

RailTel Corporation of India Ltd
(A Mini Ratna PSU under Ministry of Railways)



NOTICE INVITING EXPRESSION OF INTEREST (EOI)

EOI No. : RCIL/EOI/CO/MKT/2023-24/IT Services/International Customer /E 40687 dated 01.02.2024

Expression of Interest (EOI) for **Selection of Partner** for
“ATM Monitoring Tool”

Issued by:

RailTel Corporation of India Ltd

(A Mini-Ratna PSU under Ministry of Railways)

Gurugram Office,

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<https://www.railtelindia.com>

Disclaimer

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

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



SCHEDULE OF EVENTS

1	EOI Document Availability	EOI document can be downloaded from website http://www.railtelindia.com from 01.02.2024 onwards till last date of submission of the EOI.
2	Cost of the EOI Document	Nil
3	EOI Earnest Money Deposit (EOI-EMD) to be submitted along with EOI Response	Rs. 01 Lakh through online transfer or DD as per details under clause number 13
4	Last date of submission of response to EOI Response	1200 Hrs on 05-Feb-2024
5	Date & Time of Opening of EOI Response	1230 Hrs on 05-Feb-2024
6	Mode of Submission of EOI Response	<p>EOI documents is available at RailTel's website www.railtel.in, and RailTel's E- Nivida portal https://railtel.enivida.com for downloading. The Online bid submission is to be done at RailTel's E- Nivida portal only.</p> <p>All interested partners may note that this is a 'Single Packet Single Envelop bid Submission'. EOI response submitted through any other mode will not be accepted.</p>

Note : (i) Only RailTel Empanelled Partners are eligible to participate in this EOI process.

(ii) This requirement is for International bid.

(iii) Any proposition or condition if not mentioned explicitly in this EOI, then also customer RFP's T&C (excluding eligibility & EMD) will remain applicable and supersede this EOI condition post pre-bid agreement

Contact Details for this EOI :

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1. About RailTel

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

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

2. Background of EOI

RailTel Corporation of India Ltd (hereafter referred to as ‘RailTel’) an ICT arm of Indian Railways has been in the forefront of building innovative platforms and solutions and vision to build range of Information and Communication Technology (ICT) Services for its customers.

In this regard, RailTel intends to submit Techno commercial proposal for **ATM Monitoring Tool** to one of RailTel’s International customers and accordingly want to select a suitable partner for solution & its implementation.

3. Scope of Work & Partner Selection :

3.1 Scope of work and other details are provided under Annexure-03.

- 3.1. Selected bidder shall be responsible to provide complete ATM Monitoring Tool (preferred given to agent-based solution design, plan, deploy, and implement the proposed solution.
- 3.2. Bidder Shall propose Hardware/Software to build the platform required to support the System. However, RailTel/Customer at its sole discretion may utilize its existing resources or procure the hardware/software from bidder or any other third party.

3.3. Interested partners need to submit their EoI response in form of duly signed and stamped and sealed techno-commercial bid at enivida, within the stipulated date and time, as mentioned in this EOI document.

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

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

3.5. For the opened bid, the bidder will be selected on the lowest quote (L-1) basis for complete 'Scope of Work' as mentioned in the Annexure-03, subject to the respective overall bid is in compliance to the requirements of this EOI. The so selected partner will be termed as 'Commercially Suitable Partner (hereafter referred to as 'CSP')'. It is re-mentioned, that the final selection of CSP will be on the L-1 basis only. Further, RailTel reserves the right to have negotiation with the CSP.

3.6. As of now, EoI response from interested partners is invited considering that the selected partner will be responsible for delivering of complete 'Scope of Work' as mentioned in the Annexure-03. However, RailTel at its discern, may take-up a certain portion / percentage of 'Scope of Work' by communicating to the CSP at any point of time during the engagement period.

3.7. RailTel based on inputs / factors available to it from various resources, past experiences of its ICT projects and based on negotiated (*in case*) commercial bid of the CSP, will endeavour to place best techno-commercial bid in response to the pertinent Customer . Further relationship with CSP will be based on the customer contract to RailTel.

3.8. Validity of the submitted bid (technical and commercial) should be of 120 days from award of contract to RailTel from Customer.

4.Compliance Requirements for Interested Bidder

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

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

4.3. The interested bidder should not be backlisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body in India, on the last date of submission of EOI.

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

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

4.6. MSME or Start-up entity benefit will not be applicable for any bidder being a RCIL end customer bid orientation. However, start-up but authorized BAs may also allowed to participate in this Bid.

4.7. Bidder must comply with all the eligibility criteria. Non-compliance with any of the criteria will result in the rejection of the offer summarily. Attested photocopies of relevant documents / certificates/ proof of experience etc. should be submitted in support of the claims made. RailTel reserves the right to verify/ evaluate the claims made by the bidder independently.

