sudden appearance of complaints / media reports against any Official / Participating Bidders shall result in rejection of bid if any entity or any person or outside associate of a bidder is prima facie found to be involved in such activities to hamper prospects of other competing bidders.

19.1.4. The bids will be recorded/ returned unopened if covers are not properly sealed.

19.1.5. The bids will be rejected at opening stage if EOI fee is not submitted and bid validity is less than the period prescribed in the EOI documents.

19.1.6. If the eligibility / mandatory criteria condition is not met and/or documents prescribed to establish the eligibility are not enclosed, the bids will be rejected without further evaluation.

20. BID OPENING BY RCIL:

20.1. The RCIL will open the EOI offers, in the presence of authorized bidder's representatives (as per format at APPENDIX III in section V in the EOI Documents) who choose to attend, at the date and time specified in NIT. The bidder's representatives, who are present, shall sign an attendance register. Authority letter to this effect shall be submitted by the bidder/representative before they are allowed to participate in bid opening.

20.2. A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.

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20.3. The Bidder's name, modifications, bid withdrawal and the presence or absence of the requisite EOI fee and such other details as the RCIL, at its discretion, may consider appropriate will be announced and recorded at the time of bid opening.

The date fixed for opening of bids, if subsequently declared as holiday by the RCIL, the revised date of schedule will be notified on RailTel's website. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

21. CLARIFICATION ON SUBMITTED BIDS:

21.1. To assist in the examination, evaluation and comparison of bids, the RCIL may, at its discretion ask the bidder for any clarification(s) of its bid OR to give their presentation on their offer, to explain their capability to undertake the service and to respond to any question from RCIL. The request for clarification and the response shall be in writing and no change in the EOI offer shall be sought, offered or permitted.

21.2. However no post Bid clarifications at the initiative of the Bidder shall be entertained.

22. EVALUATION:

22.1. RCIL shall evaluate the bids to determine whether they are complete, whether required EOI fees and EMD have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

22.2. Prior to the detailed evaluation pursuant to clause 21 as mentioned above, the RCIL will determine the substantial responsiveness of each bid to the EOI Document. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the EOI Documents without material deviations. The RCIL's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

22.3. Prior to evaluation of Proposals, RCIL will determine whether each Proposal is responsive to the requirements of the EOI Document. A Proposal shall be considered responsive if it meets the eligibility and mandatory criteria.

22.3.1. It is received by the Proposal Due Date.

22.3.2. It is signed, sealed, and marked as stipulated in the EOI documents.

22.3.3. It contains the information and documents as requested in the EOI document.

22.3.4. It contains information in formats specified in the EOI Document.

22.3.5. There are no inconsistencies between the Proposal and the supporting documents.

22.3.6. It meets the mandatory criteria as specified in the EOI documents.

22.3.7. Bidder will have to give a presentation on their eligibility, experience, approach, strategy and methodology for implementation of the target service before a designated committee as per date and time communicated to them.

22.4. A bid, determined as substantially non-responsive will not be considered by the RCIL and shall not subsequent to the bid opening be made responsive by the bidder by

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correction of the non-conformity.

22.5. The RCIL may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

22.6. RailTel may at its discretion based on its business objectives limit the number of MVPs in each category or not consider certain services which may not be a priority sector for RailTel in the current year.

22.7 The bids of only the eligible VAS Providers would be evaluated for their solution capabilities.

22.8 The bid 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 (Open Category)	Score (Start Up Category)
A	Company Profile	25	20
B	Solution Presentation	20	25
C	Proposed Commercial Business Model	40	40
D	NOC (DC & DR) establishing and running experience in similar services/business or Telecom network	15	15
	Total	100	100

22.9 Company Profile: Evaluation Criteria for Open Category

S. No.	Company Profile	Score	Max Score	Documentary Evidence Required
A	Experience in Deployment of Proposed Value Added Services (in last 5 years)			
	More than 1000 end customers	10	10	Confirmation from client on letter head confirming deployment
	More than 250 end customers	7		
	More than 100 end customers	5		
B	Experience with Telco's/ISP's/Government Sector/ Enterprise Client's(in last 5 years)			
	VAS relationship with Telco in India/abroad	10	10	Confirmation from Government Sector Clients/ Pvt. Clients/Telco's/ISP's letter head confirming services completed
	Proposed service provided to Govt./PSU	7		
	Proposed service provided to more than 5 enterprises	5		

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S. No.	Company Profile	Score	Max Score	Documentary Evidence Required
C	Patent/IPR held or filed.	5	5	Self-Declaration

Company Profile: Evaluation Criteria for Start Up Category

S. No.	Company Profile	Score	Max Score	Documentary Evidence Required
A	Experience in Deployment of Proposed Value Added Services (in last 6 months)			
	More than 250 end customers	5	5	Confirmation from client on letter head confirming deployment
	More than 100 end customers	3		
	More than 50 end customers	1		
B	Experience of Manpower Working in Company			
	15 Years+	10	10	Documentary Evidence of Qualifications and Experience
	10 Years +	7		
	5 Years +	5		
C	Patent/IPR held or filed.	5	5	Self-Declaration

22.10 Solution Presentation (Maximum Marks: 20 for Open Category and 25 for Start Up Category)

VAS Provider is required to provide a detailed presentation to RailTel containing at least the following:

S.No.	Content
1	Target segment/ Market Research for the solution/services
2	VAS Providers expectations/requirements from RailTel (infra & Investment (if any), manpower, marketing support aiming others).
3	Functionalities of the proposed solution/services platform
4	Minimum Technical Specifications of the proposed solution
5	Specifications of the proposed solution/services
6	Remote Monitoring Capabilities of the solution

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7	Application Architecture and System Design
8	Proposed rollout plan
9	Maintenance and Support locations in India
10	Sales and Distribution Channel capabilities
11	Commercial Model proposed by the VAS Provider (i.e. Current Market Price, Flexibility on proposed Selling price, revenue projections etc.)

22.11 Proposed Commercial Business Model (Maximum Marks: 40)

- a. VAS Provider is required to share the proposed commercial model for Proposed Value Added Services as per details provided in Section 3.7
- b. VAS Provider is also required to share the revenue model that they propose for RailTel including the projected revenues for RailTel.
- c. The VAS Provider shall also propose the functional model for financial payouts (Income distribution, transactions, collections and payouts, timelines etc.)
- d. RailTel would evaluate the commercial model based on the factors including:
 - ✓ Projected revenue forecasts
 - ✓ Committed revenue for RailTel
 - ✓ Projected cost heads
 - ✓ Completeness of assumptions made for the commercial model

22.12 NOC (DC & DR) establishing and running experience (Maximum Marks: 15)

The VAS Provider is required to provide Work-Orders/ Self-declaration certificate with the details of the experience (Scale, Period, etc.) for NOC (DC & DR) establishing and running experience in similar service/business or Telecom Network.

23. CONTACTING THE RCIL:

- 23.1. Information relating to the examination, clarification and comparison of the Proposals shall not be disclosed to any bidder or any other persons not officially concerned with such process until the selection process is over. The undue use by any Bidder of confidential information related to the process may result in rejection of their bid.
- 23.2. Subject to clause 21, no bidder shall try to influence the RCIL on any matter relating to its bid, from the time of the bid opening till the time, the contract is awarded, or at any other time and in the event of its being so established by RCIL, the bidder's bid may be cancelled.
- 23.3. Any effort by a bidder to modify his bid or influence the RCIL, in the RCIL's bid

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evaluation, bid comparison or contract award decisions, may result in the rejection of the bid.

