

RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking)

**Expression of Interest for Selection of Partner from Empaneled Business Associate/ Channel Partners/
System Integrators/ OEMs**

For

“Request for Proposal (RFP)

For

**THE PROCUREMENT OF AI/ML BASED SOLUTION FOR MONITORING AND INVESTIGATION OF
FRAUD, WASTE & ABUSE OF HEALTH INSURANCE CLAIMS FOR NEW INDIA ASSURANCE**

EOI No: RCIL/WR/MUMBAI/Mktg/25-26/13 dated 30.07.2025

EOI NOTICE
RailTel Corporation of India Ltd,
Western Railway Microwave Complex, Senapati Bapat Marg,
Mahalaxmi, Mumbai – 400013

EOI Notice No: RCIL/WR/MUMBAI/Mktg/25-26/13 dated 30.07.2025

RailTel Corporation of India Ltd., (here after referred to as “RailTel”) invites EOIs from RailTel’s Empaneled Partners/ Business Associates/ Channel Partners/ System Integrators who are registered under the category of **“Request for Proposal (RFP) For THE PROCUREMENT OF AI/ML BASED SOLUTION FOR MONITORING AND INVESTIGATION OF FRAUD, WASTE & ABUSE OF HEALTH INSURANCE CLAIMS FOR NEW INDIA ASSURANCE**

Tender Ref Number- NIA/HEALTH/2025-26/FWA (Bid Number: GEM/2025/B/6363242) **Date:** 19.06.2025 and any other addendums/corrigendum/documents contained within and related to the same.

The details are asunder:

1	Last date for submission of Technical Packet against EOIs by bidders	05 th August 2025 at 12:00 Hours
2	Opening of Technical Bid of EOIs	05 th August 2025 at 14:00 Hours
3	Number of copies to be submitted for scope of work	One
4	EOI fees inclusive tax (Non-refundable)	Rs. 25000/-
5	EMD	Total EMD: 50,00,000/- Token EMD: Rs. 5,00,000/- in the form of online transfer as Token EMD along with submission of EoI response. Balance EMD: Balance amount of Rs. 45,00,000/- (after subtracting the Token EMD) to be paid before end customer bid submission by RailTel.

The EMD should be in the favor of RailTel Corporation of India Limited payable at Mumbai through online bank transfer. Partner needs to share the online payment transfer details like UTR No, date of payment, etc.

RailTel Bank Details: Union Bank of India, **Account No.** 317801010036605, **IFSC Code** - UBIN0531782.

Eligible Business Associates are required to direct all communications related to this Invitation for EoI document, through the following Nominated Point of Contact persons:

1. Level 1

Contact Name: Aishwary Gargav

Designation: Deputy Manager, Marketing

E-Mail Address: aishwary.gargav@railtelindia.com

Mobile No: +91-8780414884

2. Level 2

Contact Name: Viplov Nath Mishra

Designation: Sr. Deputy General Manager, Marketing

E-Mail Address: viplovnmishra@railtelindia.com

Mobile No: +91-9004444124

Note:

1. Empanelled partners are required to submit soft copy of technical packet through an e-mail at eoι.wr@railtelindBidder.com duly signed by Authorized Signatories with Company seal and stamp.
2. The EOI response is invited from the following entities (*including but not limited to*), ***hereinafter referred to as 'Bidder' or 'Partner' in this EOI document***:
 - Empaneled Business Partners of RailTel
 - Original Equipment Manufacturers (OEMs)
 - OEM-Authorized Partners
 - Authorized Distributors
3. All the documents must be submitted with **proper indexing** and **page no.**
4. This is a **post partnership arrangement with an empaneled business associate of RailTel for execution of end customer RFP**. Selected partner's authorized signatory has to give an undertaking they will not submit directly or indirectly their bids and techno-commercial solution/association with any other organization once selected in this EOI for post-bid teaming arrangement (before and after submission of bid to end customer organization by RailTel). This undertaking has to be given with this EOI Response.
5. Partner has to submit their response as an individual organization only. No consortium is allowed. The Bidder has to be an empanelled partner of RailTel.
6. **Transfer and Sub-letting.** The Business Associate has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contractor any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
7. All Bidders to sign and stamp RailTel's EOI and its corrigendum's implying acceptance of all terms and conditions as mentioned and submit the same along with their Bids.

1. Introduction about RailTel

RailTel Corporation of India Limited (RailTel), an ISO-9001:2000 organization is a Mini Ratna Government of India undertaking under the Ministry of Railways. The Corporation was formed in Sept 2000 with the objectives to create nationwide Broadband Telecom and Multimedia Network in all parts of the country, to modernize Train Control Operation and Safety System of Indian Railways and to contribute to realization of goals and objective of national telecom policy 1999. RailTel is a wholly owned subsidiary of Indian Railways.

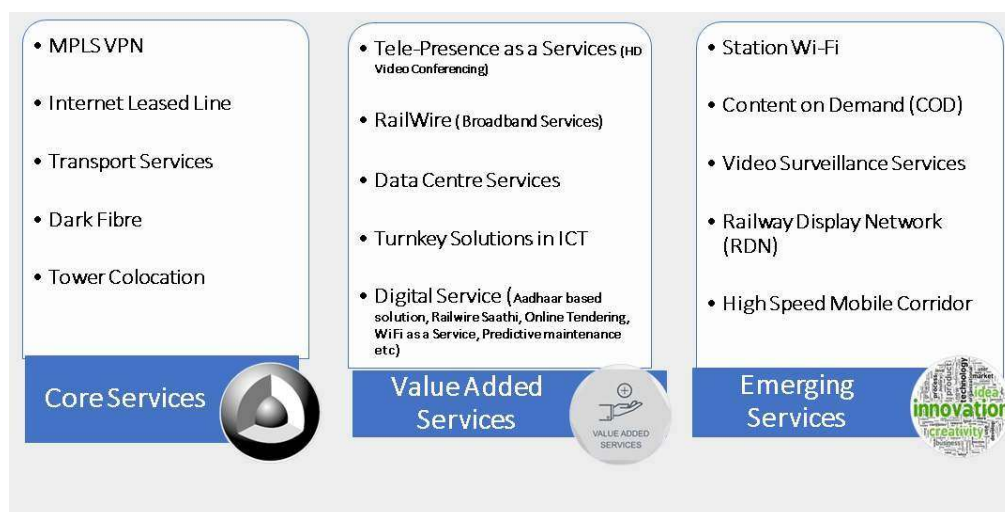
RailTel has approximately 60000 kms of OFC along the protected Railway tracks. The transport network is built on high capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon and Secunderabad hosting / collocating critical applications. RailTel is also providing Telepresence as a Service (TPaaS), where a High-Definition Video Conference facility bundled with required BW is provided as a Service.

For ensuring efficient administration across India, country has been divided into four regions namely, Eastern, Northern, Southern & Western each headed by Executive Director and Headquartered at Kolkata, New Delhi, Secunderabad & Mumbai respectively. These regions are further divided into territories for efficient working. RailTel has territorial offices at Guwahati, & Bhubaneswar in East, Chandigarh, Jaipur, Lucknow in North, Chennai & Bangalore in South, Bhopal, and Pune & Ahmedabad in West. Various other territorial offices across the country are proposed to be created shortly.