S.N .	Eligibility Criteria	Documents Required
a	The bidder should be a company registered under an appropriate authorized entity according to the law of the respective country and have at least 3 years of experience in the IT industry.	Notarized Certified copy of certificate of Company Incorporation/Registration
b	The bidder or the distributor/ OEM associated with the bid should have implemented relevant platforms in at least 2 financial institutions.	Reference Letter/ Letter of recommendation from bidder's customer.
c	If the OEM of the product is different, the bidder should be an authorized partner of the product/services offered.	OEM authorization document or Self declaration if OEM is itself the bidder
d	Bidder should be agreeable to provide POC (Proof of Concept) at its own cost if Customer decides to request the same. The demonstration of POC will not be construed as a grant of BID.	-
e	The bidder shall not have been criminally prosecuted / blacklisted by any authority, Bank, and financial Institution mainly on fraud, money laundering or any other act prohibited by law.	Bidder must submit self-certification on its letterhead.
f	Net worth	Bidder should have positive net worth.

Note : The interested bidder should submit duly signed and stamped EOI cover letter as per the format mentioned at Annexure-04 of this EOI document, as unconditional submission of meeting the clauses mentioned above, from Clause 4.1. to Clause 4.5.

4. A Proposal Preparation and Submission Cost

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

5. Amendment to EOI Document

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

6. Bid Validity Period

6.1. Bid of Interested partners shall remain valid for the period of 120 days from the date of issuance of work order / purchase order by CUSTOMER in favour of RailTel, in case RailTel emerges as successful bidder in pertinent CUSTOMER's tender.

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

7. Right to Terminate the Process

RailTel may terminate the EOI process at any time without assigning any reason. RailTel makes no commitments, express or implied, that this process will result in a business transaction with anyone. This EOI does not constitute an offer by RailTel. The interested partner's participation in this process may result in RailTel selecting the CSP to engage in further discussions and negotiations toward 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.

8. Language of Bid

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

9. Submission of Bid

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

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

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

10. Rights to Accept / Reject any or all EOI Response

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

11. Payment Terms

11.1. Payment will be on '**back-to-back**' basis and as per the payment terms mentioned in the pertinent CUSTOMER's tender. However, following payment terms may be proposed to end customer without any responsibility of RailTel. If any change proposed by end customer, then same remain applicable to the selected bidder in this EOI.

Other Commercial Terms and Conditions: Everything will be in back to back basis		
Sl No	Item Description	Details
1	Price Validity	Valid for 120 days from the date of Submission and subject to written confirmation thereof.
2	Prices	Prices are in INR exclusive of all duties and taxes like Customs, VAT, Cess and other applicable duties are excluded. Prices are transfer prices to RailTel.
3	Payment terms	All payment terms remain applicable back to back basis if customer proposes any change. Customer payment terms with RailTel is final binding on selected bidder back to back basis.
3a	Software licenses	Perpetual licenses: Payment shall be 80% on delivery of license and rest 20% on Go-live. Subscription Licenses: Annual license cost to be paid be 80% on delivery of license and rest 20% on Go-live.
3b	Professional Services	All one-time Implementation and other Professional services shall be paid as per the following Milestone: - In delivery of Services - 40% - Completion of Discovery and Design Phase - 20% - Completion of Deployment and UAT - 20% - Completion of Go Live - 20%
3c	Monthly recurring Charges	If the proposal includes monthly recurring charges like Manpower, then the payment shall end of that month.
3	Annual Maintenance & Technical Support Charges	If the proposal has any annual maintenance charges along with Perpetual licenses then this shall be paid as quarterly advance at the beginning of the maintenance year / after Go Live.
4	Project Timelines	Please submit high level Project timelines
5	Warranty & Maintenance Support	As defined by the customers (applicable on back to back basis)
	Warranty Period	

11.2. Payment will be released after receiving the invoice for the work / services and after RailTel has received the payment from CUSTOMER for the same work / services. Any deduction / penalties levied by CUSTOMER on invoices of RailTel will be carried **back-to-back** and will be deducted from CSP's invoices, subject to the cause to deduction / penalty is due to deviation in terms and conditions of service standards by the CSP.

12. Performance Bank Guarantee (PBG)

12.1. In case of PBG submitted by RailTel on award of contract by customer to RailTel and subsequent engagements with CSP, The CSP shall at its own expense, deposit with RailTel, within thirty (30) days must submit a PBG equivalent to (3% to 10%) of the order value on receipt of work order from RailTel. The PBG should remain valid for 36 months and claim period should be 1 year beyond the completion of contract. An unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled Commercial Bank as per the format enclosed in this EOI is to be submitted, payable on demand, for the due performance and fulfilment of the contract by the CSP. All charges whatsoever such as premium, commission, etc. with respect to the PBG shall be borne by the CSP. Besides, if the total BG amount comes upto ₹ 05 Lakhs, then same should be deposited through DD/RTGS/NEFT.