24. RCIL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

24.1. The RCIL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of the RCIL's action.

25. AWARD OF CONTRACT: PLACEMENT OF ORDER

25.1. The RCIL shall consider placement of offer for empanelment only on those eligible bidders whose offers has been found technically and commercially acceptable.

25.2. All submitted offers shall be evaluated and offers of those bidders who meet the mandatory criteria and offers are found viable for execution by RCIL shall be empanelled by RCIL for sourcing and execution of services from time to time. Since this is an empanelment, RCIL reserves the right to empanel any or all the parties eligible.

26. NOTIFICATION OF EMPANELMENT:

26.1. The issue of empanelment order shall constitute the intention of RCIL to enter into contract with the bidder.

26.2. Within a maximum of 7 days from the date of issue of the Letter of Empanelment, the MVP shall acknowledge the receipt of LOA (Letter of Acceptance).

27. AGREEMENT

27.1. An agreement would be executed simultaneously to ensure successful working of the system between the RCIL and the bidder / consortium selected to implement the system that would also define the terms and conditions for completion of the service in a time-bound manner. In the event that any provision of the agreement is rendered invalid or unenforceable by any law or regulation or declared null and void by any Court of Competent Jurisdiction, that shall be reformed, if possible to conform to law and if reformation is not possible, that part of the Agreement shall be amended/deleted, the remainder of the provisions of the agreement shall remain in full force and effect. That this contract and the agreement shall endure irrespective of change of constitution of the implementing agency or any amendment to the act / rules / regulations / bye laws hereafter made and shall have an arbitration clause in the agreement. That the EOI document and outcomes of all negotiations with the selected bidder shall form a part of the agreement. Amendments / additions may also be necessitated on account of Coordination Committee deliberations.

27.2. Draft Agreement (as per format at APPENDIX VIII in section V) has been enclosed with the EOI documents.

28. SIGNING OF THE CONTRACT:

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28.1. The signing of agreement as per APPENDIX VIII in section V shall constitute the empanelment of bidder. Agreement will be signed only after submission of performance guarantee by the selected partner.

28.2. Upon the successful bidder furnishing performance security pursuant to clause 3 under section III, RCIL shall discharge the EMD.

29. The bidder / lead bidder should give a certificate on letter head that none of his/her near relative is working in the units as defined below where he is going to apply for the EOI. The bidder certificate will presume that in case of proprietorship firm it means the certificate for the proprietor and in the case of partnership firm the certificate means for all the partners and in case of limited company for all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time. Directors appointed by Govt. of India or the Governor of the state. Due to any breach of these conditions by the company or firm or any other person the bid will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and RCIL will not pay any damage to the company or firm or the concerned person.

The company or firm or the person will also be debarred for further participation in the concerned unit.

The near relatives for this purpose are defined as: -

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.
- (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

The format of the certificate to be given is
“I.....s/o.....r/o..... hereby certify that none of my relative(s) as defined in the EOI document is/are employed in RCIL unit as per details given in EOI document. In case at any stage, it is found that the information given by me is false/ incorrect, RCIL shall have the absolute right to take any action as deemed fit/without any prior intimation to me.”

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SECTION – III
GENERAL CONDITIONS OF CONTRACT

1. APPLICATION:

1.1. The general conditions shall apply in all contract made by the RCIL for the procurement of goods/services.

2. PATENT RIGHTS:

2.1. The MVP shall indemnify the RCIL against all third-party claims/actions of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in service delivery by the MVP.

3. PERFORMANCE BANK GURANTEE OR SECURITY DEPOSIT:

3.1. The successful bidders shall furnish Performance Bank Guarantee of Rs Fifteen lakhs (Rs15,00,000/-)only before signing of the Agreement at the time of empanelment as per Appendix VII in section V. PBG shall be valid for seven years six months from the date of signing of the Agreement. The MVP should agree to renew the PBG from time to time till expiry of agreement or till RCIL is satisfied that the terms & conditions of said agreement have been fully and properly carried out by the MVP. Without prejudice to its rights of any other remedy, on failure of the MVP to provide services under this agreement or in case of any breach in terms and conditions of the Agreement, RCIL shall en-cash / forfeit the said Performance bank Guarantee.

3.2. The service specific Performance Bank Guarantee (PBG) on service to service basis on the total value of the service will be submitted by the empanelled MVP to whom the work is awarded before the start of work. This shall be as per the conditions of contract related to a service which has to be implemented by the MVP and differ on a service to service basis and shall be furnished by the MVP as and when required to be furnished under a specific agreement. The duration of the service based PBG will be six months more than the duration of service. The Bank Guarantee / Security Deposit shall be forfeited or deductions made or en-cashed in the following cases:

3.2.1. If the MVP withdraws from the service midway during the service term.

3.2.2. If the MVP fails to perform its obligations except for force majeure situations.

3.3. The proceeds of the performance security shall be payable to the RCIL / client as compensation for any loss resulting from the MVP's failure to complete its obligations under the Agreement related to execution of specific services for which RCIL designated it as its implementation partner.

3.4. The performance security shall be in the form of Bank Guarantee issued by a scheduled Bank and in the format as intimated by the client who has given business to RCIL/MVP.

3.5. The performance security will be discharged by the RCIL after completion of the MVP's performance obligations including any warranty obligations under the specific service Agreement.

4. DELIVERY AND DOCUMENTS:

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- 4.1. Delivery of the goods/services shall be made by the MVP in accordance with the terms specified by the RCIL on a service to service basis. The goods shall remain at the risk and responsibility of the MVP until commissioning in each city has been completed.
- 4.2. The delivery of the equipment/services shall commence as specified and be completed within time schedule specified in the specific service for MVP by RCIL either as a sub contractor of RCIL or as a consortia partner.
- 4.3. RCIL and its MVP shall be allowed to reproduce strictly for its own use as per requirements, handbooks and drawings for training, installation and maintenance requirements. Handbooks shall be written in a clear and precise form in the English language to ensure efficient execution and management of services. Standard instruction manuals and handbooks shall also be supplied by the MVP.

5. PAYMENT TERMS:

- 5.1. Normally, RCIL shall not make any financial investments in the services acquired through MVP. However once capacity building within RCIL has been done, then the RCIL value addition will go on increasing. In such cases, the revenue model may be decided by RCIL on case to case basis.
 - 5.1.1. RCIL will act as a collection agent for the partners services and the revenue share of partners services will be passed on to the partner after deduction of license fees, taxes and government levies etc and only the RCIL portion will be considered as RCIL revenue.
 - 5.1.2. The Payments to the MVP's will be on back to back basis.
 - 5.1.3. All payments received from the clients shall be deposited in a joint non operative escrow account having joint signatures of a representative of RCIL and the MVP. That this account shall have two operative sub-accounts one operated by RCIL and other by the MVP and all revenues received from the client shall be split and transferred automatically on daily basis as per agreed ratio between the two sub accounts.
 - 5.1.4. That a separate account shall be opened for each service and bank charges for the same shall be split equally between both the PARTIES.
 - 5.1.5. Adequate instructions shall be issued to the Bank for all statutory tax compliances related to the service.
 - 5.1.6. In case of advance money received by RCIL, the same can be released to the MVP only against the requisite bank guarantee (BG) for equivalent amount.
 - 5.1.7. Accounts between the parties shall be reconciled on quarterly basis.
- 5.2. If the payments are received from the customer, then it will be sufficient reason to pay the Partner.
- 5.3. In case of any customer dispute for payment the adjustment shall be done in the subsequent bill and same may be adjusted with the partner.