RailTel's business service lines can be categorized into three heads namely B2G/B2B (Business to Government and Business to Business) and B2C (Business to customers):

Licenses & Service portfolio:

Presently, RailTel holds Infrastructure Provider -1, National Long Distance Operator, International Long Distance Operator and Internet Service Provider (Class-A) licenses under which the following services are being offered to various customers:



a) Carrier Services

- National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators
- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth & above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of

Telco's

b) Enterprise Services

- Managed Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above
- MPLS VPN: Layer-2 & Layer-3 VPN available for granularities from 2 Mbps & above
- Dedicated Internet Bandwidth: Experience the “Always ON” internet connectivity at your fingertips in granularities 2 Mbps to several Gbps

c) DATA CENTER

- Infrastructure as a service (IaaS), Hosting as Services, Security operation Centre as a Service (SOCaaS): RailTel has MeitY empanelled two Tier-III data centres in Gurgaon & Secunderabad. Presently RailTel is hosting critical applications of Indian Railways, Central & State government/ PSUs applications. RailTel will facilitate Government's applications
- Hosting services including smooth transition to secured state owned RailTel's Data Centers and Disaster Recovery Centres. RailTel also offers SOC as a Service 'SOCaaS'. In addition, RailTel offers VPN client services so that employees can seamlessly access government's intranet, applications securely from anywhere without compromising security.

d) National Long Distance:

Carriage of Inter & Intra -circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators

- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth & above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

e) High-Definition Video Conference:

RailTel has unique service model of providing high -definition video conference bundled with Video Conference equipment, bandwidth and FMS services to provide end to end seamless services on OPEX model connecting HQ with other critical offices. RailTel also offers application-based video conference solution for employees to be productive specially during this pandemic situation.

f) Retail Services – RailWire

RailWire: Triple Play Broadband Services for the Masses. RailTel has unique model of delivering broadband services, wherein local entrepreneurs are engaged in delivering & maintaining broadband services and upto 66% of the total revenues earned are shared to these local entrepreneurs in the state, generating jobs and revitalizing local economies. On date RailTel is serving approx. 4,68,000 subscribers on PAN Indian basis. RailTel can provide broadband service across– Government PSU or any organization's officers colonies and residences.

2. Project Background and Objective of EOI

RailTel intends to participate in RFP floated by end Customer organization For *THE PROCUREMENT OF AI/ML BASED SOLUTION FOR MONITORING AND INVESTIGATION OF FRAUD, WASTE & ABUSE OF HEALTH INSURANCE CLAIMS FOR NEW INDIA ASSURANCE*, Tender Ref Number- NIA/HEALTH/2025-26/FWA (Bid Number: GEM/2025/B/6363242) Date: 19.06.2025.

RailTel invites EOIs from RailTel's Empanelled Partners / Business Associates/ Channel partners/ System Integrators for the selection of suitable partner for participating in above mentioned work for the agreed scope work. The empaneled partner is expected to have excellent execution capability and good understanding customer local environment.

3.Scope of Work

The scope of the work would include the supply, installation, configuration, customization, integration, deployment on Private cloud (On premise) and maintenance of an end-to-end AI/ML enabled Fraud, Waste and Abuse Control solution for the Health Insurance Claims which is scalable in nature and must integrate with the existing Insurance Software Solution of NIACL.

- i. **Fraud, Waste, and Abuse (FWA) Monitoring Solution:** The proposed software solution should be able to perform ETL (Extract, Transform, Load) functions on provided health insurance claims data, including both metadata and documents, to analyze and assess the likelihood of claims or entities, being involved in fraud, waste, or abuse. The tool should be able to deliver real-time claim tagging for various outlier based on the use-cases, scenarios, industry standard triggers for Health claim adjudication, validation for policy terms and condition pertaining to the claim processing, with a processing capacity of at least 2000 claims per hour and provide analytical dashboards that offer comprehensive insights, including drill-down capabilities for identified suspicious transactions.
 - a. The solution should be able to monitor the claims for Fraud, Waste and Abuse throughout the entire journey of the claim broadly in stages viz. pre-processing (on intimation), while processing the claim, post processing of the claim.
 - b. It should support seamless integration with New India's existing Core applications or other systems as needed and include a customizable rules engine to adapt to evolving fraud detection needs. The solution must also ensure data security and compliance with relevant regulations. Also if in case, in future, NIACL decides to move/change its Core Insurance Software to a cloud platform / or any other existing platform, the software solution proposed for the FWA should be able to integrate with the same seamlessly
- ii. **Unified Intake Frontend:** The bidder should provide a Unified front end which will enable claims intake from various channels like emails, TPA front end, inward of physical documents, FTP documents, NHCX intake, WhatsApp channel and other channels as deemed necessary for servicing customers where they are. This enables immediate claims data, documents and images intake from TPAs as well enables future onboarding of claims directly. The intake process should be AI/ML driven with auto classification and auto extraction of information
- iii. **Data Lake (Storage and Processing platform):** Creation of Data Lake on a Meity approved Private cloud platform for ingesting structured, semi-structured and unstructured data from various sources (various Third-Party Administrators through API integration, NIACL ODS for policy/other requisite data) viz. simple data, printed and Scanned hospital documents, x-ray, films, prescriptions, bills, invoices, KYC documents, stickers, logs, metadata etc. Perform data engineering tasks including ETL/ELT and develop various data repositories as part of the overall data lake. To create suitable data models and schemas to facilitate fast and relevant reporting and dash-boarding. The data shall have to reside within India all the time. The cloud platform subscription should be procured by the bidder in the

name of NIACL.

- a. Data lake should have an integrated Document Management and Document Processing System to intake, store and process the documents as well as clinical images/other relevant file/images received as part of claims.
 - b. This data lake will be a layer between NIACL's Core Insurance Solution, and it's paneled Third Party Administrators (TPAs). The data to be collected at this data lake house through API integration with NIACL 's existing TPAs. The data lake so created to be compliant on all the prevailing security standard/ regulations/Acts e.g. DPDP Act 2023 etc. as given by Government of India, regulatory bodies such as IRDAI or any such law passed by Government of India /IRDAI or any other regulatory authorities in future in relation with protection of customer data and its privacy.
 - c. The solution Provider shall ensure deployment, management and maintenance of various security components/features/solutions in the proposed identified cloud infrastructure, including but not limited to Network security, Data Security, Application security, Endpoint/Host level security, Vulnerability Management, Centralized log monitoring for all the environments (Development, Testing, Data Centre and Disaster Recovery) etc.
 - d. The Solution Provider should follow and comply with all the regulatory/statutory circulars/Master directions applicable to the company like IRDAI, MeITY, CERT, RBI, SEBI, Ministry circulars, DPDP, IT Outsourcing (RBI Master Circular), NIACL IT Security Policy etc. as applicable.
 - e. The Solution provider should ensure Independent External Audits to be conducted as per the regulatory requirements and should facilitate in closure of the audit points.
 - f. The Solution Provider shall ensure to implement the BCP/DR practices as per the regulatory and NIACL's requirements and conduct DR Drills at least once every 6 months.
- iv. New Data Models:** The vendor should provide comprehensive data models relevant to the general insurance industry, both in India and globally. If needed, NIACL may request the bidder to create or modify data models to suit the specific requirements.
- v. Deployment, configuration and commissioning** of Fraud, Waste and Abuse Monitoring Solution on data lake for AI/ML based churning of data and sending real time alerts to NIACL and concerned TPA for pre-processing decision making based on risk scoring (high, medium, low) of the claims at various stages such as Pre- Authorization, Modification/enhancement, discharge, Settlement of Claims etc. The bidder should propose architecture to achieve the same. Configuration of the tool for various industry standard rule-based triggers or as provided by NIACL as per Annexure- XIII (the list is indicative and not exhaustive). The triggers on need basis will have to be developed by the bidder/OEM of the tool on demand of NIACL with no extra cost to NIACL than that specified as part of TCO)
- vi. Image forensic solution:** The bidder shall provide a readily integrated or modular to be ready to integrate with the proposed solution for checking de-duplication of the documents related to the claims along with possible similarity check not limited to date, document number, hospital or diagnostic centers, health vital, health reports, treating doctor, labs etc. The solution should be able to perform similar checks to detect images that, while not identical, are sufficiently similar to raise suspicion. This includes identifying images with subtle alterations, such as watermarks, seals, or logos being tampered with, as well as detecting document content (e.g., identical text or forms) reused across different claims. It should leverage advanced algorithms (e.g. machine learning, deep learning) for robust image comparison, factoring in distortions or modifications typically employed in fraudulent document submission. Metadata analysis also to be implemented for identifying images that have been altered after capture, such as those that have had their creation time or location data tampered with.
- vii. Clinical journey extraction:** The primary goal of this system is to automatically extract comprehensive