12.2. The PBG may be discharged / returned by RailTel upon being satisfied that there has been due performance of the obligations of the CSP under the contract. However, no interest shall be payable on the PBG. In the event, CSP being unable to service the contract for whatsoever reason, RailTel would invoke the PBG at its discern. 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 CSP's failure to complete its obligations under the contract. RailTel shall notify the CSP in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the CSP is in default.

12.3. RailTel shall also be entitled to make recoveries from the CSP's bills, PBG or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction, or misstatement.

12.4. If the service period gets extended by virtue of extension of same by CUSTOMER, PBG should also be extended accordingly.

12.5. During the contract period, RailTel may issue Purchase Order for the additional services ordered by CUSTOMER (*in case*) to RailTel. In such scenario(s) also, Clause No. 14.1. to Clause No. 14.4. are to be followed by the CSP.

12.6. PBG as proposed by customer will supersede entire PBG clause and remain applicable on successful, bidder at back to back basis.

13. Earnest Money Deposit (EMD)/ Bid Security

- 13.1. The bidder shall furnish a sum as Earnest Money in the form of online transfer or Demand Draft from any scheduled bank in India in favor of “RailTel Corporation of India Limited” payable at New Delhi. RailTel Bank details for online EMD amount payment is as under:

Account No. 340601010050446
IFSC: UBIN0534064
Name: RailTel CO Collection A/c
Bank: Union Bank of India

- 13.2. The EMD may be forfeited if a bidder withdraws his offer or modifies the terms and conditions of the offer during validity period and in the case of a successful bidder, if the bidder fails to accept the Purchase order and fails to furnish performance bank guarantee (security deposit) in accordance with clause 6.
- 13.3. Offers not accompanied with Earnest Money shall be summarily rejected.
- 13.4. Earnest Money of the unsuccessful bidder will be discharged / returned as promptly as possible as but not later than 30 days after the expiry of the period of offer / bid validity prescribed by the Purchaser.
- 13.5. The successful bidder's EMD will be discharged upon the bidder's acceptance of the purchase order satisfactorily and furnishing the performance bank guarantee in accordance with clause 7.
- 13.6. Earnest Money will bear no interest.

14. Details of Commercial Bid / Financial Bid

- 14.1. Interested partner should submit commercial bid strictly as per the format mentioned at Annexure-09 of this EOI document or subsequent corrigendum (if any).
- 14.2. The commercial bid should clearly bring out the cost of the services with detailed break-up of taxes.
- 14.3. The rates mentioned in the commercial bid of the CSP will form basis of commercial transaction between RailTel and bidder.
- 14.4. The quantity of 'Line Items' may vary at the time of placing of Purchase Order or during the Contract Period, as communicated by CUSTOMER (*in case*) to RailTel. In such scenarios, the 'Per Unit' cost will be considered to arrive on contractual amount between RailTel and CSP.
- 14.5. It is also possible that CUSTOMER may surrender some or all of the quantities of service items ordered to RailTel during the contract period and accordingly the contractual amount between RailTel and CSP shall be considered.
- 14.6. In addition to the Payment Terms, all other Contractual Terms will also be on '**back-to-back**' basis between RailTel and ECT.

15. Duration of the Contract Period

The contract duration shall be same as of CUSTOMER's contract duration with RailTel until otherwise terminated earlier or later. The contract duration can be renewed / extended by RailTel at its discretion, in case CUSTOMER extends / renews services with RailTel by virtue of extending / renewing / new issuance of one or more Purchase Order(s) placed by CUSTOMER to RailTel.

16. Rate contract

RailTel can issue multiple sub-PO or PO to selected bidder for Proposed solution services to multiple customers with "unit rate per user" in SOR. The rates provided under SOR of selected bidder after EOI finalisation shall be used as rate contract for serving multiple customers. The duration of Rate contract shall be initially 5 years, however same can be extended further based on customer requirement.

17. Restrictions on 'Transfer of Agreement'

The CSP shall not assign or transfer its right in any manner whatsoever under the contract / agreement to a third party or enter into any agreement for sub-contracting and/or partnership relating to any subject matter of the contract / agreement to any third party either in whole or in any part i.e. no sub-contracting / partnership / third party interest shall be created.

