



# Expression of Interest Document For Empanelment of Business Partners

EOI No: RailTel/EOI/EB/2023-24/IT-ICT Partners/480

RAILTEL CORPORATION OF INDIA LTD. (A Govt. of India Enterprise)
Plate -A, 6<sup>th</sup> Floor, Office Block Tower -2,
East Kidwai Nagar New Delhi-110023



## **NOTICE**

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

EOI No: RailTel/EOI/EB/2023-24/IT-ICT Partners/480

RailTel Corporation of India Ltd., (hereafter referred to as RailTel) invites EOIs from reputed firms, for Empanelment of Business Partners. The details are as under:

1	Number of copies to be submitted	One response document in PDF format in Soft Copy through Email, duly Stamped and Signed by the authorized signatory. The document should be authentic, clear, and legible.
		The EOI empanelment fees is as under:
2	Empanelment Fees (Including GST)	<ol> <li>For Established Firms: Rs 1,00,000/- (Rs Lakh Only)</li> <li>For Start-Up Firms: Rs 20000 /- (Rs Twenty Thousand Only) - valid DIPP certificate must be attached for the startup category.</li> </ol>
		Transfer Empanelment Fee Online, as per details given in section 4.2 (point no b)

Note: The applicants are allowed to chose only maximum of 2 specializations in the list given in Part 5 (Annex- 2) below and the support POs used for one specialization category shall not be used for other specialization categories

The said EOI supersedes the previous EOI No: RailTel/EOI/EB/2020-21/IT-ICT Partner/479A for empanelment of Business Partners.



All queries/communications, if any, in connection with this EOI shall be sent to the following officials (through email) of RailTel Corporation of India Limited:

Email : harshitasharma@railtelindia.com Email : rohit.s@railtelindia.com

Contact : Kamal Kaushaik
Position : JGM/CO/Mktg

Email : kamal.kaushaik@railtelindia.com

Telephone : 91 - 22900600 Fax : 91 - 22900699

In Case of any escalations:

Contact : Rabi Andrew

Position : GM/CO/Mktg & Chief Regulatory Officer

Email : rabiandrew@railtelindia.com

Telephone : +91 - 22900600 Fax : +91 - 22900699



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### 1) Part 1- RailTel - Introduction

We are an information and communications technology ("ICT") infrastructure provider and are one of the largest neutral telecom players in India. We are a Mini Ratna (Category-I) Central Public Sector Enterprise, wholly-owned by the Government of India and under the administrative control of the Ministry of Railways. We were incorporated on September 26, 2000 with the aim of modernizing the existing telecom system for train control, operation and safety and to generate additional revenues by creating nationwide broadband and multimedia network by laying optical fiber cable by using the right of way along railway tracks.

As on date, our optic fiber network covers over 61000 route kilometers and covers over 6108 railways stations across towns and cities in India. The transport network is built on high capacity dense wavelength division multiplexing ("DWDM") technology and an Internet protocol/ multiprotocol label switching ("MPLS") network over it to support mission critical communication requirements of Indian Railways and other customers.

We operate data centers in Gurgaon, Haryana and Secunderabad, Telangana to host and collocate critical applications for customers including the Indian Railways. In addition to strategic and critical network infrastructure services, we also undertake various ICT projects for the Indian Railways, central government and state governments, including various signaling projects for Indian Railways.

We offer a diverse range of services across industries. Our portfolio of services can be broadly classified as below:

#### **Telecom Network Services**

National Long Distance ("NLD") Services: We provide digital capacity to carry long distance telecommunication services and includes various tele-services including voice, data, fax, text, video and multimedia. As part of our NLD services, we offer our enterprise customers with: (i) leased line services; and (ii) MPLS based virtual private network ("VPN") facilities.

Internet Service Provider ("ISP") Services: As part of our ISP services, we offer enterprise customers Internet leased line services with multiple bandwidth options ranging from 2 MBPS and above across India. We also offer retail broadband services through our 'RailWire' platform.

#### **Telecom Infrastructure Services**

Passive Infrastructure ("IP-1") Services: We provide storage, power, cooling, and physical security for servers and networking equipment of our customers and connect them with a variety of telecommunications and network service providers. In addition, we provide space on microwave towers for collocating base transceiver stations ("BTS") for telecom operators, small cell sites for extending their mobile coverage and space for collocating mobile switching



centers. We also provide single core dark fiber for transmission of digital video signals to multiple system operators ("MSOs") for cable distribution.

#### Managed Data Center and Hosting Services

Data Centre and Managed Hosting Services: We offer a variety of data centre services including Infrastructure as a Service ("laaS"), dedicated hosting, managed services, cloud computing, managed e-office services, disaster recovery services, Aadhar authentication services and other IT related services such as load balancing services, application hosting, bandwidth services and advanced firewall services.

Telepresence Services ("TPaaS"): We offer [end-to-end], high-definition, secure, hosted multitenant video conferencing facility bundled with required bandwidth as a service.

Security Operations Centre as a Services ("SOCaaS"):

RailTel SOC provides centralized and consolidated cybersecurity incident prevention, security event monitoring, detection and response capabilities, and supports other business unit requirements.

RailTel SOC has the following capabilities:

- 1. Security event monitoring, detection, investigation and alert triaging.
- 2. Security incident response management, including malware analysis and forensic analysis.
- 3. Threat intelligence management.
- 4. Security device management maintenance.
- 5. Threat and vulnerability management.
- 6. Security training.
- 7. Compliance reporting/management.

SIEM solution is the core of the RailTel SOC technology stack. Other solutions that are part of the stack includes Endpoint detection and response which provides host level telemetry for both near real time as well as forensic investigation, network traffic analysis used to investigate alerts and obtain additional context about suspicious activity in the network, packet capture for forensics, sandbox for malware analytics, vulnerability assessment tools, web application and network firewalls, auto ticketing tool. RailTel also has qualified manpower that runs SOC. RailTel can provide both offsite and onsite security solution specially for government organizations that cannot send data offsite due to compliance purposes.