timelines of patient clinical experiences from various data sources using advanced large language models (LLMs) and vision-language models (VLMs). This would involve processing unstructured clinical notes, medical images, and potentially other forms of patient data to reconstruct the sequence of diagnoses, treatments, and outcomes.

Once these detailed clinical journeys are extracted, the system should enable a comparison against established standard treatment protocols for specific conditions. This comparative analysis will be crucial for identifying deviations from the regular practices. We envision this capability as a valuable tool for clinical audits.

viii. Optical Character Recognition (OCR) solution should be a readily integrate-able or modular solution designed for seamless integration with the proposed FWA solution for digitizing health insurance claims documents, such as invoices, bills, handwritten notes, prescriptions, discharge summaries, and more as stated below:

- a. **Data Extraction:** The OCR solution should extract critical data from health insurance claims documents, including patient details, treatment codes, service dates, amounts, medical provider information, and prescriptions.
- b. **Handling Structured and Unstructured Formats:** It must be capable of processing both structured documents (e.g., invoices) and unstructured documents (e.g., handwritten notes), enabling the extraction of relevant information from a variety of formats.
- c. **Handwriting Recognition:** The solution should support handwriting recognition, a key feature for health-related documents (e.g., prescriptions, doctor's notes), ensuring accurate data extraction from non-standard, handwritten text. Additionally, it should include adaptive learning algorithms that improve handwriting recognition accuracy as more documents are processed, continually enhancing its performance over time.

Additionally, it should include adaptive learning algorithms that improve handwriting recognition accuracy as more documents are processed, continually enhancing its performance over time.

- ix. Policyholder/Insured Onboarding and Underwriting Decision Support:** The system should facilitate comprehensive policyholder onboarding, capturing both policy-level and member-level details, including coverages, limits, and other relevant information. It should also track claims trends that are linked to specific underwriting parameters, allowing this data to be made available through an intuitive user interface to support informed underwriting decisions. The triaging process for policy underwriting may be driven by a risk score, which is determined based on these trends and other material factors relevant to the policy's underwriting profile.
- x. Hospital Master Maintenance and Blacklisting:** The system should facilitate the maintenance of Hospital Master Records, ensuring that each hospital's status whether part of the Preferred Provider Network (PPN), Third-Party Network (TPN), or a non-network hospital—is accurately tracked and updated. The system should process or interventions needed. Additionally, the bidder must ensure that records of blacklisted or red-flagged hospitals are consistently updated and maintained in real-time to prevent fraudulent claims and mitigate risks. The system should have capability to integrate with the third party-maintained hospital register with relevant details. System should enable suspension, watch list and blacklisting of hospitals enable scoring or rating of hospitals to decide on the straight though.
- xi. Digitized Contracts with Hospitals:** The vendor shall also digitize and store the digitized Contracts for all the paneled Hospitals (PPN) of NIACL (existing as well as paneled in future). The digitized record of the Schedule of Charges /Packages for various procedures should be maintained in data lake for applying it for drawing correlation and applying validation with the claims. The system should be capable of enabling capture of modified tariffs at the time of renewal or during the contract period.
- xii. Drug Data Repository Maintenance and Pharmacy Leakage Prevention:** The vendor must provide/create and maintain the drug data repository. The vendor should ensure that the drug data

repository is continuously updated in accordance with industry standards, including critical details such as pricing, manufacturing brand, the ailment for which it is primarily prescribed and other relevant information. This information shall be used by FWA Solution to identify and avoid the pharmacy leakages if any. Additionally, solution should also be able to applicability of a medicine for a particular ailment, its dosage, prices etc. through machine learning of the solution. In addition, system should allow flagging of high-cost drugs and their utilization.

xiii. The vendor should be able to provide both custom dashboards and generic dashboards tailored to the general insurance industry in India. These dashboards should offer insights at both summary and granular levels, including key metrics such as the number of claims processed, number of policies processed, number of frauds identified, data mismatches, and other relevant information. System should support self-service reporting and data visualization.

xiv. Configuration and maintenance of analytical dashboard for monitoring of health portfolio. Some of the examples are:

- a. Migration of patients
- b. Fraud risk dashboard
- c. Claim processors tracking/audit trail
- d. Schedule of Charges and Package based utilization.
- e. Cashless vs. reimbursement percentage etc.
- f. Repudiation of claims
- g. Modern treatment claims related data
- h. Cost per claim for different geographical zones as well as PAN India
- i. AYUSH claims data
- j. ICR policy wise, office wise, Agent-wise , TPA wise , Region-wise year on year analysis
- k. The list is only illustrative and not exhaustive. The bidder should be able to configure various alerts and dashboards, regulatory and compliance reports/MIS as may be required by NIACL from time to time. The solution system should be configurable as mentioned above for the alerts, dashboard, reports/MIS.

xv. User Privilege Management System: The system should provide role-based access into the solution with roles such as super user, admin, guest users etc. (the roles shall be decided in consultation with the successful bidder).

xvi. Audit of Claim: The FWA Solution should provide an Auditing interface for the Doctors from New India /Internal Auditors /Statutory Auditor to do the audit of the claims by accessing the information and relevant documents through an authorized access by the administrator. In addition, it should be able to integrate the investigation details and report from TPA investigation

A front-end facility also to be there in the solution under Audit to input the findings of tele-investigations conducted by NIACL/ TPA /any other party on behalf of the NIACL such that it becomes part of information being processed for the approval of the claim.

xvii. Training:

- a. Bidder shall provide user training to the optimal number of personnel identified by NIACL on functional and technical operational aspects of the solution and analysis of the claims based on certain alerts, navigations in the software solution and customization of the dashboard.
- b. At the end of each training session, an evaluation test needs to be conducted in coordination with NIACL to ascertain the effectiveness of the training. Training Material (in English) for Health Department as well as IT dept users will be provided by the bidder.