18. Suspension, Revocation or Termination of Contract / Agreement

18.1. RailTel reserves the right to suspend the operation of the contract / agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities, in such a situation, RailTel shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the contract / agreement will not be a cause or ground for extension of the period of the contract / agreement and suspension period will be taken as period spent. During this period, no charges for the use of the facility of the CSP shall be payable by RailTel.

18.2. RailTel may, without prejudice to any other remedy available for the breach of any conditions of agreements, by a written notice of Three (03) month issued to the CSP, terminate/or suspend the contract / agreement under any of the following circumstances:

- a) The CSP failing to perform any obligation(s) under the contract / agreement.
- b) The CSP failing to rectify, within the time prescribed, any defect as may be pointed out by RailTel.
- c) Non adherence to Service Level Agreements (SLA) which RailTel has committed to CUSTOMER for the pertinent tender.
- d) The CSP going into liquidation or ordered to be wound up by competent authority.
- e) If the CSP is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to RailTel in writing. In that case, the written notice can be modified by RailTel as deemed fit under the circumstances. RailTel may either decide to issue a termination notice or to continue the agreement by suitable modifying the conditions, as it feels fit under the circumstances.
- f) It shall be the responsibility of the CSP to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of contract / agreement is pending and if the Quality of Performance of Solution is not maintained, during the said notice period, it shall be treated as material breach liable for

termination at risk and consequent of which CSP's PBG related to contract / agreement along with PBG related to the Empanelment Agreement with RailTel shall be forfeited, without any further notice.

g) Breach of non-fulfillment of contract / agreement conditions may come to the notice of RailTel through complaints or as a result of the regular monitoring. Wherever considered appropriate RailTel may conduct an inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the successful bidder or not. The CSP shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry. In case of default by the CSP in successful implementation and thereafter maintenance of services / works as per the conditions mentioned in this EOI document, the PBG(s) of CSP available with RailTel will be forfeited.

19. Dispute Settlement

19.1. In case of any dispute concerning the contract / agreement, both the CSP and RailTel shall try to settle the same amicably through mutual discussion / negotiations. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and Conciliation 1996 or any amendment thereof. Place of Arbitration shall be New Delhi.

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

19.3. All arbitration proceedings shall be conducted in English.

20. Governing Laws

20.1. The contract shall be interpreted in accordance with the laws of India. The courts at New Delhi shall have exclusive jurisdiction to entertain and try all matters arising out of this contract.

21. Statutory Compliance

21.1. During the tenure of this Contract nothing shall be done by CSP in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof and shall keep RailTel indemnified in this regard.

21.2. The Bidder shall comply and ensure strict compliance by his/her employees and agents of all applicable Central, State, Municipal and Local laws and Regulations and undertake to indemnify RailTel, from and against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule, including but not limited to the claims against RailTel or its Customer under Employees Compensation Act, 1923, The Employees Provident Fund and Miscellaneous Provisions Act, 1952, The Contract Labour (Abolition and Regulation) Act 1970, Factories Act, 1948, Minimum Wages Act and Regulations, Shop and Establishment Act and Labour Laws which would be amended/modified or any new act if it comes in force whatsoever, and all actions claim and demand arising therefrom and/or related thereto.

22. Intellectual Property Rights

22.1. Each party i.e. RailTel and CSP, acknowledges and agree that the other party retains exclusive ownership and rights in its trade secrets, inventions, copyrights, and other intellectual property and any hardware provided by such party in relation to this contract / agreement.

22.2. Neither party shall remove or misuse or modify any copyright, trade mark or any other proprietary right of the other party which is known by virtue of this EoI and subsequent contract in any circumstances.

23. Severability

In the event any provision of this EOI and subsequent contract with CSP is held invalid or not enforceable by a court of competent jurisdiction, such provision shall be considered separately and such determination shall not invalidate the other provisions of the contract and Annexure/s which will be in full force and effect.

24. Force Majeure

24.1. If during the contract period, the performance in whole or in part, by other party, of any obligation under this is prevented or delayed by reason beyond the control of the parties including war, hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the parties), fire, floods, earthquakes, natural calamities or any act of GOD (hereinafter referred to as EVENT), provided notice of happenings of any such event is given by the affected party to the other, within twenty one (21) days from the date of occurrence thereof, neither party shall have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided service under this contract shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.

24.2. In the event of a Force Majeure, the affected party will be excused from performance during the existence of the force Majeure. When a Force Majeure occurs, the affected party after notifying the other party will attempt to mitigate the effect of the Force Majeure as much as possible. If such delaying cause shall continue for more than sixty (60) days from the date of the notice stated above, the party injured by the inability of the other to perform shall have the right, upon written notice of thirty (30) days to the other party, to terminate this contract. Neither party shall be liable for any breach, claims, and damages against the other, in respect of non-performance or delay in performance as a result of Force Majeure leading to such termination.