#### Projects (System Integration Services)

ICT Hardware, Software and Service System Integration Projects: We collaborate with empaneled partners and OEMs to undertake ICT hardware implementation, software delivery and digital transformation projects including creation of state wide area network ("WAN") and its maintenance, data center and facility management services, Wi-Fi projects, city surveillance projects, 'Smart City' projects, laying of state wide fiber optic network and its



maintenance, implementation and maintenance of end-to-end IT applications of enterprises.

Digital Services: We also collaborate with empaneled partners who offer solutions/ applications that are hosted on our data centers, we offer digital services including unified communications, Wi-Fi as a service, e-tendering/ e-auction/ smart payments and disaster management services.

Other Services: Other services offered by us include consultancy services for ICT services and solutions and signaling services including signal design and design automation software tools for the Indian Railways.

Our operations are certified with various certifications including ISO 9001:2015, ISO/IEC 27017:2015, ISO/IEC 27018:2019, ISO/IEC 20000-1:2011, ISO/IEC 27001:2013 and CMMI Maturity Level-4 for our quality management systems, information security management systems, and service management systems, respectively.

#### 2) Part 2 - Scope of Work

#### 2.1 Preamble

RailTel wishes to enter aggressively in Project Business, intending to expand its market share into various technology offerings such as Telepresence, Maintenance of SWAN, Cloud services, Content Delivery Platforms, Storage and Server, Telecom Networking, Data Center, Transmission Network, Data Network, Wi-Fi Business, Network Solution, System Integration, IoT,AI, ML, etc thereby building up its formidable presence in the telecom and IT industry, in order to fulfill its objective of multi-fold growth in its turnover and profitability. Therefore, RailTel desires to empanel business partners for providing Business Solutions to its Customers.

#### 2.2 Indicative Specializations / Categories for Empanelment

The following list is an indicative of the Specializations / Categories for which RailTel desires to empanel partners:

- I. Health Care
- II. Education Sector
- III. Financial Technology (FinTech)
- IV. IT Management for Mining Industry like Coal etc.
- V. Wi-Fi Network Services
- VI. Video Surveillance Services
- VII. Railway Signaling / associated Technologies
- VIII. Telecom/ Network Services and Its Operations and Maintenance
- IX. MW Tower/Mast/Radio/Last Mile Solutions, Installation, Commissioning & Maintenance
- X. Data Center Services / Facility Management Services
- XI. Network/ ICT Security



XII. Enterprise Solution / ERP

XIII. Office Automation and Document Management/Document Security

XIV. Aadhaar Based Solutions

XV. Mobile Application Development

XVI. Software/Application Development including Web Development and AMC

XVII. Vendor Management System

XVIII. Surveys/OFC Laying/Utilities and Maintenance etc

XIX. SD-WAN-Software Defined Wide Area Network

XX. IT Solutions/E-Governance solutions for Government departments/PSUs

XXI. Consultancy and Digital Transformation

XXII. Any other specific Specialization / Services

#### 2.3 Terms and Conditions

- a) The empaneled partner shall respond to each quotation inquiry raised by RailTel within the stipulated time decided by RailTel. If the partner does not respond to the enquiries on three different occasions/express their inability to quote, then RailTel reserves the right to cancel its empanelment.
- b) The empaneled partners shall support RailTel in preparation of the end customer tender response.
- c) The empaneled partners shall provide training to the end client personnel during the transition phase of the project (if required).
- d) The empaneled partners shall abide by all terms and conditions for the complete period of empanelment.
- e) The empaneled partners shall inform RailTel proactively if any opportunities are identified for bidding.
- f) The empaneled partners, when participating in a tendering process in consortium with RailTel, shall be responsible for any inaccurate or incorrect information furnished as part of the bid submission. Further, the empaneled partner shall solely bear the consequences of the same.
- g) This empanelment shall be valid for RailTel Corporation of Corporation India and its subsidiaries for bidding in India and outside India (subject to meeting all eligibility criteria)
- h) Empaneled Partners must ensure fulfilment of regulatory compliances and licenses for the services being offered for. In this regard, Empaneled Partners shall <u>indemnify</u> RailTel against any non- compliance and submit a declaration as per <u>Annexure 5</u> on the company letter head duly signed and stamped by their authorized signatory.
- i) The empaneled partners needs to sign an <u>NDA</u> in a non-judicial stamp paper of Rs 100 with RailTel as per RailTel's policy, within 2 week of issuance of Letter of Empanelment. However at the time of submission of all support documents as EOI response, the partner must sign the NDA in a normal paper as per the format enclosed in <u>Annexure-4</u>.
- j) The applicants will be empaneled as BA based on the eligibility criteria mentioned in the part 3 of this EoI document considering the skill matrix, turnover, financials, CA certificates, valid purchase orders and valid work experience certificates, etc.
- k) Empaneled Partners need to submit the full EMD and/or Performance Security on a caseto-case basis, as a back to back arrangement and depending on the conditions of end