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

Note: The Bill of Materials (BOM) provided is indicative in nature. RailTel reserves the right to modify, add, or delete any item(s) in the Bill of Quantities (BOQ) in accordance with the scope of work, RailTel's internal policies, and the Terms & Conditions prescribed by the end client.

4. Response to EOI guidelines

4.1 Language of Proposals

The proposal and all correspondence and documents shall be written in English in soft copy through an email.

4.2 RailTel's Right to Accept/Reject responses

RailTel reserves the right to accept or reject any response and annul the bidding process or even reject all responses at any time prior to selecting the partner, without thereby incurring any liability to the affected bidder or Business Associate or without any obligation to inform the affected bidder or bidders about the grounds for RailTel's action.

4.3 EOI response Document

The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Submission of bids, not substantially responsive to the bidding document in every aspect will be at the bidder's risk and may result in rejection of its bid without any further reference to the bidder.

All pages of the documents shall be signed by the bidder including the closing page in token of his having studied the EOI document and should be submitted along with the bid.

4.4 Period of Validity of bids and Bid Currency

Bids shall remain valid for a period of 120 days from the date Bid submission date issued by the end Customer organization for which bid is going to submit.

4.5 Bid Earnest Money (EMD)

4.5.1 The Business Associate shall furnish a sum as given in EOI Notice via online transfer from any bank in India in favour of "RailTel Corporation of India Limited" along with the offer. This will be called as **EOI EMD**.

4.5.2 Offers not accompanied with valid EOI Earnest Money Deposit shall be summarily rejected. EMD if paid via online transfer then the details of the payment (UTR No, Payment Date, etc) should be accompanied with the bid.

4.5.3 In case if offer is selected for bidding, the partner has to furnish Earnest Money Deposit (for balance amount as mentioned in the customer's Bid or as applicable) for the bid to RailTel. The selected Business Associate shall have to transfer the balance EMD in proportion to the quoted value/scope of work to RailTel before RailTel's submission of bid to end customer as applicable.

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

4.5.5 Return of EMD for successful Business Associate: EOI-EMD & Earnest Money Deposit (balance proportionate EMD) if applicable and Integrity Pact BG of the successful bidder will be discharged / returned as promptly as possible after the receipt of RailTel's EMD/BG from the Customer and or on receipt of Security Deposit Performance Bank Guarantee as applicable (clause no. 4.6) from BusinessAssociate whichever is later.

4.5.6 Forfeiture of EOI EMD or EOI EMD & EMD (balance proportionate EMD) and or Penal action as per EMD Declaration:

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

In case of non-submission of SD/PBG (as per clause no. 4.6) lead to forfeiture of EMD and Integrity Pact and or suitable action as prescribed in the EMD Declaration shall be initiated as applicable.

Having participated with another party/consortium apart from RailTel in RailTel's end customer Tender.

Partial or non submission of EMD/Tender Fees or both.

4.6 Security Deposit / Performance Bank Guarantee (PBG)

In case the bid is successful, the PBG of requisite amount proportionate to the agreed scope of the work will have to be submitted to RailTel.

As per work share arrangements agreed between RailTel and Business Associate the PBG will be proportionately decided and submitted by the selected Business Associate.

4.7 Last date & time for Submission of EOI response

EOI response must be submitted to RailTel at the email address specified in the preamble not later than the specified date and time mentioned in the preamble.

4.8 Modification and/or Withdrawal of EOI response

EOI response once submitted will be treated, as final and no modification will be permitted except with the consent of the RailTel.

No Business Associate shall be allowed to withdraw the response after the last date and time for submission.

The successful Business Associate will not be allowed to withdraw or back out from the response commitments. In case of withdrawal or back out by the successful business associate, the Earnest Money Deposit shall be forfeited, and all interests/claims of such Business Associate shall be deemed as foreclosed.

4.9 Details of Financial bid for the above referred tender

Business Associate meeting eligibility criteria and lowest price will be selected for optimizing technical and Commercial solution so that most winnable solution is submitted to end customer.

In case if there are Two or more Business Associate meeting eligibility criteria and quoting same price, then negotiation will be conducted within this Sole partner in the second stage for the given scope of the work and Sole bidder with overall lowest (L1) offer will be selected for optimizing technical and Commercial solution.

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

4.10 Clarification of EOI Response

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

4.11 Period of Association/Validity of Agreement

RailTel will enter into an agreement with selected bidder with detailed Terms and conditions.

4. Eligibility Criteria (Pre-Qualification Criteria) for Bidding Business Partner of RailTel

Sl No.	Category	Criteria	Relevant Document (To be Submitted)
1.	Years of Operation	The Bidder/OEM should be in operations for a period of at least Three (3) Years prior to the date of bid submission and the bidder should be registered in India	Copy of certificate of Incorporation / Registration under Companies Act 1956 / Companies Act 2013 / proof of registration under applicable laws, GST registration, PAN Card may be submitted in this regard
2.	Annual Turnover for Bidder/OEM	The Bidder/OEM should have annual average turnover of INR 10 Crores in last three financial years i.e. FY 2022-23, FY 2023-24 and 2024-25.	Audited Balance Sheet / CA Certificate may be submitted in this regard. In case audit for the year 2023-24 has not been completed, then CA certificate for the same may be submitted.
3.	Net-Worth of the Bidder/OEM	The Bidder/OEM should have positive net worth in the last financial year i.e. FY 2024-25	Audited Balance Sheet / CA Certificate may be submitted in this regard. In case audit for the year 2024-25 has not been completed, then CA certificate for the same may be submitted
4.	Certification criteria for the Bidder/OEM	The bidder should have valid certification 1. ISO 9001 for quality management or equivalent 2. ISO 27001 for Information Security Management System or Equivalent certification	Copy of certificates to be submitted in this regard
5.	Non-Blacklist	The Bidder and OEM should not be backlisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body in India, on the last date of submission of EOI	Undertaking to be submitted in this regard.
6.	Experience Criteria - Solution Implementation Experience for the OEM	The Bidder/OEM Partner shall have successfully executed at least one Project of minimum value INR 2 Crs related to supply and implementation of Fraud, Waste and Abuse control/monitoring solution and other related modules in last Five (5) years in India.	Purchase Order Or Work Order Or Contract Copy
7.	Criteria for OEM - MAF	The proposed OEM Insurance claim fraud, waste and abuse solution should be offered as a single integrated solution with all components (<i>end to end data management, data quality, decisioning, advanced analytics, alerting and investigation, monitoring, and visualization</i>)	MAF with proposed product listing and Self- certification from OEM to be provided

		<i>capabilities</i>). The complete solution from a single OEM will be preferred.	
8.	Criteria for OEM	The AI-ML based Insurance Claim fraud Analytics Solution provider OEM should have an existing capability and infrastructure to provide technical support through a track system within India.	Document supporting the same / Affidavit by authorized signatory giving support and skill matrix with details of support centers

6. Bidder's Profile

The bidder shall provide the information in the below table:

S. No.	ITEM	Details
1.	Full name of bidder's firm	
2.	Full address, telephone numbers, fax numbers, and email address of the primary office of the organization / main / head / Corporate office	
3.	Name, designation and full address of the Chief Executive Officer of the bidder's organization as a whole, including contact numbers and emailAddress	
4.	Full address, telephone and fax numbers, and email addresses of the office of the organization dealing with this tender	
5.	Name, designation and full address of the person dealing with the tender to whom all reference shall be made regarding the tender enquiry. His/her telephone, mobile, Fax and email address	
6.	Bank Details (Bank Branch Name, IFSC Code, Account number)	
7.	GST Registration number	

7. Evaluation Criteria

7.1 The Business Associates are first evaluated on the basis of the Eligibility Criteria as per clause 5 above.

7.2 The Business Associate qualifying the Eligibility criteria will be selected for optimizing technical and Commercial solution so that most winnable solution is submitted to end customer.