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5.4. RCIL reserves the right to adjust any amount due to RCIL and payable by partner to RCIL from the any payments due from RCIL and the Performance Bank guarantee to RCIL.

6. PROGRESS REPORT:

6.1. The MVP shall, at its own costs, compile, prepare and submit on time, periodical progress reports (monthly or as required by RCIL) on the progress of delivery implementation or both, whichever applicable as well as physical progress of service undertaken by MVP.

7. FORCE MAJEURE:

7.1 If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by the either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this and contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the RCIL as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at its option terminate the contract.

7.2 Provided also that if the contract is terminated under this clause, the RCIL shall be at liberty to take over from the MVP at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacturer in possession of the MVP at the time of such termination of such portions thereof as the purchaser may deem fit excepting such materials / bought out components and stores as the contractor may with concurrence of the purchaser elect to retain.

8. TERMINATION FOR DEFAULT: Any of the following events shall constitute an event of default by the Bidder entitling the Competent Authority to terminate the concessions granted to the Bidder:

8.1. The RCIL may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the MVP, terminate this contract in whole or in part.

8.1.1. If the MVP fails to deliver any or all of the goods/services within the time period(s) specified in the Contract, or any extension thereof granted by the RCIL.

8.1.2. If the MVP fails to perform any obligation(s) under the Contract; and

8.1.3. If the MVP, in either of the above circumstances, does not remedy his failure within a period of 30 days (or such longer period as the RCIL may authorize in writing) after receipt of the default notice from the RCIL.

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8.2. Gestation period of 12 months shall be given to the MVP after the date of issue of Empanelment Letter and signing the agreement for business generation and within this period at least business work order of 1 crore has to be acquired by the efforts of MVP.

8.2.1. If the selected MVP fails to generate even one lead of this volume, the MVP shall be given another grace period of additional 3 months to acquire service(s) of at least 1 crore value. If the MVP fails to deliver even in the extended grace period then the empanelment shall stand terminated without any further notice.

8.2.2. Post the acquisition, this should be executed and payments realized within the stipulated time frame as mentioned in the contract with the client.

8.3. Upon occurrence of any of the defaults, the RCIL would follow the procedures of issuing time bound Notice/Show Cause before deciding on termination of the agreement. The decision of the RCIL shall be final and binding on the Bidder.

8.4. In such case the RCIL shall intimate the selected bidder in writing about all issues where performance is below the expected level or is not satisfactory and the selected bidder shall be given 90 days to rectify the same. Failure to rectify the same shall result in termination of the contract.

8.5. The contract shall not be terminated for failure to discharge responsibilities due to force majeure situations or failure by RCIL to meet conditions precedent.

9. TERMINATION FOR INSOLVENCY:

9.1. The RCIL may at any time terminate the contract by giving written notice to the MVP, without compensation to the MVP, if the MVP becomes unwilling, bankrupt or otherwise insolvent.

10. DISPUTE REDRESSAL MECHANISM

10.1. The Parties shall endeavor to settle by mutual conciliation any claim, dispute, or controversy (“Dispute”) arising out of, or in relation to this service.

10.2. That a Coordination Committee (headed by the Nodal Officer of this service) consisting of representatives of the RCIL and the MVP / other stakeholders shall be constituted to address any issue that may arise during implementation of the service and resolve all issues related to any services through mutual discussions and good faith. That the said Coordination Committee shall have the powers to improvise the service functionalities in due course of time and such suggestions can be added as improvements in the Agreement and such decisions subject to approval of the Nodal Officer shall deemed to have been approved by the Competent Authority. This will be within the scope of work.

11. ARBITRATION

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- 11.1. All the disputes, differences, controversies / differences of opinions, breaches and violation arising from the Agreement between parties shall be resolved by mutual discussions / reconciliations in good faith.

If the dispute, difference, controversies / differences of opinion, breaches and violation arising from or related to the Agreement, then such questions, disputes or differences (except as to the matters, the decision to which is specifically provided under this Agreement) shall be referred to the sole arbitration of any person appointed in terms of the provisions of Arbitration and Conciliation Act 1996 (As amended from time to time) by the designated officer of RCIL CMD/COO as the case may be or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of any person appointed by such officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the designated officer of RCIL CMD/COO as the case may be or by whatever designation such an officer may be called (hereinafter referred to as the said officer)., In the event of such an Arbitrator to whom the matter is referred, being vacating his office or neglecting his work or being unable to act for any reason whatsoever, the designated officer of RCIL CMD/COO as the case may be or the said officer shall appoint another person to act as an Arbitrator and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

Arbitration and Conciliation Act, 1996 and the rules made there under or any statutory modification or re-enactment thereof or any rules made thereof shall be deemed to apply to the arbitration proceedings under this clause.

- 11.2. **The Arbitration proceedings shall be in English language. The venue of the arbitration proceeding shall be Delhi.**

- 11.3. The law of land as promulgated/modified/amended or replaced from time to time shall govern this agreement. The agreement shall be subject to exclusive jurisdiction of courts at New Delhi.

12. SET OFF:

- 12.1. Under no circumstances shall any or some of money due and payable to MVP (including security deposit refundable to him) under this Agreement be appropriated by RCIL or any other person(s) contracting through the RCIL and set off the same against any claim of RCIL or such other person or person(s) for payment of a sum of money arising out of this Agreement or under any other Agreement made between MVP and RCIL or such other person(s) contracting through the RCIL Except when,

- 12.2. Such dues are required to fulfill, upto determined liability, any penalty (this shall be as per the conditions set by the client that has given Work order to RCIL to execute the service) or fine imposed on RCIL by appropriate authorities or government, or the said client.

- 12.3. Such dues are payable to third party jointly by RCIL and MVP under this Agreement, upto the amount MVP may be partly liable.

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- 12.4. For the purpose of this clause, all determination required prior to set-off shall be made as per dispute redressal mechanism under this Agreement, save and except where such determination is mutually agreed upon.
- 12.5. Upto the point the final determination is arrived out by the Dispute Redressal Mechanism, RCIL may provisionally withheld the disputed amount, as it reasonably believes to be the liability of the MVP.

SECTION – IV

SPECIAL CONDITIONS OF CONTRACT

1. OBJECTIVE OF THE EOI:

1.1. As the country is witnessing Broadband revolution and in pursuance of expansion of Business in the field of IT / ITES / Digital India / Make in India etc. available nationally with public sector / private sector as well as similar proposals internationally, this EOI has been floated for Empanelment of eligible bidders as Managed Value Added Service Providers to assist RCIL in acquisition and execution of such Services.

1.2. It is expected that Managed Value Added Service Providers will work with RCIL to acquire new businesses at their own cost and will make investments to execute such services on revenue sharing basis CAPEX / OPEX models. RCIL is also open to the idea of utilizing the huge infrastructure of RailTel to rollout such services. The following list is illustrative only and any services can be added / deleted based on mutual discussions.