25. Indemnity

25.1. The CSP agrees to indemnify and hold harmless RailTel, its officers, employees and agents (each an "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from :

- a) Any mis-statement or any breach of any representation or warranty made by CSP or
- b) The failure by the CSP to fulfill any covenant or condition contained in this contract by any employee or agent of the Bidder. Against all losses or damages arising from claims by third Parties that any Deliverables (or the access, use or other rights thereto), created by CSP pursuant to this contract, or any equipment, software, information, methods of operation or other intellectual property created by CSP pursuant to this contract, or the SLAs (i) infringes a copyright, trade mark, trade design enforceable in India, (ii) infringes a patent issues

in India, or (iii) constitutes misappropriation or unlawful disclosure or used of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); or

c) Any compensation / claim or proceeding by ECT or any third party against RailTel arising out of any act, deed or omission by the CSP or

d) Claim filed by a workman or employee engaged by the CSP for carrying out work related to this agreement.

For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

25.2. Any payment made under this contract to an indemnity or claim for breach of any provision of this contract shall include applicable taxes.

26. Limitation of Liability towards RailTel

26.1. The CSP liability under the contract shall be determined as per the Law in force for the time being. The CSP shall be liable to RailTel for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the CSP and its employees (*direct or indirect*), including loss caused to RailTel on account of defect in goods or deficiency in services on the part of CSP or his agents or any person / persons claiming through under said CSP, However, such liability of the CSP shall not exceed the total value of the contract.

26.2. This limit shall not apply to damages for bodily injury (including death) and damage to real estate property and tangible personal property for which the CSP is legally liable.

27. Confidentiality cum Non-disclosure

27.1. The Receiving Party agrees that it will not disclose to third party/parties any information belonging to the Disclosing Party which is provided to it by the Disclosing Party before, during and after the execution of this contract. All such information belonging to the Disclosing Party and provided to the Receiving Party shall be considered Confidential Information. Confidential Information includes prices, quotations, negotiated issues made before the execution of the contract, design and other related information. All information provided by Disclosing Party to the Receiving Party shall be considered confidential even if it is not conspicuously marked as confidential.

27.2. Notwithstanding the foregoing, neither Party shall have any obligations regarding non-use or non-disclosure of any confidential information which:

a) Is already known to the receiving Party at the time of disclosure:

b) Is or becomes part of the public domain without violation of the terms hereof;

c) Is shown by conclusive documentary evidence to have been developed independently by the Receiving Party without violation of the terms hereof:

d) Is received from a third party without similar restrictions and without violation of this or a similar contract.

27.3. The terms and conditions of this contract, and all annexes, attachments and amendments hereto and thereto shall be considered Confidential Information. No news release, public announcement, advertisement or publicity concerning this contract and/or its contents herein shall be made by either Party without the prior written approval of the other Party unless such disclosure or public announcement is required by applicable law.

27.4. Notwithstanding the above, information may be transmitted to governmental, judicial, regulatory authorities, if so, required by law. In such an event, the Disclosing Party shall inform the other party about the same within 30 (thirty) Days of such disclosure.

27.5. This Confidentiality and Non- Disclosure clause shall survive even after the expiry or termination of this contract.

28. Insurance

The CSP agrees to take insurances to cover all the elements of the project under this EOI including but not limited to Manpower, Hardware, Software.

29. Waiver

Except as otherwise specifically provided in the contract, no failure to exercise or delay in exercising, any right, power or privilege set forth in the contract will operate as a waiver of any right, power or privilege.

30. Changes in Contract Agreement

No modification of the terms and conditions of the Contract Agreement shall be made except by written amendments signed by the both CSP and RailTel. All other terms and conditions between CSP and RailTel shall be on **back-to-back** basis as mentioned in Customer tender document including corrigenda.

31. Bidder has to provide following:

- (i) MAF of bidder to RailTel from OEM prescribed.
- (ii) MAF of RailTel to customer from OEM prescribed as pre-requisite of Pre-bid agreement.
- (iii) Data Sheet of Product.
- (iv) Any Non-Compliance specifically to be mentioned.
- (v) OEM signed and stamped compliance.
- (vi) OEM qualifying documents as required in EOI.