7.3 In case if there are two or more Sole Bidders meeting eligibility criteria then the price bids will be sought from these Sole Bidder in the second stage for the given scope of the work and Sole Bidder with overall **lowest (L1)** offer will be selected for optimizing technical and Commercial solution.

7.4 RailTel reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants. The RailTel evaluation committee will determine whether the proposal/ information is complete in all respects and the decision of the evaluation committee shall be final. RailTel may at its discretion assign lead factor to the Business associate as per RailTel policy for shortlisting partner against this EOI.

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

8 Withdrawal of Bids

A Bidder wishing to withdraw its bid shall notify to RailTel by e-mail prior to the deadline prescribed for bid submission. The notice of withdrawal shall be addressed to RailTel at the address named in the Bid Data Sheet, and bear the Contract name, the <Title> and < Bid No.>, and the words “Bid Withdrawal Notice.” Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a valid submitted bid.

No bid can be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in the Bid Data Sheet. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder’s EMD.

9 Evaluation Process

The evaluation process of the bid proposed to be adopted by RailTel is indicated in this section. The purpose of this section is to provide the Bidder an idea of the evaluation process that RailTel may adopt.

RailTel shall appoint a Bid Evaluation Committee (BEC) to scrutinize and evaluate the technical and commercial bids received. The BEC will examine the Bids to determine whether they are complete, responsive and whether the bid format conforms to the bid requirements. RailTel may waive any informality or non-conformity in a bid which does not constitute a materiel deviation according to RailTel.

The bid prices should not be mention in any part of the bid other than the Commercial Bid. Any attempt by a bidder to influence the bid evaluation process may result in the rejection of Bid and forfeiture of EMD.

10 Performance Bank Guarantee

The Bidder shall at his own expense, deposit with RailTel, an unconditional and irrevocable Performance Bank Guarantee (PBG) from nationalized banks as per the format given in this bid, payable on demand, for the due performance and fulfilment of the contract by the Bidder.

This Performance Bank Guarantee will be submitted within 21 days of the notification of award of the contract/ Letter of Acceptance (LOA) issuance whichever is earlier. If PBG is not submitted within this time frame a delayed PBG penalty will be attracted. Post 21 days and upto 60 days from date of notification of award of the contract/ Letter of Acceptance (LOA) issuance a penalty at 15% per annum interest of LOA amount will be levied as delayed PBG penalty and this penalty will be deducted from the Invoices & EMD of the Bidder. After these 60 days if PBG is not submitted then it will be assumed that the Bidder is not interested in submitting PBG and the Amount of PBG along with the delayed PBG penalty calculated will be

retained from Invoices & EMD of the Bidder. Non submission of PBG can also lead to cancellation of contract and the decision with respect to whether, to retain the PBG Amount and penalty from Invoices & EMD or cancellation of contract, will be at the sole discretion of RailTel. In the event of cancellation of contract EMD will be forfeited. If PBG is retained from Invoices & EMD then the PBG Amount only and not the penalty attracted will be paid to the Bidder in such a case post the contract period plus three months (expected PBG validity date) are over after deducting any applicable deductions (eg: Poor service, etc).

This Performance Bank Guarantee will be for an amount equivalent to **5% of the total contract value**. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the Bidder. The Performance Bank Guarantee format can be found in this document.

The Performance Bank Guarantee may be discharged/ returned by RailTel upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.

In the event of the Bidder being unable to service the contract for whatever reason, RailTel would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of RailTel under the Contract in the matter, the proceeds of the PBG shall be payable to RailTel as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. RailTel shall notify the Bidder in writing of the exercise of its right to receive such compensation within 30 days, indicating the contractual obligation(s) for which the Bidder is in default.

The 30days' notice period shall be considered as the 'Cure Period' to facilitate the Implementation Agency to cure the breach. The PBG shall be invoked only if the breach is solely attributable to the bidder and the bidder fails to rectify the breach within the 'Cure Period'.

RailTel shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to the Bidder, the equivalent value of any payment made to the Bidder due to inadvertence, error, collusion, misconstruction or misstatement.

11 Rights to Terminate the Process

RailTel may terminate the bid process at any time and without assigning any reason. RailTel makes no commitments, express or implied, that this process will result in a business transaction with anyone.

This bid document does not constitute an offer by RailTel. The Bidder's participation in this process may result in RailTel selecting the Bidder to engage in further discussions and negotiations towards execution of a contract. The commencement of such negotiations does not, however, signify a commitment by RailTel to execute a contract or to continue negotiations. RailTel may terminate negotiations at any time without assigning any reason.

12. Payment terms

RailTel shall make payment to selected Business Associate after receiving payment from Customer for the agreed scope of work. In case of any penalty or deduction made by customer for the portion of work to be done by BA, same shall be passed on to Business Associate.

All payments by RailTel to the Partner will be made after the receipt of payment by RailTel from end customer organization and upon submission of correct Tax Invoices as per statutory norms.

The Payments received from end customer will be disbursed Scope wise to the selected BAs. The BA selected for a particular scope will receive payments once end customer releases payments for the specific scope.

13 SLA

The selected bidder will be required to adhere to the SLA matrix as defined in the end Customer organization tender for his scope of work and the SLA breach penalty will be applicable proportionately on the selected bidder, as specified in the end Customer organization Tender. The SLA scoring and penalty deduction mechanism for in-scope of work area shall be followed as specified in the Tender. All associated clarifications, responses to queries, revisions, addendum and corrigendum, associated Prime Services Agreement (PSA)/ MSA/ SLA also included. Any deduction by Customer from RailTel payments on account of SLA breach which is attributable to Partner will be passed on to the Partner proportionately based on its scope of work.

Note:

1. Depending on RailTel's business strategy RailTel may choose to work with Partner who is most likely to support in submitting a winning bid
2. All Documents and requirements like EMD, Tender Fees, PBG, Contract Agreement to be shared/executed Back-to-Back as per the end customer RFP/Tender with **Tender Ref Number- NIA/HEALTH/2025-26/FWA (Bid Number: GEM/2025/B/6363242) Date: 19.06.2025**
3. In case of any discrepancy or ambiguity in any clause /specification pertaining to scope of work area, the RFP released by end customer organization shall supersede and will be considered sacrosanct. (All associated clarifications, response to queries, revisions, addendum and corrigendum, associated prime service agreement (PSA)/ MSA/ SLA also included.)
4. All clauses such as cost involved, payment term, validity, lock in period, etc will be back-to-back as per RFP/ Tender.
5. All required MAFs is to be arranged by Selected Bidders before RailTel's submission of Bid in end customer tender.