1.2.1. Smart City

1.2.2. Startup India

1.2.3. Digital India including IT, ITES, Telecom Sector application

1.2.4. Skill Development

1.2.5. Training & Capacity Building Project etc

1.2.6. IOT (Internet of Things)

1.2.7. Digitally Enabled Project Management And Services

1.2.8. Digitally Enabled Revenue Administration & Augmentation projects

1.2.9. Digitally Enabled Audits

1.2.10. Real Estate Solutions including Monetization of land assets of RCIL and other undertakings of Government

1.2.11. Solution to improve ease of doing business

1.2.12. CSR Projects

1.2.13. Big Data Analytics

1.2.14. Security and surveillance solutions

1.2.15. Education / Infotainment

1.2.16. Entertainment

1.2.17. Health

1.2.18. Gaming

1.2.19. VOIP/Hosted Contact Center

1.2.20. Financial Inclusion

1.2.21. Digital Locker

1.2.22. Logistics Tracking

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- 1.2.23. Anti-Virus / Managed Internet
- 1.2.24. Services for Agriculture/ Fisheries
- 1.2.25. Security/Surveillance
- 1.2.26. Assisted E-Commerce
- 1.2.27. Cloud Play out
- 1.2.28. Disaster Management
- 1.2.29. Retail Sector
- 1.2.30. Spirituality
- 1.2.31. Lifestyle
- 1.2.32. Location based services
- 1.2.33. Any other mutually agreeable services in line of the above.

2. SCOPE OF WORK:

- 2.1.** RCIL is looking for developing core capabilities through partners (who will be called as Managed Value Added Service Providers for developing, securing and executing business created using IT and Telecom as vehicle for revolution) in contributing such services exploiting the strength of RailTel.
- 2.2.** The terms and conditions with the MVP in the individual contracts will be as per customer choice and preferences. In cases where there is any conflict between the customers' requirements and the provisions mentioned in this EOI then the customers' requirements will prevail and will be settled between RCIL and MVP through mutual discussions.
- 2.3.** The SLA's (Service Level Agreements) as well as penalty will be on back to back basis. Adequate process of customer complaint resolution by the partner will be established on mutual discussions with RCIL.
- 2.4.** RCIL and MVP shall bear all costs/expenses pertaining to all statutory permissions/clearances from different Government Agencies/Statutory Bodies and other local bodies for setting up/operating their respective functions as detailed out in this EOI.
- 2.5.** The MVP shall not transfer its rights and obligations under this agreement to any other party. In case of a merger or amalgamation of MVP or RCIL with any other entity, the rights and obligations under this agreement will stand transferred to the merged entity.
- 2.6.** Liability: Except as provided in this agreement, hereinabove, neither party shall be liable to other party or any other party by virtue of termination of this agreement for any reason whatsoever for any claim for loss or profit or on account for any expenditure, investment, leased, capital improvements or any other commitments made by the other party in connection with their business made in reliance upon or by virtue of this agreement.
- 2.7.** Co-Branded Service with the MVP can be considered on mutual discussion basis.

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2.8. It must be noted that while all the information and data regarding this service, to the best of the RCIL's knowledge, accurate within the considerations of scoping the proposed contract, has been provided in this document and RCIL holds no responsibility for the accuracy of this information and it is the responsibility of the bidders to check the validity of data included in this document. Each bidder must conduct survey of the existing processes and make independent evaluation of the scope of work. No bidder can hold the Competent Authority responsible for non-understanding of the scope of work. The process is fully in public domain and no separate information shall be given to any bidder by the Competent Authority on this account.

2.9. The prospective bidders are advised to acquaint themselves and are presumed to be fully aware of the local conditions of RCIL in general. No dispute regarding the local and surrounding conditions, geographical or political shall be entertained by the Competent Authority. The Competent Authority shall only endeavor to make the conditions as congenial and favorable for carrying out the Service as possible within its power and day to day affairs shall be managed by the selected bidder at their own cost and risk.

3. ROLES AND RESPONSIBILITIES

3.1. The broad roles and responsibilities of different partners will be as follows. In case any activity is not explicitly defined then the same will be settled on mutual agreement basis.

3.2. ROLES AND RESPONSIBILITY OF THE EMPANELLED MVP: The successful bidder has to provide as under:

3.2.1. Securing Business in consultation with RCIL at their own cost, acting as strategic partner of RCIL.

3.2.2. Make all investments in service acquisition and execution.

3.2.3. The MVP shall deploy and provide such qualified and experienced personnel as may be required to perform the services under the service acquired for implementation at its own cost.

3.2.4. Make payments to RCIL as per specific service agreements.

3.2.5. PBG of Rs 15,00,000/- (Rupees fifteen Lakhs) and service specific PBG on service to service basis shall be submitted by the MVP to RCIL as per clause 3 Section III. For every service all the cost relating to the EMD / Bid security and PBG shall also be borne by the MVP. If need arises, PBG shall be arranged by MVP in name of RCIL or as per requirement on case to case basis.

3.2.6. In discussion with RCIL, MVP may be asked to arrange the same to the customer on behalf of RCIL.

3.2.7. MVP / PARTNER may have back-end relationship with other specialized entities for providing necessary equipment / services / solutions. These relationships shall not have any liability on RCIL and RCIL shall, in no way, be a party to it.

3.2.8. Hold monthly Coordination Committee meetings with the Nodal Officer of the Department and update on progress of the work and transfer all data to the Nodal Officer.

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- 3.2.9. All taxation and other Governmental Statutory Tax compliances in its domain shall be the liability of the bidder.
- 3.2.10. The selected bidder is free to coordinate with any stakeholder to expedite service execution.
- 3.2.11. Since this is an arrangement on revenue share basis, the ownership of equipment / stores supplied by the partner for partner's share of work will be with partner. Their proper up keep and maintenance along with replacements if any, as and when needed, will be the partner's responsibility.
- 3.2.12. The MVP has to take responsibility for violation of any law or direction of statutory authority or found to be in contravention of intellectual property rights (IPR) etc. during service execution phase if that responsibility was within the domain of MVP and vice a versa.
- 3.2.13. The MVP shall be responsible for obtaining the copyrights/IPRs at its own costs, for the entire content of various types provided

3.3. ROLES AND RESPONSIBILITY OF RCIL: RCIL shall provide all support and enforcement to help execution of the service for the period of contract and all approvals etc as may be required for execution of the said service. This shall include but not limited to the following:

- 3.3.1. RCIL shall provide a conducive organizational atmosphere for the set up to operate the service.
- 3.3.2. RCIL shall enter into an agreement for legal sanctity to the work carried out at the place.
- 3.3.3. Coordination Committee Meet: - RCIL shall hold one coordination committee meeting in the first week of every month which shall be the platform to resolve any issues related to service implementation through mutual discussions and in good faith. The duration may be adjusted as per service requirements.
- 3.3.4. If the MVP so desires, following arrangement can be made
 - 3.3.4.1. RailTel Data center for hosting Data Center Managed Services at discounted rates as determined by the provider of such facility.
 - 3.3.4.2. RailTel telecom connectivity for providing services in this contract, then the required connectivity will be provided at the rates as determined by the provider of such facility.

4. SERVICE EXECUTION MODE:

- 4.1. The Managed Value Added Service Provider (MVP) will develop business in consultation with RCIL. After developing business, the deal can be converted into firm orders, normally in the following ways:
 - 4.1.1. **ON NOMINATION BASIS TO RCIL BASED ON EFFORTS OF MVP:** In such cases, normally initially the budgeted quote is required to be given. The same will be given to customers by taking the budgeted quote from the concerned MVP. The RCIL may moderate (increase / decrease) the price quoted based on their own

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experience (if any). Once business is received by RCIL on nomination basis through any MVP, then price discovery will be done by calling the rates from the empanelled MVP's. In case the MVP through whom the business has been secured is not the L1 bidder for select or all the items, then first right of refusal by "Counter Offer" will be given to that MVP through whom the business has been secured for matching the L1 price for that select or all the items. In case the MVP accepts it then the service will be awarded to him, otherwise the service will be given to the actual L1 bidder.