- customer project/RFP/Tender, being participated. Whenever required, specific MoU/agreement will be signed with respective partner for specific business opportunity (RFP/Tender/Bid) as required.
- RailTel reserves the right to verify the particulars furnished by the applicant independently, If any of the information, furnished by the applicant, is found incorrect at a later stage, RailTel shall cancel the empanelment and blacklist the firm for further empanelment for three years. Also, RailTel may cancel the PO placed on the BA, if any, which pertain to end customer project.
- m) The applicants after submitting the response to this EoI, agree with RailTel for honoring all aspects of fair-trade practices.
- n) The applicants shall bear all cost associated with the preparation and submission of the response to this EoI.
- o) Based on the involvement of the empaneled partners in various stages of converting/bringing business, suitable and applicable preference will be given to the concerned empaneled partner, in terms of higher lead factor during the evaluation of BAs.
- p) The applicants intending to use the credentials of their Parent Company/ Subsidiary Company, must submit the certificate of incorporation of Parent/Subsidiary Company. The applicants intending to use credentials of their Parent Company/ Subsidiary Company must submit copy of Income Tax returns/net worth certificates/Turnover Certificates of Parent/Subsidiary Company of last three financial years. Also, they need to fill up the format given in <a href="mailto:Annexure-1">Annexure -1</a>.
- q) The applicants can also use the technical and financial strength of its Holding/Subsidiary Companies to fulfil the Prequalification and/or Technical and/or Financial Eligibility criteria as mentioned in the Eol.
- r) RailTel reserves the right to accept or reject any/or all application(s) without assigning any reason whatsoever. RailTel's decision in this regard shall be binding and final.
- s) The applicants should ensure that the Power of Attorney date should be prior to the date of the other annexures/declarations/cover letter etc as related with the EoI document.



# 3) Part 3- Eligibility Criteria and the Format of the Evaluation Report

The applicants will be evaluated for the empanelment as a business associates, inter-alia, based on the pre- qualification and eligibility criteria mentioned below:

All the documents, as per the list below, shall be provided as a single consolidated PDF document, in the same order as below. All the pages shall be signed (by the authorized signatory) and stamped (company seal), with progressive page numbers (index).

S. No.	Description	Particulars/ References/Docu ments Required	Consolidated Single PDF (with Progressive page numbers and Signature)
1	Power of Attorney backed by board resolution duly signed by the competent authority in favor of the Authorized Signatory	As per format given in Annexure -8	Page No.
2	Covering Letter	As per format given in Annexure -3	Page No.
3	EOI Empanelment Fees Details ( The scanned copy of the payment of empanelment fee UTR Transaction must be enclosed)	a. UTR No. b. Date c. Bank name d. Branch Name e. IFSC Code f. Cancelled cheque	Page No.
4	For Established Firm	1.Certificate of Incorporation with ROC, with Registration Date at least 2 years old. The year of Incorporation must be clearly mentioned.  2. Memorandum of Association	Page No.



S. No.	Description	Particulars/ References/Docu ments Required	Consolidated Single PDF (with Progressive page numbers and Signature)
		3. Articles of Association 4. Partnership Deed, if applicable 5. Sole proprietary firms are not eligible for this category	
5	Proof of the Authorized Signatory:	a. The applicant to provide a Board Resolution copy in company letterhead, in which the Authorized Signatory has been authorized by the company board/CMD/Dire ctors. He/ She only will sign all the relevant documents for participating in this EOI. b. Such Authorized Signatories name and signature also must be provided in that document.	



S. No.	Description	Particulars/ References/Docu ments Required	Consolidated Single PDF (with Progressive page numbers and Signature)
6	Power Of Attorney:  The applicant to provide a Power of Attorney on a non-judicial stamp paper of Rs 100 and above in which the authorized signatory details are mentioned	As per format given in Annexure -8	Page No.
7	Cumulative Turnover  Turnover Categorization:  The applicants should mention their cumulative turnover for the last three years, which is certified and audited by a CA who has a valid UDIN Number.  Categories:  a) Category 1: Rs.7.5 Cr to Rs.15 Cr b) Category 2: Above Rs.15 Cr to Rs.25 Cr c) Category 3: Above Rs.25 Cr to Rs.75 Cr d) Category 4: Above Rs.75 Crore.	The Original CA audited certificate (with UDIN Number) indicating the turnover for the last 3 FYs. The date of certificate should be of the current Financial Year.	Page No.
8	Positive Net Worth: The applicant must have positive net worth in the Previous FY	The Original CA audited certificate (with UDIN Number) indicating the positive net worth for the previous FY. The date of certificate should be of the current Financial Year.	Page No.



S. No.	Description	Particulars/ References/Docu ments Required	Consolidated Single PDF (with Progressive page numbers and Signature)
9	MoA/AoA/Partnership Deed  The applicant should be Limited company / Private Limited Company, partnership firm or a company registered with the Registrar of Firms / Registrar of Companies (as applicable).  Partnership Deed/Memorandum and Article of Association to be submitted.	Partnership Deed/ MOA/ AoA document	Page No.
10	Income Tax  The applicant should be an Income Tax assesse having filed its Income Tax return for the previous FY.	1) Original Valid Income Tax Returns for the previous FY 2) Valid copy of the PAN card	Page No.
11	The applicant should be an authorized dealer having GST registration.	Original Valid GST Registration certificate	Page No.
12	Not Blacklisted  The applicant should not have been blacklisted by any of the Government Entities, Central Govt and State Govt PSUs for the past 2 years from the current date	Current dated Self-Declaration on Company letterhead	Page No.
13	Employee strength  The applicant must have at least 10 active professionals on	Certificate on company Letterhead duly signed by HR	Page No.



S. No.	Description	Particulars/ References/Docu ments Required	Consolidated Single PDF (with Progressive page numbers and Signature)
	company payroll (in the category applied for).	Head/ authorized signatory	
14	Declaration on Indemnification  Empaneled Partner must ensure compliance of Regulatory Compliances & License for the Services being offered for. In this regard Empaneled Partner shall indemnify RailTel against any non-compliance and submit a declaration.	As per the format given in Annexure -5	Page No.
15	Non-Disclosure Agreement (NDA)	As per the format given in Annexure -4	Page No.
16	Address of the Company Head Quarters, Owner/CMD Name, List of India offices, List of global offices with address (if applicable) and Total No of employees (with India and global breakup)	All these details to be given in the company letterhead	Page No.
17	Details of the concerned SPOC for this EOI	Name: Designation: Email: Contact No: Address:	Page No.
18	Applicant's Bank details	a. Account No b. Bank name c. Branch Name d. IFSC Code  (All these details to be given in the company letterhead)	Page No.