Annexure 1: Format for COVERING LETTER (To be submitted by Bidder)

COVERING LETTER (To be on company letter head)

EoI Reference No: _____ Date: _____

To,

RailTel Corporation of India Ltd.
Western Railway Microwave complex,
Senapati Bapat Marg, Mahalaxmi, Mumbai – 400013

Dear Sir,

SUB: Participation in the EoI process

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

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

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

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

Authorized Signatory Name:

Designation:

Signature:

Seal of the Organization:

Annexure 2: Format for Self-Certificate & Undertaking (To be submitted by Bidder)

Self-Certificate (To be on company letter head)

EOI Reference No: _____ Date: _____

To,

RailTel Corporation of India Ltd.
Western Railway Microwave complex,
Senapati Bapat Marg, Mahalaxmi, Mumbai – 400013

Dear Sir,

Sub: Self Certificate for Tender, Technical & other compliances

1. Having examined the Technical specifications mentioned in this EOI & end customer tender, we hereby confirm that we meet all specification.
2. We agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted (except pricing, termination & risk purchase rights of the RailTel). We understand and agree that RailTel shall release the payment to selected sole partner/lead partner after the receipt of corresponding payment from end customer by RailTel. Further we understand that in case selected sole bidder fails to execute assigned portion of work, then the same shall be executed by RailTel through third party or departmentally at the risk and cost of selected sole partner bidder.
3. We agree to abide by all the technical, commercial & financial conditions of the end customer's RFP for the agreed scope of work for which this EOI is submitted.
4. We hereby agree to comply with all OEM technical & Financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP. We are hereby enclosing the arrangement of OEMs against each of the BOQ item quoted as mentioned end customer's RFP. We also undertake to submit MAF and other documents required in the end Customer organization tender in favour of RailTel against the proposed products.
5. We hereby certify that any services, equipment and materiel's to be supplied are produced in eligible source country complying with OM/F. No. 6/18/2019 dated 23rd July 2020 issued by DoE, MoF.
6. We hereby undertake to work with RailTel as per end customer's RFP terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Criteria as required in the end customer's RFP terms and conditions like technical certificates, OEM compliance documents.
7. We understand and agree that RailTel is intending to select a sole bidder who is willing to accept all terms & conditions of end customer organization's RFP for the agreed scope of work. RailTel will strategies to retain scope of work where RailTel has competence.
8. We hereby agree to submit that in case of being selected by RailTel as sole bidder for the proposed project (for which EOI is submitted), we will submit all the forms, appendix, relevant documents etc. to RailTel that is required and desired by end Customer well before the bid submission date by end customer and as and when required.
9. We hereby undertake to sign Agreement, Pre-Contract Integrity Pact and Non-Disclosure Agreement with RailTel on a non-judicial stamp paper of Rs. 500/- in the prescribed Format.

10. We undertake that we will not submit directly or indirectly our bids and techno-commercial solution/association with any other organization once selected in this EOI (before and after submission of bid to RailTel).

Authorized Signatory Name:

Designation:

Signature:

Seal of the Organization:

Annexure 3: Undertaking for not Being Blacklisted/Debarred (To be submitted by Bidder & OEM)

EoI Reference No: _____ Date: _____

To,

RailTel Corporation of India Ltd.
Western Railway Microwave complex,
Senapati Bapat Marg, Mahalaxmi, Mumbai – 400013

Dear Sir,

Subject: Undertaking for not being Blacklisted/Debarred

We, <Company Name>, having its registered office at <Address> hereby declares that that the Company has not been blacklisted/debarred by any Governmental/ Non-Governmental organization in India for past 3 Years as on bid submission date.

Authorized Signatory Name:

Designation:

Signature:

Seal of the Organization:

Annexure 4: Format of Affidavit (to be submitted by Bidder)

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY SOLE PARTNER ALONGWITH THE EOI DOCUMENTS

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 500/-. The paper has to be in the name of the BA) **

I.....(Name and designation) * appointed as the attorney/authorized signatory of the BA (including its constituents),
M/s _____(hereinafter called the BA) for the purpose of the EOI documents for the work of _____ as per the EOI No. _____ Dt. _____ of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the behalf of the BA including its constituents as under:

1. I/we the BA (s), am/are signing this document after carefully reading the contents.
2. I/we the BA(s) also accept all the conditions of the EOI and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the EOI documents from RailTel website www.railtelindBidder.com. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the EOI document. In case of any discrepancy noticed at any stage i.e. evaluation of EOI, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the EOI by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of EOI, it shall lead to forfeiture of the EOI EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the BA)* and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT

SEAL AND SIGNATURE OF THE BA

VERIFICATION

I/We above named EOI do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE OF THE ADVOCATE

Place:

Dated:

****The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by
BA. Attestation before Magistrate/ Notary Public.**

Annexure 5: Draft Non-Disclosure Agreement (to be submitted by Bidder)

(To be submitted on a Rs. 500 Stamp Paper)

This Non-Disclosure Agreement (“Non-Disc”) is made and entered into _____ day of _____ month _____ year (effective date) by and between _____ (“Department”) and _____ (“Company”). Whereas, Department and Company have entered into an Agreement (“Agreement”) _____ effective _____ for _____ and

Whereas, each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, (“CONFIDENTBIDDERL INFORMATION”).

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. Definitions. As used herein:

- a. The term “Confidential Information” shall include, without limitation, all information and materiel’s, furnished by either Party to the other in connection with citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer and prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materiel’s, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party’s data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the Department’s information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.
- b. The term, “Department” shall include the officers, employees, agents, consultants, contractors and representatives of Department.
- c. The term, “Company” shall include the directors, officers, employees, agents, consultants, contractors and representatives of Company, including its applicable affiliates and subsidiary companies.

2. Protection of Confidential Information: With respect to any Confidential Information disclosed to it or to which it has access, Company affirms that it shall:

- a. Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;
- b. Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information that the parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients;
- c. Not to make or retain copy of any commercial or marketing plans, citizen/users/persons/customers database, Bids developed by or originating from Department or any of the prospective clients of Department except as necessary, under prior written intimation from Department, in connection with the Project, and ensure that any such copy is immediately returned to Department even

without express demand from Department to do so;

- d. Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
 - e. Return to the other party, or destroy, at Department's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party therefore.
 - f. Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between Department and Company or the nature of services to be provided by the Company to the Department.
3. **Onus.** Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.
4. **Exceptions.** These restrictions as enumerated in section 1 of this Agreement shall not apply to any Confidential Information:
- a. Which is independently developed by Company or lawfully received from another source free of restriction and without breach of this Agreement; or
 - b. After it has become generally available to the public without breach of this Agreement by Company; or
 - c. Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party's possession; or
 - d. Which Department agrees in writing is free of such restrictions.
 - e. Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;
5. **Remedies.** Company acknowledges that
- (a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to Department;
 - (b) Company affirms that damages from such disclosure or use by it may be impossible to measure accurately; and
 - (c) injury sustained by Department may be impossible to calculate and remedy fully. Therefore, Company acknowledges that in the event of such a breach, Department shall be entitled to specific performance by Company of Company's obligations contained in this Agreement. In addition, Company shall indemnify Department of the actual and liquidated damages which may be demanded by Department. Moreover, Department shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.
6. **Need to Know.** Company shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.
7. **Intellectual Property Rights Protection.** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
8. **No Conflict.** The parties represent and warrant that the performance of its obligations hereunder do not

and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.