4.1.2. THROUGH TENDER / EOI / NEGOTIATIONS BY CUSTOMER:

Irrespective of whether the tender participation happens independently or in consortium with the MVP, then the price bid will be quoted in consultation with the concerned MVP, as such service has been bid with MVP as a strategic partner and they are responsible for submitting a reasonable and winning quote to RCIL and other partners like RailTel etc. If work is awarded then the work will be carried out as per the commercial arrangements quoted / agreed upon. In case any negotiation is done by the customer before awarding the work then all parties will agree for a revised share / quote, which will be applicable for the service.

4.1.3. DIRECT LEADS WITH RCIL - In addition there could be some cases, where

lead has directly come to RCIL. Then the work can be ear marked to any MVP for further persuasion based on the RCIL own assessment. Normally such decision will be taken by RCIL based on past performance and / or experience of the MVP in that sector / customer / industry. The decision of RCIL will be final and binding. After persuasion by MVP the business may come in the ways explained above. The further course of action will be taken as per the procedure outlined.

4.1.4. ON NOMINATION BASIS TO RCIL WITHOUT THE EFFORTS OF MVP:

Further there could be some cases, where work has been awarded to RCIL on nomination directly on the own initiative of RCIL on different business models such as Fixed Cost, Cost plus etc. In such cases the procedure prescribed for the case "On Nomination Basis to RCIL" will be followed. Only exception will be that work will be awarded to L1 bidder.

5. EXCLUSIVITY/BASIC PRINCIPLES FOR FUTURE ADAPTATIONS

5.1. The relationship is on non-exclusive basis for both the parties.

5.2. Though Non-exclusive but RCIL visualizes very long term relationship through this EOI. The initial period of empanelment under this EOI is 7 years and then it can be extended on mutual terms and conditions. During this period various new regulations / change in external as well as internal environments may happen. There could be a change in RCIL as well as Partners conditions. RCIL may induct other partners as well. However, the existing services will continue with the partner.

5.3. For any service which has been acquired by the efforts of a MVP, the said MVP shall have the first right of refusal. If the said MVP gets work order from RCIL to execute the service then it shall have the exclusive right for the implementation of the said service for the time period as defined in the service agreement between RCIL (with or without

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consortium partner) and the MVP and no agreement or arrangement permitting such activities by any other party shall be entered into with any other party during the concession period by the Competent Authority.

5.4. If the MVP fails to meet the deadlines of the said service or is not able to implement the service in stipulated time then RCIL in addition to invoking of the Performance Bank Guarantee, may get the contract implemented, upon such terms and in such manner as it deems appropriate from any other party. Any excess amount, which it may incur in doing so, will be paid by the MVP. The RCIL may, without prejudice to its other rights under law or the contract provided elsewhere, purchase the balance quantity of the goods and not make any payments to MVP for such services not rendered/supplies not made. Any excess amount, which it may incur in doing so, will also be paid by the MVP.

5.5. The partner can sell the services in the name of RCIL

6. TARGET TO ACHIEVE CUSTOMERS

6.1. Gestation period of 12 months shall be given to the MVP after the date of issue of Empanelment Letter and signing the agreement for business generation and within this period at least business work order of 1 crore has to be acquired by the efforts of MVP.

6.1.1. If the selected MVP fails to generate even one lead of this volume, the MVP shall be given another grace period of 3 months to acquire service(s) of at least 1 crore value. If the MVP fails to deliver even in the extended grace period then the empanelment shall stand terminated without any further notice.

6.1.2. Post the acquisition, this should be executed and payments realized within the stipulated time frame as mentioned in the contract with the client.

6.2. That the target set above shall become effective and binding on the selected MVP from the date of issue of work order, provided however the following conditions are fulfilled by the RCIL to go ahead with the service:

6.2.1. All administrative approvals are granted/ with all sanctions and NOCs/clearances/ approvals required to complete the service/ coordination committee is notified with the other procedural formalities for effective implementation of the service as per the service guidelines in the EOI documents.

6.2.2. Non Compliance of Conditions Precedent: it is agreed that, if the above preconditions are not met 90 days from the date of such agreement, then the RCIL shall, at the option of the selected agency, complete all such required approvals by extending the time limit by another suitable duration as both parties may decide collectively.

6.3. The above mentioned targets are the minimum targets for determining the satisfactory working of the partner.

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6.4. If conditions above are not met in stipulated time from the date of signing the agreement despite all support of RCIL made available to the MVP as mentioned in the EOI Documents then RCIL shall have the right to terminate the Empanelment agreement.

7. CUSTOMER COMPLAINT RESOLUTION

7.1. That this shall be as per the Service Level Agreement for specific contracts that become operational and as per the roles and responsibilities of the RCIL&MVP.

8. AUDIT AND INSURANCE

8.1. AUDIT: Service related main Joint Escrow Account (not the individual operative account) audited by a qualified Chartered Accountant at the end of each Quarter and within 3 months from the end a particular financial year. RCIL shall authorize the MVP to access the transaction details of the joint escrow account for accounting and audit purposes.

8.2. INSURANCE: Parties hereto categorically agree to get the insurance covered for their respective service areas by themselves and shall not be liable to each other for the loss and / or damage arising thereto under such service areas as agreed to in this agreement.

9. VALIDITY OF THE AGREEMENT

9.1. Agreement shall remain in force initially for a period of Seven (07) years on non-exclusive basis from the date of award of work and can be extended further with mutual consent. This agreement shall be valid for its full term unless revoked as per the clauses and mechanism defined in this Agreement. RCIL reserves the right to enter in agreement with other partners also except in respect of services which have already been made operational with the MVP.

9.2. However the individual agreements for any customer in vogue at the end of master agreement will continue to be in operations, even if the main MVP empanelment agreement has not been extended due to any reasons.

9.3. RCIL shall have the right of first refusal and settle all financial obligations within 60 days of having communicated its willingness to exercise the option to buy any operational service from the MVP.

10. MODIFICATION IN THE TERMS AND CONDITIONS OF AGREEMENT:

10.1. The terms and conditions of the agreement are subject to modification by mutual agreement based upon the request of either party.

11. EXIT CLAUSE

11.1. The MVP may exit from this business or prematurely revoke this agreement by giving ten months written notice to RCIL after one year lock in period. Similarly RCIL can also exit prematurely from this agreement after giving 10 months written notice to Partner after one year lock in period. This shall be done without any claim of liability on each other.

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11.2.Exit Option Exercised By MVP:

- 11.2.1. In case any service is already operational and RCIL wants to acquire the assets and want to continue with the service then in such case RCIL may acquire the asset created by the MVP for delivery of service, on mutually agreed depreciated value and/or RCIL will have the first right of acceptance/refusal.
- 11.2.2. The depreciated value of equipment – the net value of the equipment as determined by charging depreciation at rates specified under Schedule VI of the Companies Act of India, 1956 as amended from time to time under the Written Down Value method.

11.3.Exit Option Exercised By RCIL:

- 11.4. In cases where RCIL has exercised the exit option, the assets created by the MVP will be of the MVP and they will be free to use it any fashion as deemed fit. However, the services of existing customers will be decided based on mutual discussions.
- 11.5. After exit from the agreement as a result of being empanelled under this EOI:
 - 11.5.1. Neither party shall represent the other party in any of its dealings.
 - 11.5.2. Neither party shall intentionally or otherwise commit any act (s) as would make a third party to believe that the other party is still the former Party's service provider; as the case may be.
 - 11.5.3. The expiration or termination of the agreement for any reason whatsoever shall not affect any obligation of either party having accrued under this agreement prior to the expiration or termination shall be without prejudice to any liabilities of either party to the other party existing at the date of expiration or termination of the agreement.