S. No.	Description	Particulars/ References/Docu ments Required	Consolidated Single PDF (with Progressive page numbers and Signature)
19	Number of Industry Certified Professional employed in the Organisations (CCNA - PMP - JAVA - Cloud)	All these details to be given in the company letterhead	Page No.
20	Number of Organizational Level Certifications Held (ISO, CMM etc.)	certificates copies to be enclosed	Page No.
21	Specialization/ Services Categorization:	Format given in Annexure 2	Page no.
22	Customer Information Form	Format given in Annexure 6	Page no.
23	Supplier Information Form	Format given in Annexure 7	Page no.
24	Work Experience details Successful Execution of the Purchase Orders (Cumulative value of up to 5 POs, specific to the specialization category, shall decide one of the following categories)  a) Category One: Rs. 50 Lakh to Rs. 1 Cr  b) Category Two: Rs. 1 Cr to Rs. 2 Cr  c) Category Three: Above Rs. 2 Cr and up to Rs 20 Cr  d) Category Four: Above 20 Cr	Attach POs/work orders/certificat es from customers specifying "completed" or "satisfactory" or "work in progress", with reference to the concerned POs. Also, the contact details of the customers, whose POs are referred.  For Startup Entity a minimum of one work order/PO certificate to be provided for the specialization applied for	Page No:



S. No.	Description	Particulars/ References/Docu ments Required	Consolidated Single PDF (with Progressive page numbers and Signature)

Note: There are certain relaxations/concessions applicable for only the StartUp Firms:

#### For StartUp Firms:

1) For Startup Firms: EOI fees payable is Rs Twenty thousand only. For Startup Category Registration Certificate as defined under notification of DIPP GSR 501(E) dated 23- May-2017 or with DSTIC has to be provided. For Startup Entity a minimum of one valid work order/PO certificate to be provided for the specialization applied for along with completion certificate. Exemption in Financial turnover, Net worth and Technical Experience Criteria

# Part 4- Information to Applicants

#### 4.1 Period of Empanelment

- a) The validity period of empanelment will be 3 years from the date of Letter of Intent issued to the firm.
- b) The period of empanelment may be extended YoY basis as mutually agreed between RailTel and the empaneled partner. RailTel will review the performances of the Empaneled Partners on Quarterly/Half-yearly/Yearly basis taking into account the market potential and development. However, RailTel reserves the right to terminate the empanelment any time. In case, if it is mutually decided to continue the empanelment for another 3 years then the partner needs express his interest formally

#### 4.2 EOI Empanelment Fee

a) EOI Empanelment Fee (including GST) for various categories is as under:



Enterprise Category	EOI Empanelment Fee in Rs (including GST)		
For Established Firms	Rs 1,00,000/- (Rs One Lakh only)		
For Startup Enterprises	Rs 20,000/- ( Rs Twenty thousand only)		

b) EOI Empanelment fee/cost is non- refundable. The EOI not accompanied by Empanelment fees will be summarily rejected. The Empanelment Fees should be furnished in the form of online transfer of amount in our UBI collection account for further processing. The UTR number of the transaction shall be enclosed along with the BA application response form.

The details of the Bank account are given below:

Account Name	Nature of A/c	Bank	Branch Name	Account No.	IFSC
RailTel CO Collection Account	Collection	UBI	Yusuf Sarai, New Delhi	340601010050446	UBIN0534064

#### c) Exception Clause:

RailTel based on case-to-case basis can relax the credentials in view of potential business Opportunity with the approval of competent authority. It is also stated that we will work with the list of empaneled partners depending upon business strategy or opportunity available in the market or social impact RailTel may choose to work with Business partners out of turn

#### 4.3 Amendment to the information document

RailTel may, for any reason, whether at their own initiative or in response to a clarification requested by an interested applicant, modify this document through amendment. In such case, the following rules will apply:

- a) Any amendment shall be issued in writing through addenda.
- b) Addenda shall be hosted on RailTel's website. Any Applicant who wishes to receive the addenda via email can send an email to the email address indicated in the Notice section requesting for the same.
- c) Any such modification will overrule the original version and previously modified version.
- d) RailTel, at its discretion, may extend the deadline for submission of EoI, after considering the materiality of the amendment.



#### 4.4 Confidentiality

The empaneled Business Partner and their personnel will not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of RailTel or its clients without the prior written consent of RailTel.

#### 4.5 Jurisdiction

The parties through respective signatories shall settle any dispute or disagreement with respect to performance, non-performance or defective performance of respective obligation amicably. In the event of disputes remaining unresolved, the parties shall refer the matter to a single arbitrator under arbitration law that may be applicable, whose appointment shall be done by Chairman & Managing Director, RailTel Corporation of India Limited. The place of arbitration shall be New Delhi and the language used shall be English.

#### 4.6 Force Majeure Clause

If at any time, during the continuance of this contract, the performance, in whole or part, by either party, of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, Civil Commotion, Sabotage, Fires, Floods, Earthquakes, explosions, strikes, epidemics, quarantine restrictions, lockouts, any statute, statutory rules/ regulations, order of requisitions issued by any Government Department or Competent Authority of acts of God (here-in-after referred to as event) then provided notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this Contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance, and the obligations under the Contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, 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 beyond a period as mutually agreed to by RailTel and the Contractor after any event or 60 days in the absence of such an agreement whichever is more, either party may at its option terminate the Contract provided also that if the contract is so terminated under this clause RailTel may at the time of such termination take over from the Contractor at prices as provided for in the contract, all works executed or works under execution.