Annexure-1

Other Commercial Terms and Conditions: Everything will be in back to back basis		
Sl No	Item Description	Details
1	Price Validity	Valid for 120 days from the date of Submission and subject to written confirmation thereof.
2	Prices	Prices are in INR exclusive of all duties and taxes like Customs, VAT, Cess and other applicable duties are excluded. Prices are transfer prices to RailTel.
3	Payment terms	All payment terms remain applicable back to back basis if customer proposes any change. Customer payment terms with RailTel is final binding on selected bidder back to back basis.
3a	Software licenses	Perpetual licenses: Payment shall be 80% on delivery of license and rest 20% on Go-live. Subscription Licenses: Annual license cost to be paid be 80% on delivery of license and rest 20% on Go-live.
3b	Professional Services	All one-time Implementation and other Professional services shall be paid as per the following Milestone: - In delivery of Services - 40% - Completion of Discovery and Design Phase - 20% - Completion of Deployment and UAT - 20% - Completion of Go Live - 20%
3c	Monthly recurring Charges	If the proposal includes monthly recurring charges like Manpower, then the payment shall end of that month.
3	Annual Maintenance & Technical Support Charges	If the proposal has any annual maintenance charges along with Perpetual licenses then this shall be paid as quarterly advance at the beginning of the maintenance year / after Go Live.
4	Project Timelines	Please submit high level Project timelines
5	Warranty & Maintenance Support	As defined by the customers (applicable on back to back basis)
	Warranty Period	
	Levels of Support	

Signature of Authorised Signatory

Name



रेलटेल
RAILTEL

Support Scope Annexure-2

Description	Warranty & Annual Support
Support Window	8x7 Local time or 24x7 at additional cost.
Business Days	Mon to Sun
Channels of Support (L3, L4)	Portal Support, Email, Remote Login, Chat
Training and Documentation to Client Team	Yes, Included
L1 Support, Onsite Support	Client Team. Can be supported by us if desired.
Monitoring the Network & App	Client Team
Segregating the problem related to Network & Systems	Client Team
Backup and other Periodic Maintenance Activity	Client Team
Hand & Eye Coordination for DC	Client Team
Active to Passive fallback at Network level	Client Team
L2, L3 Support (Remote)	Yes, Included
Technical Support	Yes, Included
Configuration Management	Yes, Included
Incident & Problem Mangement	Yes, Included
Change, Release Management	Yes, Included
MACD (Moves, Adds, Changes, Deletes)	Yes, Included
Remote Access	Yes, Included
Bug Fixes	Yes, Included
Product Upgrades	Yes, Included
Knowledge Base	Yes, Included
Monthly performance Reviews	Yes, Included
Response / Resolution Times	
S1 - Critical	30 Mins / 8 Hour
S2 - Major	60 Mins / NBD
S3 - Minor	60 Mins / 7 Days
S4 - Others	NBD / 30 Days
On Site Support	Yes. Add on.
Custom Development / Integration with New Devices	Yes. Add on.
Custom Report building	Yes. Add on.
Warranty	1 Year from the date of UAT.
Technical Support during Warranty & Post Warranty	Included in Overall price

Signature of Authorised Signatory

Name

Designation

Specification and scope of work Annexure-3

SN	Solution Architecture	Compliance (Yes / No)	Additional Remarks
1	A Web based Enterprise solution should display real-time information in unified/single Dashboard for Self Service Terminals [SSTs]/ATMs connected to EFT Switch. Single Dashboard show real-time information on: - ATM State, Faults, Incidents Monitoring - ATM Transaction Monitoring - Cash positions/Availability in the entire network and per device basis - XFS events based monitoring and remote management capabilities		
2	The solution should display information in auto refresh Dashboards and the refresh interval is a configurable parameter.		
3	Solution should allow to set up multiple Banks within a single platform		
4	The solution should allow creation of dashboards & views depending on user role and business requirements. Dashboards should have industry standard security & permission controls.		
5	Solution should not have dependency on Switch for providing the feed to the solution.		
6	Solution should facilitate user in changing the information representation. (It should allow us to show the same information in the form of Pie, Charts, Grids, Gauge, Graph etc and respective subcategories. Users should be able to choose to see the desired information in any of the aforementioned forms/formats.)		
7	Solution should display both Historical as well as Current Statistics/Information as per the defined retention period parameters		
8	The solution should be capable of representing threshold violations in graphical representation. It should be configured to show at various levels like Region, State, City, Branch and at different severities like Critical Major, Minor, Warning etc.		
9	Solution should have a Mobile user interface so that various users can see the incidents pertaining to their ATMs using Mobile. - cash positions in real-time - Manual creation of incidents - display open & closed incidents - Add Remark & attachments - Sharing ETA		
10	Mobile App of solution should support in-app notification for issues / tickets		
11	Solution should allow Fault, Events & Alert reporting at the most detailed device/subcomponent level.		
12	The solution should allow users to drill down to see the detailed information.		
13	Solution should allow creation of limitless Dashboards as per the user/business requirement in the solution.		
14	Single Dashboard [with configurable parameters] to show Transaction, State, Faults, Incident, and Cash information of SSTs./ATMs/BNA/ CDM		