9. **Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
10. **Dispute Resolution.** If any difference or dispute arises between the Department and the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred appropriately to RailTel/ stakeholders/ partners/ patrons
 - a. The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration and Conciliation Act, 1996 and amendments thereof.
 - b. The place of arbitration shall be Mumbai.
 - c. The arbitrator's award shall be substantiated in writing and binding on the parties.
 - d. The proceedings of arbitration shall be conducted in English language.
 - e. The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.
11. **Governing Law.** This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at Mumbai, India only.
12. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.
13. **Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
14. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
15. **Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
16. **Waiver.** If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
17. **Survival.** Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.
18. **Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years Company shall not solicit or attempt to solicit Department's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to Department with any employee and/or consultant of the Department who has knowledge of the Confidential Information, without the prior written consent of Department. This section will survive irrespective of the fact whether there exists a commercial relationship between Company and Department.
19. **Term.** Subject to aforesaid section 17, this Agreement shall remain valid up to ____ years from the "effective date".

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For Department

Name:

Title:

WITNESSES:

1. _____

2. _____

For Company

Name:

Title:

WITNESSES:

1. _____

2. _____

Annexure 6: Integrity Pact

(To be executed on Rs. 500/- Stamp Paper)

EoI Number: _____ Dated: _____

This Integrity Pact is made at on this _____ Day of _____ 2024

BETWEEN

RailTel Corporation of India Ltd (a Govt of Indian Enterprise under Ministry of Railways) having its registered office at Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 and Regional Office at Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi, Mumbai – 400013, hereinafter referred to as “The Principal”, which expression shall unless repugnant to the meaning or contract thereof include its successors and permitted assigns

AND

<Bidder Name> having its registered office at <Bidders Registered and Branch Address (if any)> hereinafter referred to as “The Bidder/ Contractor/ Concessionaire/ Consultant” and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.

Preamble

Whereas, the Principal intends to award, under laid down organizational procedures contract/s for “The Procurement Of Ai/ML Based Solution For Monitoring And Investigation Of Fraud, Waste & Abuse Of Health Insurance Claims For New India Assurance”. The Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and for Contractor(s)/Concessionaire(s)/Consultant(s).

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as Integrity Pact) the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties. Now, therefore, in consideration of mutual covenants stipulated in this pact, the parties hereby agree as follows and this pact witnesseth as under: -

Article – 1: Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a. No employee of the Principal, personally or through family members, will in connection with the Tender for, or the execution of a contract, demand take a promise for or accept for self or third person any materiel or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

- c. The Principal will exclude all known prejudiced persons from the process.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/ Regulations.

Article – 2: Commitments of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)

The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principals employees involved in the tender process or the execution of the contract or to any third person any materiel or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission or bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not commit any offence under the relevant IPC / PC. Act and other Statutory Acts; further the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not use improperly for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India. If any similarly the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any. Further details as mentioned in the ‘Guidelines on Indian Agents of Foreign Suppliers’ shall be disclosed by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s). Further, all the payments made to the Indian Agent /Representative have to be Indian Rupees only.
- e. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.
- f. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- g. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.

- h. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) who have signed a Integrity pact shall not approach the court while representing the matter to IEMs and shall wait for their decision in the matter.

Article – 3: Disqualification from tender process and exclusion from future contracts

1. If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) before award or during execution has committed a transgression through a violation of any provision of Article- 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) from the tender process.
2. If the Bidder/Contractor/Concessionaire/Consultant has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder/Contractor/Concessionaire/Consultant for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/Contractor/Concessionaire/Consultant and the amount of the damage. The exclusion will be imposed for a maximum of 1 year.
3. A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that “On the basis of facts available there are no materiel doubts”.
4. The Bidder/ Contractor/Concessionaire/Consultant will its free consent and without any influence agrees and undertakes to respect and uphold the Principal’s absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
5. The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder/ Contractor/Concessionaire/Consultant shall be final and binding on the Bidder/ Contractor/Concessionaire/Consultant, however, the Bidder/ Contractor/ Concessionaire/ Consultant can approach IEM(s) appointed for the purpose of this Pact.
6. On occurrence of any sanctions/ disqualification etc. arising out from violation of integrity pact, Bidder/ Contractor/Concessionaire/Consultant shall not be entitled for any compensation on this account.
7. Subject to full satisfaction of the Principal, the exclusion of the Bidder/Contractor/Concessionaire/Consultant could be revoked by the Principal if the Bidder/ Contractor/Concessionaire/Consultant can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Article – 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Article-3, the Principal shall be entitled to forfeit the Earnest Money Deposit/ Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security apart from any other legal right that may have accrued to the Principal.
2. In addition to above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/Concessionaire/Consultant’s Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/

Concessionaire/ Consultant and/or demand and recover liquidated and all damages as per the provisions of the contract/Concession agreement against Termination.

Article – 5: Previous Transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years immediately before signing of this integrity pact with any other Company in any country conforming to the anticorruption/Transparency International (TI) approach or with any other Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify his exclusion from the Tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article-3 above for transgression of Article-2 and shall be liable for compensation for damages as per Article-4 above.

Article – 6: Equal treatment of all Bidders/ Contractors/ Concessionaires/ Consultants/ Subcontractors

1. The Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders/Contractors/Concessionaire/Consultant and Subcontractors.
3. The Principal will disqualify from the Tender process all Bidders who do not sign this Pact violate its provisions.

Article – 7: Criminal charges against violating Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/ Sub-contractor(s)

If the Principal obtains knowledge of conduct of a Bidder/ Contractor/ Concessionaire/ Consultant or Subcontractor, or of an employee or a representative or an associate of a Bidder/ Contractor/ Concessionaire/ Consultant or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Article – 8: Independent External Monitor (IEM)

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval from Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, RailTel.
3. The Bidder/Contractor/Concessionaire/Consultant accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/ Contractor/ Concessionaire/ Consultant. The Bidder/ Contractor/ Concessionaire/ Consultant will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project documentation. The same is applicable to Subcontractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractors(s) with confidentiality. The Monitor has also signed on 'Non-disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CMD, RailTel and recuse himself/herself from that case.

5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor/ Concessionaire/Consultant. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice any transgression as given in Article- 2, he may request the Management of the Principal to take corrective action, or to take relevant action. The monitor can in this regard submit non-*binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the CMD, RailTel within 8-10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the CMD, RailTel, a substantiated suspicion of an offence under relevant IPC/PC Act or any other Statutory Acts, and the CMD, RailTel has not, within the reasonable time taken visible action to proceed against such offence or reported it the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

Article – 9: Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor/Consultant 12 months after his Defect Liability Period is over or 12 months after his last payment under the contract whichever is later and for all other unsuccessful Bidders, 6 months after this Contract has been awarded (In case of BOT projects). It expires for the concessionaire 24 months after his concession period is over and for all other unsuccessful Bidders 6 months after this Contract has been awarded. Any violation of the same would entail disqualification of the bidder and exclusion from future dealings.