#### Part 5- Annexures

Annexure 1-( Undertaking from the Holding/ Subsidiary Companies)

Format- Undertaking from the Holding/ Subsidiary Companies

FORMAT FOR NOTARIZED (Rs 100 non judicial stamp paper) UNDERTAKING TO BE SUBMITTED BY HOLDING/SUBSIDIARY COMPANIES (To be submitted in case the Bidder as Subsidiary / Holding is utilizing credentials of Holding/Subsidiary Companies)

(To be executed on the letter head of the Holding/Subsidiary companies)

(Name and designation)** appointed as of Holding/ Subsidiary Companies)** being Holding Companies) of the Bidder (hereinafter called the Bidder) for the Partner as per the EOI document No state on behalf of the Subsidiary/Holding Companico use our technical and or financial capability eligibility as specified in the Clause of the EO as Subsidiary or Holding Companies, we will be whof work proposed to be rendered by the Bidder as	ng/ Subsidiary Companies (hereinafter called er as Subsidiary / Holding Companies, M/s. e purpose of the empanelment of Business of RailTel, do hereby solemnly affirm and ies that the bidder has been authorized by us for meeting the technical and/or financial of referred and in case of failure of the Bidder olly responsible for the successful completion
We undertake to indemnify, defeated successors and assigns and its directors, officers, from and after the date of the Undertaking again proceedings, demand, assessments, adjustments out of (a) any inaccuracy or breach of any represent failure by us to observe, any of its covenants or	employees, agents and affiliates at all times ast all losses, claims, damages, actions suits, cost and expenses resulting from or arising atation, or warranty given by us (b) the breach
	SIGNATURE OF THE AUTHORISED SIGNATORY

SEAL OF THE HOLDING/SUBSIDIARY COMPANY



#### Annexure 2

Specialization Matrix (Applicant may select the relevant Specialization, as applicable )

Note: The applicants are allowed to chose only maximum of 2 specializations in the list below and the support POs used for one specialization category shall not be used for other specialization categories

S. No	Area of Specialisation	Releva nt Special ization (Mark	Bı	oject usine n Crs	SS	POs/WOs be (with I a) Catego b) Catego c) Catego d) Catego Attach customer: "satisfact reference	ry 1: Rs. 5 ry 2: Abov ry 3: Abov ry 4: Abov POs/work s speci	cialization ates within 0 Lakhs to e Rs. 1 Cr t e Rs. 2 Cr e Rs 20 Cr  orders/c fying "work in	applied for last 8 years. 1 Cr or Rs. 2 Cr correctificates from pleted progress s. Also, the	s from 1" or ", with	Total Value of Work Orders / Comple tion Certific ate. (Sum of order value from maxim um 5 Orders)
		Tick)	Y - 1	Y - 2	Y - 3	1. WO/ Work Comple tion Certific ate/dat e/ Value & Descrip tion of work	2. WO/ Work Comple tion Certific ate/dat e/ Value & Descrip tion of work	3. WO/ Work Comple tion Certific ate/dat e/ Value & Descrip tion of work	4. WO/ Work Comple tion Certific ate/dat e/ Value & Descrip tion of work	5. WO/ Work Compl etion Certifi cate/d ate/ Value & Descri ption of work	



								MILIEL
i	Health Care		M/s XYZ PO referen ce no Datedfo r Rs XXX Lacs/C r for Health care works.	M/s XYZ PO referen ce no.  Dated fo r Rs XXX Lacs/C r for Health care works.	M/s XYZ PO referen ce no.  Dated fo r Rs XXX Lacs/C r for Health care works.	M/s XYZ PO referen ce no.  Dated fo r Rs XXX Lacs/C r for Health care works.	M/s XYZ PO refere nce no Datedf or Rs XXX Lacs/ Cr for Health care works.	Total sum in Crs
ii	Education Sector							
iii	Financial Technology (FinTech)							
iv	IT Management for Mining Industry like Coal etc.							
٧	Wi-Fi Network Services							
vi	Video Surveillance Services							
vii	Railway Signaling / associated Technologies							
viii	Telecom/ Network Services and Its Operations and Maintenance							
ix	MW Tower/Mast/R adio/Last Mile Solutions, Installation Commissionin g & Maintenance							
x)	Data Center Services / Facility Management Services							



						RAILIEL
xi	Network/ ICT Security					
xii	Enterprise Solution / ERP					
xiii	Office Automation and Document Management/ Document Security					
xiv	Aadhaar Based Solutions					
ΧV	Mobile Application Development					
xvi	Software/Appl ication Development including Web Development and AMC					
xvi i	Vendor Management System					
xvi ii	Surveys/OFC Laying/Utilitie s and Maintenance etc.					
xix	SD-WAN- Software Defined Wide Area Network					
xx	IT Solutions/E- Governance solutions for government departments					
xxi	Consultancy / Digital Transformatio n					



Annexure 3 : Cover Letter Format

**COVERING LETTER** 

(to be on company letter head)



	RAILTEL			
Offer Reference No: RailTel/EOI/EB	3/2023-24/IT-ICT Partner/480			
То,				
EoI In-charge, RailTel RailTel's Posta laddress,				
Dear Sir,				
Sub: Empanelment of Business P	Partner			
Partner/480released by your esteeme	earing the reference number RailTel/EOI/EB/2023-24/IT-ICT ed organization, we, undersigned, hereby acknowledge the impanel our organization as a Business Partner in conformity			
If our Eol Response is accepted, mentioned in the said Eol during t	we undertake to abide by all the terms and conditions the period of empanelment.			
	We have enclosed a UTR numbers of online transaction in RailTel bank account for EOI non refundable Empanelment Fee as per section 4.2 point (e) in favor of RailTel Corporation of India Ltd.			
our response to the said EOI, are	formation and supporting documents furnished as a part of true to the best of our knowledge. We understand that in the information submitted by us, our EOI is liable to be			
Date:	Signature with seal -			
	Name:			
	Designation:			
Annexure-4: Non-Disclosure Agr	eement (NDA) Format			
CONFIDENTIAL AN	CONFIDENTIAL AND MUTUAL NON- DISCLOSURE AGREEMENT			
THIS AGREEMENT MADE ON THIS_	DAY OF, 2023 at New Delhi			