15	Access to systems be provided based on roles such as Branch user, regional user, Card center user etc.		
16	<p>A single dashboard should show:</p> <ul style="list-style-type: none"> - Overall count of ATMs and the breakup such as Up ATMs, Out of Service ATMs, Stopped ATMs etc. - the ATM Availability % in the same break-up. - the Out of Service ATMs categorized by ATM make / Region etc. - Count and type of Top transactions happening in the network at various time intervals. - Drill down detail of ATMs that are Out of Service. Categorize the faults responsible for Out of Service and display the count and details. - the Approval, Denials, Reversals, Timeout percentages for transaction happening in user defined intervals [5 mins, hourly, daily etc]. - Trend of Transaction Response time for user defined intervals. 		
17	<p>Solution should be able to display Drill Down detailed information on following scope:</p> <ul style="list-style-type: none"> - ATM/SST availability, - Symptom - Root Cause - Area/Region - Province - Branch - Model / Brand - Vendors - Other User defined categories. 		
18	<p>Solution should allow priority-based grouping</p> <ul style="list-style-type: none"> - Cash remaining in SST/ATM - Amount of withdraw or deposit - Number of ATM/ADM/SST/BNA - Number of transaction - Number of transaction summarized by withdrawal, deposit, balance enquiry, onus, off us, member-onus, domestic , international etc. 		
19	Solution should allow monitoring and reporting of faults, state,presence etc in the Fault monitoring dashboard.		
20	<p>Detection of any device plugged into ATM machine [skimmer etc]. Incident should be generated by the solution automatically on detection and alerts should be dispatched to configured stakeholders based on rule.</p>		
	<p>Dashboard for various regions</p> <ul style="list-style-type: none"> - Different Dashboards for all Regions of the Bank and each display the information based on the ATMs under their custody. - Separate Login Ids for all regions and other user defined entities. - Single Dashboard showing the summarized information like Total ATMs, UP ATMs, Out of Service ATMs, ATMs that are stopped at Switch end etc. - Availability % on aforementioned summary ATM make wise, Onsite/offsite etc. - Out of Service % ATM vendor/make wise. - Availability % vendor wise. - Display the ATMs down due to chronic problems. - Breakup of the ATMs in Out of Service state. Categories can be Comm Down, Hardware problem, Cash Out, Closed, Cash handler problem, Card Reject Bin Overfill/fault etc 		

21	<ul style="list-style-type: none"> - Display the Transaction per Second rate on the ATMs under its custody. - Provide Transaction Indicators at various intervals <p>The categories can be Total Transactions, Declined, Reversal, timeout transactions etc.</p> <ul style="list-style-type: none"> - Transaction statistics in Grid form. This grid should show all the fields of the Transaction table - Allow users to change the criteria and add or remove fields to show more details in every view of the same Dashboard. - Drill down functionality at various categories/levels and ad-hoc report generation wherever user requires. - A separate dashboard to show ATM Ids and details on ATMs Down due to Cash out, Cash handler, Comm down, Closed etc. The Dashboard configuration should allow user to change or add more categories conveniently. - The dashboard interface provide filter criteria to the user so that specific information only gets displayed. - Allow sorting, searching on the fields with flexibility to change field order. - Dashboard should have feature to play back the old data as and when required by the user. It should display the trend on the basis of user criteria. - Separate dashboard to show Transaction statistics for ATMs under custody. It should show the information for range of intervals. On pointing out the representation it shows the respective value. 		
22	Display any/all sort of information e.g. Device Status, denomination wise Cash position, Switch Events etc.		
23	Provide read only web views/dashboards which can be extended to different departments such as Operations, Business, IT and Service vendors of the Bank.		
24	<p>Allow Browsing the list of events summaries of each machine , for example, ATM Id, Type of events or information of ATM machine, Event Message, number of Transaction, Downtime such as the number of times the same problem occurred like Bill Jam, Downtime of the machine for each day.</p> <p>Having Search Functionality with specific conditions. view historical information also as per the defined retention period.</p>		
25	Functionality to add machine with various data or bulk upload based on a template.		
26	Export data [in pdf and excel format], by providing choice and desired conditions. The ad-hoc report generation is in real-time.		
27	Summary of ATM/ADM/BNA/SST Service availability in the Dashboard view.		
28	The dashboard should show the ATM availability on a daily basis. Similar Dashboards should be available at different levels like Province, District, City and other User desired criteria.		
29	<p>Solution depicts Problem pattern. Pattern matching on the geographical map with drill-down facility.</p> <ul style="list-style-type: none"> - ATMs depicted on the MAP to show the pattern of the problem over the period. - Transaction zones depicted on MAP to show the pattern/type of transactions happening in the Network. 		
	<p>Solution should not allow manipulation of data</p> <ul style="list-style-type: none"> - Solution display authentic data and with zero manipulation 		