12. TRANSFER AND TERMINATION OF AGREEMENT:

- 12.1. MVP shall not transfer its rights and obligations under this agreement to any other party. In case of a merger or amalgamation of MVP or RCIL with any other entity, the rights and obligations under this agreement will stand transferred to the merged entity.
- 12.2. That if there is a change in the constitution of the MVP or RCIL, its successor body shall be bound by the agreement and service related commitments during its validity period.
- 12.3. RCIL reserves the right to terminate the agreement for
 - 12.3.1. Any breach or non-observance or non-fulfillment of agreement conditions related to service deliverables.
 - 12.3.2. Any other violation of clauses of this EOI / agreement
 - 12.3.3. RCIL may suspend / terminate the agreement with sixty days' notice. In case of the case leading to termination then further action will be taken as per exit clause of this EOI document.
- 12.4. Neither party shall intentionally or otherwise commit any act (s) as would make a third party to believe that the other party is still the former Party's service provider; as the case may be.
- 12.5. The expiration or termination of the agreement for any reason whatsoever shall not affect any obligation of either party having accrued under this agreement prior to the expiration or termination shall be without prejudice to any liabilities of either party to

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the other party existing at the date of expiration or termination of the agreement in relation to services which are already operational.

13. RIGHT TO INSPECT

13.1. Both parties will provide the necessary facilities for continuous monitoring of the services under implementation, at its own cost, when required by RCIL or any Statutory Authority empowered to do so. The inspection will ordinarily be carried out after reasonable notice except in circumstances where giving such a notice before may defeat the very purpose of the inspection, a notice after such inspection shall be provided, also assigning reason for such exceptional circumstances.

14. CONFIDENTIALLY AND NON-DISCLOSURE OF INFORMATION

14.1. Information relating to the examination, clarification, evaluation and recommendation for the short listed Bidders shall not be disclosed to any person not officially concerned with the process. RCIL will treat all information submitted as part of Proposal in confidence and will ensure that all who have access to such material treat it in confidence. RCIL will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure.

14.2. Confidential Information” shall collectively mean any and all information (whether commercial, non-commercial, business, proprietary, personal or technical), studies, subscription lists, analysis, data, or other documents in written, graphic, oral, or other tangible or intangible forms developed, licensed to and/or owned by any of the parties to this agreement and / or disclosed by one party (owner) to another (recipient) that is prior to or at the time of disclosure, identified in writing as confidential, or such information that by its inherent nature or circumstances of disclosure is deemed to be confidential, or proprietary, or is orally delivered, summarized in writing by Owner and delivered to the Recipient within 15 days of such disclosure. Confidential information shall also be deemed to include any and all information that is obtained by the Recipient or the non-disclosing party in performance of the obligations provided in the agreement. All personally identifiable data regarding customers of RCIL shall be deemed confidential information without the need to identify such items as confidential or proprietary. The confidential information shall always remain the property of the owner.

14.3. Recipient may use confidential Information of owner only for the purpose. Recipient may disclose confidential information received hereunder to its employees strictly on a need to know basis, for the purpose and who are bound to protect the received confidential information from unauthorized use and disclosure under the terms of a written agreement of similar nature. The recipient further agrees that it shall not use the confidential information of the owner for its own benefit, or the benefit of any third party, even in furtherance of the purpose without the prior written consent of the owner.

14.4. The recipient shall ensure that confidential information is not disseminated or accessible to or used by any person, whosoever, who strictly does not have the need to know such information and shall put in place at least such control as it employs with respect to its own proprietary or confidential information of like importance which it does not desire to have disseminated or published, but in any case using no less than a

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reasonable degree to care. Further, the Recipient shall not make or have made copies of the confidential information in any medium without the consent of the owner.

- 14.5. In the event Recipient is required by law, regulation or court order to disclose any of Owner's confidential information, recipient will promptly notify owner in writing prior to making any such disclosure in order to facilitate owner seeking a protective order or other appropriate remedy from the proper authority. Recipient agrees to cooperate with owner in seeking such order or other remedy.
- 14.6. The obligation of confidentiality and use with respect to confidential information disclosed hereunder shall survive any termination of this agreement or expiration of the agreement for a period of 5 years unless extended by the owner in writing.
- 14.7. The recipient shall ensure that the physical security, data integrity, handling, storage etc. of all confidential information shall conform to the standard security measures. Notwithstanding anything contained herein MVP agrees that the data integrity and physical security of the confidential information shall not be compromised in any manner.
- 14.8. Except upon mutual written agreement, or as may be required by law, no party shall in any way or in any form disclose the existence, discussions or negotiation leading to or any matter covered under service agreement.
- 14.9. The Parties acknowledge that confidential information is unique and valuable, and that disclosure in breach of this agreement will result in irreparable injury to owner for which monetary damages alone would not be an adequate remedy. Therefore, the Parties agree that in the event of any breach or threatened breach of confidentiality, the owner shall be entitled to specific performance and injunctive or any other equitable relief as a remedy for any such breach or anticipated breach. Any such relief shall be in addition to and not in lieu of any appropriate relief or claim for monetary compensation or damages.

15. PROHIBITION OF CERTAIN ACTIVITIES BY THE MVP

- 15.1. MVP shall not indulge in any project which is prohibited by Indian Laws.
- 15.2. MVP shall not engage, on the strength of this agreement, in the provision of any service other than the services agreed upon in this Agreement, without prior agreement in addendum to this Agreement regarding such service with RCIL.
- 15.3. To remove any doubt, it is hereby clarified that nothing contained in above para does not include MVP activities related to engaging in advertising and promotional activities relating to service deliverables under a specific contract or efforts to source a service for RCIL.
- 15.4. Neither party shall be entitled to use the names, trademarks, service marks or logos of the other without the other's prior written approval.

16. LIABILITY:

- 16.1. Except as provided in this agreement, hereinabove, neither party shall be liable to other party or any other party by virtue of termination of this agreement for any reason whatsoever for any claim for loss or profit or on account for any expenditure,

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investment, leased, capital improvements or any other commitments made by the other party in connection with their business made in reliance upon or by virtue of this agreement.

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SECTION V

FORMATS OF DOCUMENTS TO BE GIVEN IN SUPPORT OF THIS EOI

APPENDIX I:

CONSORTIUM UNDERTAKING ON RS 10 STAMP PAPER

TO WHOMSOEVER IT MAY CONCERN

This is to state that for the purpose of the **EOI for Empanelment of Managed Value Added Service Providers to collaborate with RCIL for implementation of Innovative Value Added Datacenter Services and Services which will add value to RailTel's Broadband and TPaaS Services**, we have agreed to form a Consortium as under:

S. No.	Name Of Agency With Address	Name Of Signing Authority Along With Designation	Role In Consortium
1			
2			

Signature Party 1:

Signature Party 2:

Signature With Seal
As a Token of Acceptance of all Clauses

CA CERTIFICATE ON LETTER HEAD OF CA FIRM

TO WHOMSOEVER IT MAY CONCERN

This is to state that upon perusal of books of accounts of M/s , it is stated that their turnover is as under:

	FY 2013-14	FY 2014-15	FY 2015-16
Turnover In Crores			

That the average turnover in the last three financial years or last two audited balance sheet and current year provisional balance sheet shows an average turnover ofcrores.