#### **BETWEEN**

a company incorporated in India under the provisions of the
Companies Act, 1956 and having its Registered Office at
(hereinafter referred to as "Company") represented by its Managing Director / CEO Mr./M
duly authorized for the same which expression shall unless repugnant to
the meaning or context thereof be deemed to mean and include, its Directors, affiliates
successors and permitted assigns of the FIRST PART

#### **AND**

RailTel Corporation of India Limited, is a Government of India undertaking under the Ministry of Railways duly incorporated under the provisions of the Companies Act, 1956 and having its registered office and Corporate office at Plat-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi- 110023 (hereinafter referred to as "RailTel"), represented by General Manager/Marketing and Regulatory Compliance Mr. Rabi Andrew duly authorized for the same which expression shall mean and include unless repugnant to the context, its successors, representative and permitted assigns of the SECOND PART

#### **WHEREAS**

A.	Company	is	poised to	provide_		services	to
			·	for	project.		

- B. RAILTEL is a Public Sector Undertaking (a 100% owned PSU under the Ministry of Railways), setup interalia to exploit Indian Railway's large telecom infrastructure.
- C. COMPANY and RAILTEL are working-out/ negotiating a possible commercial and strategic business relationship (hereinafter Purpose).
- D. During the course of the above negotiations RAILTEL and COMPANY (including their affiliates may in conjunction with the purpose and for their mutual benefit, disclose to each other certain information being proprietary and/or of confidential nature, and/or RAILTEL and COMPANY may receive and share or be grant access by the other to such confidential and/or proprietary information which is considered trade secret, proprietary, confidential and/ or sensitive:
- E. The parties and its affiliates wish to ensure the protection and secrecy of their respective confidential information which may be disclosed, received or granted access to by the other party and wish to reduce to writing, their agreement in this respect.

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



#### 1) Definition

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

- (a) The party disclosing the Confidential Information is referred herein to as "Disclosing Party" and the party to which such Confidential Information is disclosed is referred to herein as "Recipient Party".
- (b) "Affiliate" of the Party shall mean the Company or other person who or which is either controlled by the respective Party or who controls the respective Party or who or which is controlled by same person/ entity who controls the respective Party, either by way of significant shareholding, voting rights or technical collaboration whether directly or indirectly through its affiliate.
- 2) Neither party shall be required to disclose any particular information (including but not limited to Confidential Information) to the other and disclosure of any such information shall be entirely voluntary and at the sole discretion of the parties and to the extent deemed necessary by it and is not intended to, and shall not, create any contractual or other relationship or obligation of any kind beyond the terms of this Agreement nor any provision or disclosure of information (including but not limited to Confidential Information) as contemplated hereunder, shall be construed as creating, conveying, transferring by one party on the other any rights, license or authority in or to the information provided. The parties hereto shall use the Confidential Information only for the limited purpose of exploring/ finalizing the possible business relationship between the parties hereto and for no other purpose whatsoever.
- 3) Both the parties acknowledge and understand that any exchange of confidential Information of any nature shall not commit or bind the other to enter into a contract or otherwise and that neither party shall rely on any information provided by the other as a commitment or



an inducement to act or not to act in any given manner. Further neither party shall be liable to the other in any manner whatsoever for any decisions, obligation, costs or expenses incurred, changes in business practices, plans, organization, products, services or otherwise of the other, as a result of this Agreement or any exchange of Confidential Information hereunder.

- 4) Both the Parties agrees and undertake to regard and preserve as Confidential Information provided by each to the other or which may be disclosed, received or granted access to by either party or come to the knowledge of either party in any manner in connection with the negotiations for the possible business relationship.
- 5) (a) In maintaining the Confidential Information hereunder both parties agree that they shall not, without first obtaining the written consent of the other, disclose or make available to any person, firm or enterprise, reproduce or transmit, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except that either party may disclose any Confidential Information to its Directors, officers, employees, or advisors on a "need to know" basis to enable them to evaluate such "Confidential Information" in connection with the negotiation for the possible business relationship between the Parties hereto.
- (b) Both parties shall ensure that the said employee(s) and / or the said person(s) shall maintain confidentiality with regard to the disclosed Confidential Information, if any, and shall issue suitable instructions and/or get suitable written undertakings or agreements executed to binds its employees and/or the said person(s) to the same obligations of confidence and safeguarding as the parties hereto and to adhere to the confidentiality/ non-disclosure terms contained in this Agreement.
- (c) Save and except for the purposes mentioned in clause (a) above both parties further agree that neither party will part with/ disclose any "Confidential Information" received by it to any other person directly or indirectly nor make copy(s) or reproduce in any way (including without limitation store in any computer or electronic system any written material/ documents containing "Confidential Information" and such written material/ documents will be retained under strict confidentiality by the receiving party.
- (d) Both parties further agree that the confidential information which may pertain to or touch upon any regulatory aspects and/or dealings of either party with any statutory / government/ related agencies/ bodies, whether the said information is received verbally or in writing, will not be disclosed in any manner, either directly or indirectly, to any other persons except to its Directors, employees or advisors on a strictly 'need to know' basis.
- (e) Both parties further agree to exercise the same degree of care that it exercises to protect its own Confidential Information of a like nature from unauthorised disclosure, but in no event shall a less than reasonable degree of care be exercised by either party.