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

Article – 10: Other Provisions

1. This pact is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Bidder/Contractor/Concessionaire/Consultant is a partnership or a Joint Venture partner, this pact must be signed by all partners or members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid, in this case, the parties will strive to come to an agreement to their original intentions.
5. Issue like warranty / Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the clause in Integrity Pact shall prevail.
7. Any dispute/differences arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.

8. The actions stipulated in the integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this pact at the place and date first mentioned in the presence of following witnesses:-

(For & On behalf of the (Principal)

(For & On behalf of Bidder/Contractor/
Concessionaire/Consultant)

Place:

Date:

Witness 1:

Witness 2:

Annexure 7: Complete EoI Examination & Nil Deviation Certificate

(To be submitted by Bidder and OEM)

To

Deputy General Manager/ Marketing

RailTel Corporation of India Ltd

Western Railway Microwave Complex

Senapati Bapat Marg, Near Railway Sports Ground

Mahalaxmi, Mumbai – 400013

Sub: Complete EoI Examination & Nil Deviation Certificate

Ref: EoI Number: _____ **Dated:** _____

Dear Sir,

We <Bidder Name> having completely examined the referred EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI, conclude that we have understood the Terms & Conditions of the EoI and its subsequent addendums & corrigendum (if any) and any other documents/its addendums/corrigendum referred in this EoI. We declare that we have sought all clarifications for the same from RailTel or its end customer for anything contained in this EoI & any other documents/its addendums/corrigendum referred in this EoI and have been satisfied with the clarifications to the fullest extent and there are no terms, clauses, conditions, etc which are ambiguous.

We also declare that there is no deviation from adhering to anything that is contained in this EoI and any other documents/its addendums/corrigendum referred in this EoI and that any deviation later raised by us shall lead to forfeiture of the Bid/Contract at complete discretion of RailTel.

Signature of Authorized Signatory (with official Bidder's seal)

Name :

Designation :

Address :

Telephone and Fax :

E-mail address :

Annexure 8: Back to Back Compliance Certificate (To be submitted by Bidder)

To

Deputy General Manager/ Marketing

RailTel Corporation of India Ltd

Western Railway Microwave Complex

Senapati Bapat Marg, Near Railway Sports Ground

Mahalaxmi, Mumbai – 400013

Sub: Complete back to back Compliance Certificate

Ref: 1) EoI Number: _____ Dated: _____

2) Tender Reference No: dated and all of its addendums/ corrigendum's & published documents

Dear Sir,

Considering reference 1 & 2 we would like to declare that we have read and understood the EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI thoroughly. We would like to give you our back-to-back compliance for all the tender terms and conditions, clauses, timelines, deliverables and anything explicitly mentioned in the EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI.

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone and Fax :

E-mail address :

Annexure 9: Performance Bank Guarantee Format

(For a sum of x% of the value of the contract as per RailTel's end customer RFP/tender)
(Stamp Duty to be confirmed by RailTel in co-ordination with RailTel's Legal Department)

Ref. No. :
Date :
Bank Guarantee No. :

To
<Insert complete postal address>

THIS INDENTURE made this <current date> day of <current Month> 2024, BETWEEN THE <Bank Name>, a Company incorporated and registered under the Indian companies act, 1913 and deemed to exist within the companies Act 1956, and governed by the Banking Regulation Act, 1949 and having its registered office at <Address>, and its corporate office at <Address>, India and having one of its Branch Office at <Mumbai Branch Office> (hereinafter referred to as "the Bank" which expression shall be deemed to includes its successors and assigns) of the first part and

<Bidders Company Name> a company incorporated under the Indian Companies Act 1956 having its Registered Office at <Address>, Corporate Office at <Address> and its Regional Office at <Mumbai Office Address> (hereinafter referred to as 'the Contractor/s') of the second part and

RailTel Corporation of India Ltd (hereinafter referred to as 'RailTel') of the third part WHEREAS the Contractor/s have submitted to RailTel EoI/Quotation for the The Procurement Of Ai/ML Based Solution For Monitoring And Investigation Of Fraud, Waste & Abuse Of Health Insurance Claims For New India Assurance, vide <EoI No> Dated <Date of EoI> and the terms of such EoI/Tender/Quotation/contract require that the Contractor/s shall deposit with RailTel as the security a sum of Rs. <Amount>/- (in figures and words<in words> only Including all Taxes and contingencies and any other costs mentioned as per LOI and RailTel Terms)AND WHEREAS if and when any such EoI/Tender/Quotation is accepted by RailTel the contract to be entered into in furtherance thereof by the Contractor/s will provide that such deposit shall remain with and be appropriated by RailTel towards the security deposit to be taken under the contract and be redeemable by the Contractors/ if they shall duly and faithfully carry out the terms and provision of such contract and shall duly satisfy all claims properly chargeable against them there under AND WHEREAS the Contractor/s are constituents of the Bank and in order to facilitate the keeping of the accounts of the Contractor/s, the Bank with the consent and concurrence of the Contractor/s has requested RailTel to accept the Guarantee of the Bank hereinafter contained, in place of the Contractor/s depositing with RailTel the said sum as security as aforesaid AND WHERE AS accordingly <Bank Name>has agreed to accept claim from RailTel upon demand in writing, whenever required by him, from time to time upto <Date (contract period + 3 months)> so to do, a sum not exceeding in the whole Rs. <Amount>/- (in figures and words <in words> only incl of Tax) under the terms of the said EoI/Tender/Quotation and/ or the Contract. The Bank Guarantee is valid up to<Date (contract period + 3 months)>.

Notwithstanding anything what has been stated above, <Bank Name> liability under the above guarantee is restricted to Rs. <Amount>/- (in figures and words <in words>only incl of Tax) and guarantee shall remain in force up to <Date (contract period + 3 months)> unless the demand or claim under this guarantee is made on us and we receive in writing on or before <Date (contract period + 3 months)> all your

rights under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter whether or not the original bank guarantee is returned to us.

In witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this day of 2024 at

For <Bank Name>

For<Company Name>

Authorized Signatories

Authorized Signatories

EMP No. _____

EMP No. _____

Annexure – 10: Indicative Bill of Material

A. Main Requirement:

S. N	Cost Head	Year 0 <i>(Implementation & Hypercare)</i>	Year 1	Year 2	Year 3	Total Cost	Year 4	Year 5
1.	Licenses and Software Cost							
2.	Infrastructure Cost: <i>(On Premise Private Cloud Platform / Virtual Private Cloud Platform)</i> For Production, DR and UAT environment <i>(Please quote for the most, Optimal Best fit, and Economical Option – out of the two above)</i>							
3.	One time implementation Cost including integration							
4.	Support Cost (L1, L2 and L3)							
5.	Any other cost with details							
Total Cost inclusive of GST <i>(Total of Year 0, Year 1, Year 2, Year 3 to be considered for commercial evaluation).</i>								

Note:

- Year 1 will start after successful implementation, signoff and hyper-care
- Total cost for year0, year1, year2, year3 to be considered for commercial evaluation.
- Bidders need to provide cost for Year 4 and 5 which can be opted at the discretion of the Company and when opted, becomes binding on the bidder

B. Additional Man-month cost to manage change request in agreement with company

(Post completion Go Live and signoff as per RFP) S.No	Type	Cost (INR per month) inclusive of GST
1	Functional Experts	
2	Technical Experts <i>(Data, Integration, Developers)</i>	
3	Testers	
4	Data Modelers	