Signature Of CA Firm With Seal

Note: Please also submit the copy of the profit and loss account.

Signature With Seal
As a Token of Acceptance of all Clauses

APPENDIX III:

AUTHORISATION ON THE LETTERHEAD OF THE BIDDER / CONSORTIUM

TO WHOMSOEVER IT MAY CONCERN

This is to state that for the purpose of the **EOI for Empanelment of Managed Value Added Service Providers to collaborate with RCIL for implementation of Innovative Value Added Datacenter Services and Services which will add value to RailTel's Broadband and TPaaS Services** , we have hereby authorized Sh/Ms working in capacity of with M/s to execute all documents on behalf of the Consortium for the above said EOI.

Signature Party 1 with seal:

Signature Party 2 with seal:

Signature With Seal
As a Token of Acceptance of all Clauses

EOI COVER LETTER – BID FORM

Ref:
Date:

To,
General Manager / Enterprise Business
RailTel Enterprise Limited,
143, Sector-44
Gurgaon-122003

REF: EOI for Empanelment of Managed Value Added Service Providers to collaborate with RCIL for implementation of Innovative Value Added Datacenter Services and Services which will add value to RailTel’s Broadband and TPaaS Services

Dear Sir,

1. I/We, the undersigned, having carefully examined the referred EOI offer to participate in the same, in full conformity with the said EOI and all the terms and conditions thereof.
2. We agree to abide by this Proposal, consisting of this letter, our Pre-qualification, Technical and Commercial Proposals, for a period of 90 days from the date fixed for submission of Proposals as stipulated in the EOI and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. I/ We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the MVP for the aforesaid Service, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
4. I/We have enclosed towards EOI fees a Bankers Cheque/ Demand Draft No. dated drawn on for Rs 5,000/- (Rupees FiveThousand Only) that has been enclosed with this letter.
5. We undertake, if our Bid is accepted, to commence our services as per scope of work as specified in the contract document.
6. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
7. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
8. That Sh working in the capacity of on behalf of our Company / Consortium is hereby authorized to sign all EOI documents.

Signature

Name
Designation

Signature With Seal
As a Token of Acceptance of all Clauses

APPENDIX V:

ON THE LETTERHEAD OF THE BIDDER / CONSORTIUM TO BE SIGNED BY THE
AUTHORISED SIGNATORY

Ref:

Dated:

SUB: NEAR RCILATIONS CERTIFICATE

**REF: EXPRESSION OF INTEREST ENQUIRY NO. _____ DATED
.../.../2016 - EOI for Empanelment of Managed Value Added Service Providers to
collaborate with RCIL for implementation of Innovative Value Added Datacenter Services
and Services which will add value to RailTel's Broadband and TPaaS Services**

I.....s/o.....r/o.....
.....

..... hereby certify that none of my
company / consortium directors' relative(s) as defined in the EOI Document is/are employed
in RCIL unit as per details given in EOI Document. In case at any stage, it is found that the
information given by me is false / incorrect, RCIL shall have the absolute right to take any
action as deemed fit/without any prior intimation to me.”

Signature:

Name:

Designation: Authorized Signatory:

Duly authorized to sign the bid for and on behalf of

Signature With Seal
As a Token of Acceptance of all Clauses

APPENDIX VI:

ON THE LETTERHEAD OF THE BIDDER / CONSORTIUM TO BE SIGNED BY THE
AUTHORISED SIGNATORY

Ref:
Dated:

SUB: AUTHORIZATION FOR ATTENDING BID OPENING

**REF: EXPRESSION OF INTEREST ENQUIRY NO. _____ DATED
.../.../2016 - EOI for Empanelment of Managed Value Added Service Providers to
collaborate with RCIL for implementation of Innovative Value Added Datacenter Services
and Services which will add value to RailTel's Broadband and TPaaS Services**

Sir,

I have submitted our bid for the EOI as mentioned
above (Item of work) which is due to open on (date).

We hereby authorize Mr. & Mr. (alternative) whose
signatures are attested below, to attend the bid opening for the tender mentioned above on our
behalf.

S. No.	Name	Signature

Above Signatures Attested

Name:
Designation:

For M/s

Along with date & Seal

Note: Permission for entry to the hall where bids are opened may be refused in case
authorization as prescribed above is not received.

Signature With Seal
As a Token of Acceptance of all Clauses

PROFORMA FOR PERFORMANCE BANK GUARANTEE

To

CMD,
RailTel Corporation of India Ltd(RCIL).
143, Sector-44
Gurgaon-122003

In consideration of the RCIL having agreed to sign an agreement with M/sto..... (Hereinafter called 'MANAGED VALUE ADDED SERVICE PROVIDERS') to engage services of Managed Value Added Service Providers to assist RCIL for implementation of innovative Services as per the EOI No.....(hereinafter called 'the said agreement') on the terms and conditions contained in the EOI, which inter-alia provides for production of a Bank Guarantee to the extent of Rs. (in words -----) for the service by way of security for the due observance and performance of the terms and conditions of the said agreement. We -----(indicate the name and address and other particulars of the Bank) (hereinafter referred to as 'the Bank') at the request of Managed Value Added Service Providers hereby irrevocably and unconditionally guarantee to RCIL that Managed Value Added Service Providers shall render all necessary and efficient services which may be required to be rendered by Managed Value Added Service Providers in connection with and/or for the performance of the said Managed Value Added Service Providers and further guarantees that the service which shall be provided by Managed Value Added Service Providers under the said agreement, shall be actually performed in accordance with terms & conditions of Managed Value Added Service Providers to the satisfaction of the RCIL.

2. We, the Bank, hereby undertake to pay RCIL an amount not exceeding Rs.....(Rupeesonly) against any loss or damage caused to or suffered or would be caused to or suffered by RCIL by reason of any breach by the said Managed Value Added Service Providers of any of the terms and conditions contained in the said agreement including failure to extend the validity of this guarantee or to give a fresh guarantee in lieu of the existing one.

3. We, the Bank hereby, in pursuance of the terms of the said agreement, absolutely, irrevocably and unconditionally guarantee as primary obligor and not merely as surety the payment of an amount of Rs..... (RupeesOnly) to the RCIL to secure due and faithful performance by Managed Value Added Service Providers of all his/their obligations under the said agreement.

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4. We, the Bank hereby also undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the RCIL stating that the amount claimed is due by way of loss or damage caused or would be caused to or suffered by the RCIL by reason of breach by the said Managed Value Added Service Providers of any of the terms or conditions contained in the said agreement or by reason of Managed Value Added Service Providers's failure to perform any of its obligations under the said agreement.”

5. We, the Bank, hereby agree that the decision of the RCIL as to whether Managed Value Added Service Providers has failed to or neglected to perform or discharge his duties and obligations as aforesaid and/or whether the service is free from deficiencies and defects and is in accordance with or not of the terms & conditions of the said agreement and as to the amount payable to the RCIL by the Bank hereunder shall be final and binding on the Bank.

6. WE, THE BANK, DO HEREBY DECLARE AND AGREE that:

(a) the Guarantee herein contained shall remain in full force and effect for a period of ten and half years from the date hereof and that it shall continue to be enforceable till all the dues of the RCIL and by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till RCIL satisfies that the terms and conditions of the said agreement have been fully and properly carried out by the said Managed Value Added Service Providers and accordingly discharged this guarantee.