6) It is mutually acknowledged and agreed that information shall not be considered "Confidential Information" to the extent, that such information: (a) at the time of disclosure was in the public domain or (b) is already known to the receiving party free of any confidentiality obligation at the time it is obtained from other party; or (c) after disclosure is or becomes publicly known or available through no wrongful act of the receiving party; or (d) is rightfully received from a third party without restriction or (e) is approved for release, disclosure, dissemination or use by written authorization from the Disclosing Party; or (f) is required to be disclosed pursuant to a requirement of a governmental agency or law so long as the parties provide each other with timely prior written notice of such requirement and provide all reasonable co-operation in regard to taking protective action against such disclosure requirement; or (g) is disclosed after expiry of 5 (five) years from the date of expiry or earlier termination of this agreement.

However, before any party discloses any Confidential Information under clause 6, either party (to the extent permitted by law) uses its best endeavor to:

- (a) inform other party of any circumstances and the information that will be disclosed
- (b) give the other party a copy of a legal opinion indicating that disclosure is necessary
- (c) consult with the other party as to possible steps including without limitation, protective orders or other appropriate remedy to avoid or limit disclosure and take those steps where they would not result in significant adverse consequences to the other party and
- (d) gain assurances as to the confidentiality from the body to whom the information is to be disclosed.

If either party is unable to inform the other party before confidential information is disclosed it will (to the extent permitted by law) inform the other party of the full circumstances of the disclosure and information that has been disclosed immediately after disclosure.

- 7) Both parties further agree and undertake not to disclose the information marked "Confidential Information" of the other to their agents or contractors without prior written approval from the other and without having first obtained from each agent or contractor a separate written agreement or undertaking binding them to the same obligations of confidence and safeguarding.
- 8) The parties further recognize that it may be necessary or appropriate for COMPANY to disclose Confidential Information to other Group Companies not named herein. For this purpose, COMPANY guarantees the observance and proper performance of other Group Company to whom Confidential Information is disclosed as above, of the terms and conditions of this agreement.



- 9) Both parties further agree to indemnify and keep indemnified each other against all actual loss and damage which the Disclosing Party may suffer as a result of any breach of this agreement by the Recipient Party of the Confidential Information. Provided always that
- a) the Disclosing Party shall forthwith give written notice to the recipient Party of the loss and damage; and
- b) the Recipient Party shall be furnished with satisfactory documentary evidence of such actual loss and damage.
- 10) Both parties further agree that upon termination/ expiry of this Agreement or at any time during its currency, at the request of the Disclosing Party the Recipient Party shall promptly (and in any case, within 15 days of request), deliver to the Disclosing Party all copies of the Confidential Information in its possession or under its direct or indirect control or shall destroy all memoranda, notes and other writings prepared by the recipient party or its affiliates, Directors, officers, employees or advisors to the extent the same are based on the confidential information with a written statement to the effect that upon such return the Receiving Party has not knowingly retained in its possession or under its control, either directly or indirectly, any Information or copies of such (other than Confidential Information embedded in the Receiving Party's records).

The confidentiality obligations set out herein above shall survive any such return or destruction of Information. Further The provisions setout herein above shall not apply to copies of electronically exchanged Information made as a matter of routine information technology backup and to Information or copies thereof which must be stored by the receiving Party, its Affiliates or its advisers according to provisions of mandatory law, provided that such Information or copies thereof shall be subject to an indefinite confidentiality obligation according to the terms and conditions set forth herein.

- 11) Both parties acknowledge that the confidential information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties which afford them certain competitive and strategic advantage. Accordingly neither party will use the confidential information or strategies, plans, business activities, methods, process, information, and /or competitive and strategic advantage to the other.
- 12. Each party understands that the other party may currently or in the future be developing information internally, or receiving information from third parties that may be similar to the "confidential Information" Accordingly, nothing in this agreement will be construed as a representation or inference that either party will not develop products, or have products developed for it, or enter into joint ventures, alliances, or licensing arrangements that,



without violation of this agreement, compete with the products or systems embodying the "confidential Information".

- 13. Except as specifically provided herein, disclosure of confidential information by either party pursuant hereto shall not be deemed to grant to the Recipient party, any rights, interest or property in such confidential information and accordingly both parties agree that they will not directly or indirectly claim or submit any application for grant of any patent, copyright, design right or other intellectual property Rights in, to or on the basis of the confidential information.
- 14. The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly notwithstanding anything contained in clause 18 hereof, the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach: provided, however, no specification in this confidentiality Agreement of a specific legal or equitable remedy shall be construed as a waiver or prohibition of any other legal or remedies in the event of a breach or threatened breach of this Agreement and the remedies specified herein shall be in addition to all other reliefs and remedies available to the parties under prevailing laws.
- 15. No failure or delay be either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement of any right, remedy or power preclude any single or partial exercise or enforcement thereof or the exercise or enforcement of any of any other right, remedy or power.
- 16. Each Party acknowledges that the other Party makes no representation or warranty as to the accuracy or completeness of any of the Information furnished by or on its behalf. Only those representations and warranties which are made in a final definitive agreement relating to the purpose of the disclosure of the Information will have legal effect.

Each party represents and warrants to the other that it is a corporation duly organised and validly existing in the jurisdiction of its incorporation. Each party represents that it has full corporate power and authority to enter into this Agreement and to do all things necessary for the performance of this Agreement. The Disclosing Party warrants that the Confidential Information has not been provided in breach of any other agreements having legal binding of any nature with the third party(s).

Unless documented and agreed otherwise in respect of any individual disclosure of Confidential Information, each party warrants that it will use its best endeavors to ensure that any Confidential Information it discloses or it intends to disclose to the other party under the provisions of this agreement is complete and accurate but PROVIDED ALWAYS that



the disclosing party has exercised such best endeavors:

The parties acknowledge that:

- (a) such Confidential Information as is disclosed by the Disclosing party under this Agreement is accepted by the Receiving Party it at its own risk; and
- (b) it releases the Disclosing party from all claims, actions and suits in relation to such Confidential Information (including its use under this Agreement).
- 17. This agreement will be governed by the laws of India and jurisdiction shall be exclusively vested in the courts at New Delhi, India only.
- 18. If any matter arises between the parties about this agreement then the parties shall meet to discuss the matter and shall negotiate in good faith to endeavour to resolve the matter arising the matter however.
- a) If any matter arising has not been resolved by the parties within thirty (30) days after the date the party raising the matter gave notice of it to the other party: then
- b) the matter shall be submitted by either party to Arbitration. Arbitration shall be held in New Delhi, India. The arbitration shall be conducted as per the provisions of Indian Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof.
- c) Each party to the dispute shall appoint one Arbitrator each and the two Arbitrators shall appoint the third or the presiding Arbitrator. The arbitration proceedings shall be conducted in the English language. The courts of law at New Delhi, India alone shall have the jurisdiction. The arbitration award shall be final and binding upon the parties and judgement may be entered thereon, upon the application of either party to a court having jurisdiction.
- d) Each party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the parties unless the award otherwise provides.
- 19. This agreement shall not be assignable or transferable by either party without the written consent of the other party.
- 20. No license to a Party hereto, under any trademark, patent, copyright or any other intellectual property right, is either granted or implied by the conveying of Information to such party.



- 21. This agreement shall remain valid for a period of 3 (three) years from the date of execution of this Agreement which term may be extended by mutual consent in writing of both the parties. This agreement may be terminated by either party by giving 30 (thirty) days notice in writing to the other party without assigning any reason whatsoever. However, the obligations of each party hereunder shall survive the termination or earlier determination or expiry of this Agreement and shall continue and be binding upon the parties irrespective of whether the discussion between the parties materialize into a specific understanding/business relationship or not for a further period of 5 (five) years after termination / expiry of the Agreement.
- 22. All notices required by this Agreement shall be in writing, and shall be personally delivered, sent by registered post or by commercial courier, addressed as follows:

To Company: Mr/Ms		
		_
		_

To RAILTEL:

Attn: Mr. Rabi Andrew
RailTel Corporation of India Limited,
Plat-A, 6th Floor, Office Block Tower-2,
East Kidwai Nagar, New Delhi- 110023

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of



facsimile transmission must be sent by registered post, by commercial carrier, or handdelivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of four days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

- 23. This agreement supersedes all prior discussions and writings with respect to the confidential information and constitutes the entire Agreement between the parties with respect to the subject matter hereof and no modifications of this Agreement or waiver of the terms and conditions hereof shall be binging upon either of the parties hereto, unless approved in writing by an authorizes representative of each party. In the event that any of the provisions of this Agreement shall be held by court or other Tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect and this Agreement shall be interpreted and construed accordingly.
- 24. This Agreement is executed in duplicate, each of which shall be deemed to be the original and both when sent together shall be deemed to form one and single document.

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

For	For RailTel Corporation of India Ltd.
Sign :	Sign :
Name :	Name : Rabi Andrew
Title :	Title : GM/Marketing & Regulatory Compliance

Annexure 5: Declaration on Indemnification

(to be on company letter head)



Offer Reference No: RailTel/EOI/EB/2023-24/IT	C-ICT Partner/480	रेलटेल RAILTEL
EoI In charge, RailTel RailTel Postal Address : xxx		
Dear Sir,		
Sub: Declaration on Indemnification		
We, undersigned, offer to empanel our organic Terms and conditions of the Eol. As per cla regulatory compliances and License for tindemnify RailTel against non-compliance	nuse no. 2.3 of the EOI, we hereby undertal the services being offered and, in this re	ke to fulfil
Date:	Signature with seal -	
	Name:	
	Designation:	
Annexure -6 Customer Information Form		

S.No. Parameter	Information
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1	Region/OU(Mandatory)
2	Customer Name (Mandatory)
3	Customer Number (Mandatory for new site)
4	Customer Type (Mandatory)
5	Address Line1 (Mandatory)
6	Address Line2 (Mandatory)
7	Address Line3 (Mandatory)
8	City
9	State (Mandatory)
10	Pin Code (Mandatory)
11	Contact Name (Mandatory)
12	Mobile (Only One Value) (Mandatory)
13	Email (Only One Value) (Mandatory)
14	TAN Number (Mandatory)
15	GSTN Number (Mandatory)

# Annexure- 7: Supplier Information Form

S.No.	Parameter	Information
1	Region	
2	Vendor_Code	
3	Vendor_Name	



4	Vendor_Site Name	
5	Address_Line1	
6	Address_Line2	
7	Address_Line3	
8	City	
9	State	
10	Pin Code	
11	Bank_Name	
12	IFSC_Code	
13	Bank_Branch Name	
14	Bank Account_Number	
15	Contact Person First_Name	
16	Contact Person Last_Name	
17	Phone	
18	Email	
19	Fax No.	
20	Website Name	
21	PAN_No	
22	Tds_Vendor_Type	
23	Supplier_GSTIN State	
24	Supplier_GSTIN	
25	MSME/Non-MSME	
26	SC_ST/NON-SC_ST	
27	MSME No.	

## **Annexure-8- Power of Attorney**

Please update the Power of Attorney according to the following format on Rs. 100 stamp paper Non Judiciary by Govt of India

Power of Attorney for Signing of Bid





1	ВР	Business Partner
2	Eol	Expression of Interest
3	NLD	National Long Distance
4	ISP	Internet Service Provider
5	QoS	Quality of Service
6	VAT	Value Added Tax
7	PSU	Public Sector Undertaking
8	MoU	Memorandum of Understanding
9	EMD	Earnest Money Deposit
10	SLA	Service Level Agreement
11	NDA	Non-Disclosure Agreement
12	POC	Point of Contact
13	BG	Bank Guarantee
14	GST	Goods & Service Tax