(b) The RCIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance of any obligations by the said Managed Value Added Service Providers from time to time or to postpone for any time or from time to time any of the powers exercisable by the RCIL against the said Managed Value Added Service Providers and to forbear or to 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 variation or extension being granted to the said Managed Value Added Service Providers or forbearance act or omission on the part of the RCIL or any indulgence by the RCIL to the said Managed Value Added Service Providers or to give such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

(c) Any claim which we have against Managed Value Added Service Providers shall be subject and subordinate to the prior payment and performance in full of all the obligations of us hereunder and we will not without prior written consent of the RCIL exercise any legal right or remedy of any kind in respect of any such payment or performance so long as the obligations of us hereunder remains owing and outstanding.

Signature With Seal

As a Token of Acceptance of all Clauses

(d) This Guarantee shall be irrevocable and the obligations of us herein shall not be conditional of any prior notice by us or by Managed Value Added Service Providers.

7. We the BANK undertake not to revoke this Guarantee during its currency except with the previous consent of the RCIL in writing.

8. Notwithstanding anything contained above, our liability, under the Guarantee shall be restricted to Rs. and our Guarantee shall remain in force until Year from the date hereof. Unless a demand or claim under this Guarantee is made on us in writing within this date i.e. all your rights under the Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

DateDay..... For (Name of Bank)

In the presence of Witnesses:

Signature
Name
Occupation
Address
Place
DATE

Signature
Name
Occupation
Address
Place
DATE

Signature With Seal
As a Token of Acceptance of all Clauses

FORMAT OF AGREEMENT BETWEEN RCIL AND MVP

AGREEMENT

This agreement is made at Delhi on the .../.../2016 for implementation of the work FOR IMPLEMENTAION OF SERVICES AS PER THE **EXPRESSION OF INTEREST ENQUIRY NO.RCIL/.....DATED .../.../2016 - EOI for Empanelment of Managed Value Added Service Providers to collaborate with RCIL for implementation of Innovative Value Added Datacenter Services and Services which will add value to RailTel's Broadband and TPaaS Services (ANNEXURE I)**

RailTel Corporation of India Ltd(A wholly owned subsidiary RailTel Corporation of India Limited), having its corporate office at Plot no. 143, Institutional Area, Sectors-44 Gurgaon-122003) (hereinafter referred to as RCIL , which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators or permitted assignees) of the **FIRST PART'**.

AND

M/s having office at(herein after called as ".....", which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators or permitted assignees) of the **SECOND PARTY**.

RCIL and being referred to individually as "PARTY", and jointly as "PARTIES".

WHEREAS

- 1.In response to the **EXPRESSION OF INTEREST ENQUIRY NO.RCIL/.....DATED .../.../2016 - EOI TO ENGAGE SERVICES OF MANAGED VALUE ADDED SERVICE PROVIDERS TO ASSIST RCIL FOR IMPLEMENTATION OF INNOVATIVE SERVICES**, the **SECOND PARTY's** offer was evaluated by RCIL and found fit for empanelment and RCIL informed the **SECOND PARTY** through Letter of Empanelment vide letter no:..... Dated
2. That the **SECOND PARTY** has consented to implement the same vide acceptance letter No dated (**ANNEXURE II**)
3. With this objective both the parties are desirous of recording their understanding, agreed terms and conditions by way of this agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL PROMISES AND COVENANTS HEREINAFTER SET FORTH, "**RCIL**" AND

Signature With Seal
As a Token of Acceptance of all Clauses

"....." INTENDING TO BE LEGALLY BOUND HEREBY AGREE AS FOLLOWS.

SALIENT FEATURES:

1. That the SECOND PARTY shall work with the FIRST PARTY and source / execute services as per the EOI annexed with this agreement.
2. That both the PARTIES shall abide by the terms and conditions as per the EOI annexed with this agreement.
3. That once any service becomes operational, then a separate service agreement shall be executed between the PARTIES which shall be the governing guidelines for deliverables related to that specific service.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES PLACED THEIR RESPECTIVE HANDS AND SEALS HERETO ON THE DAY AND YEAR FIRST HEREIN ABOVE MENTIONED:

**For and on behalf of
FIRST PARTY
RCIL**

**For and on behalf of
SECOND PARTY
.....**

(Signature with Seal)

(Signature with Seal)

Witness:

1.

2.

Signature With Seal
As a Token of Acceptance of all Clauses

INFORMATION SHEET
APPLICATION FOR EMPANELMENT OF MANAGED VALUE ADDED SERVICE
PROVIDERS (MVP)

S. No.	PART A	GENERAL INFORMATION
1.	Name of the company/ Agency/ Consortium	
2.	Type of Incorporation (individual or proprietorship firm, Limited Company/Private Limited Company / Partnership or LLP (Limited Liability Partnerships) / or a registered business entity)	
3	Year Incorporated	
4	Address for communication	
5	Name of Contact Person	
6	Designation	
7	Phone No.	
8	FAX NO.	
9	Mobile No.	
10	Email address	
<i>PART B1: Details of Application Fee</i>		
1	Amount of Draft	Rs
2	Issue Date	
3	D.D. No.	
4	Name of the bank	
5	Branch	
<i>PART B2: Details of EMD</i>		
1	Amount	Rs

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2	Issue Date	
3	EMD No	
4	Name of the bank	
5	Branch	

PART C: APPLICATION DETAILS

Sl.No	Required Information	Filled in Details	Documents to be attached in Annexure
1	Name and address of the Person Signing the document.		a) Power of Attorney attested by Notary or b) Copy of the board Resolution certified by the Company secretary for appointing the Power of Attorney or c) In case of consortium authorization on the letter head of the bidder / consortium as per Appendix III in section V Attach as Annexure 1
2	Whether the company is individual or proprietorship firm, Limited Company/Private Limited Company / Partnership or LLP (Limited Liability Partnerships) / or a registered business entity.		a) Certificate of Incorporation b) Memorandum and Article of Associations c) Proof of Listing d) Partnership deed in case of partnership / LLP e) Consortium agreement and undertaking on Rs 10 stamp paper as per Appendix I in section V in case of consortium f) Latest Annual report Attach as Annexure 2
3	Name of the Directors with DIN Numbers		
4	Area of Business:IT/Networking company/ Telecommunication company etc		
5	EOI cover letter- Bid Form		As per APPENDIX IV in section V Attach as Annexure 3

Signature With Seal

As a Token of Acceptance of all Clauses

6	Annual Turnover for last three years	2013-14:Rs 2014-15:Rs 2015-16:Rs	Balance sheet, Profit & Loss Account & ITR for the financial Years (a) 2013-14 (b) 2014-15 (c) 2015-16 It should be certified by the CA in letter head of the CA firm as per Appendix II in section V Attach as Annexure 4
7	Executive Summary In Not More Than 3 Pages On How The Service Is Planned To Be Implemented		Attach as Annexure 5
8	Sales / Service TAX Registration No.		Copy of the Sales / Service Tax Registration Attach as Annexure 6
9	Income TAX PAN No.		Copy of PAN Attach as Annexure 7
10	Near relative Certificate		Near relative certificate as per Appendix V in section V Attach as Annexure 8
11	Clause by clause compliance of this EOI and Acceptance of all terms and conditions in the EOI		Clause by clause compliance of this EOI and a copy of the EOI signed, in the bottom of all pages as a token of acceptance of all terms and conditions. Attach as Annexure 9

Signature:

Name:

Designation:

Signature With Seal
As a Token of Acceptance of all Clauses