30	<p>scope.</p> <ul style="list-style-type: none"> - Apart from Interfaces mentioned in the RFP [Faults, Events, Transactions, Incidents browser], solution doesn't have any other interface for User to add/delete/modify/update. 		
31	<p>Solution should facilitate with functionality to calculate the adjusted Availability based on actual hours of operation of ATMs.</p> <ul style="list-style-type: none"> - Solution should protect the ATM availability of the network if specific group of ATMs are restrictedly available. 		
32	<p>Functionality to Blacklist or marking ATMs Non-Operational which are not required to be monitored for certain period of time.</p> <ul style="list-style-type: none"> - ATM that exists in the Switch but is temporarily discontinued due to ATM premises maintenance, theft etc. can be marked as Blacklisted/Non-Operational so that the downtime doesn't affect the overall availability of the network. Once it is marked operational to allow monitoring. 		
33	<p>The solution should allow automation of Blacklisting ATMs/markings Non-Operational on the basis of user defined criteria.</p>		
34	<p>Solution should enable User to create/apply thresholds at various levels and parameters and support the alert mechanism to generate & deliver alerts on the violation of these thresholds. For e.g. if the Card capture at any ATM exceeds the set count, then the solution alerts the user about the ill functioning of the card reader.</p> <ul style="list-style-type: none"> - User should be able to set policies and thresholds over the Web Interface. 		
35	<p>Solutions should provide web-based Events, Faults and Incident browser capabilities which can be used to view events, faults and incidents based on the specified search criteria.</p>		
36	<p>Solution should be capable to monitor ATM/BNA/SST status in real time, such as :</p> <ul style="list-style-type: none"> - Hardware errors [sensors failure etc] - Events/Information is directly obtained from below mentioned peripherals such as Printer Device, Identification Card Device, Cash Dispenser module, PIN Keypad, Depository Device, Text Terminal Unit Device, Sensors and Indicators Unit Device, Vendor Dependent Mode Device, Camera Device, Alarm, Cash In Module Device etc.... - Supplies status [out of receipt paper etc] - Network errors [lost communication etc] - Monitoring of SSTs/ATMs which often have problems, unstable and repeat orders. - Monitoring of SSTs/ATMs which are not working due to force majeure, relocation of ATMs, vandalism etc. - Monitoring of SSTs/ATMs which often have problems, unstable and repeat orders. - Provide performance statistics of resources/services running on ATMs. Similar to the "Task Manager" function on any Windows machine. - Remotely explore directory structure of ATM 		
37	<p>Solution should be able to download/upload any file from/to ATM on demand. File/data from ATM such as</p> <ul style="list-style-type: none"> - Electronic Journal [EJ] - Images stored at ATMs - Screens and picture file updates. <p>It should support bandwidth shaping and load balancing by</p>		

	providing real-time EJ rather than uploading EJ at the end of the day. Solution should not do Scheduled EJ upload and automatically provide real-time EJ.		
38	Solution should have In-built EJ viewers with search and print capabilities.		
39	Solution should have the capability to store EJ in the compressed form in the database as well as in the file structure form on the disk of server.		
40	Solution should have capability to do real-time Electronic Journal [EJ] parsing.		
41	Remote management capability of Solution(Select applicable options): <ul style="list-style-type: none"> - it should allow running Diagnostic command remotely - it should allow change in configuration parameters remotely such as change of ATM IP - it should allow reboot/reset terminal remotely - it should allow query and retrieve device status - it should allow execution of shell commands on the ATMs - it should allow execution of commands targeted for XFS compliant components - it should allow execution of commands to clear Cash Jam, Dispenser reset etc. 		
42	File transfer between ATM and Server should be done through secured through SSL / TLS and key pair exchange is followed. Data transfer is encrypted by following an industry standard encryption mechanism.		
43	Solution should be capable to upload any file/data to ATM including large size files of up to 4 Gb in low bandwidth conditions as well, such as <ul style="list-style-type: none"> - OS -patch/fixes - Software upgrade/patch/fixes 		
44	The solution should be capable of capturing ATM screenshot at any point in time. Users should be able to capture screenshots of the current screen displayed on the ATM		
45	Solutions should do Asset Management through proper mechanism. The solution is enabled to explore minute to minute level information from ATM directly by exploiting XFS functionality and the monitoring dashboards have specific views to display Asset information of any ATM/SST.		
46	Solution should have fault tolerance mechanism to maintain data accuracy/authenticity with Zero data loss		
47	Solution should not do False Reporting. It should display the same status of the device that is maintained in the XFS level		
48	Provide real time cash position status		
49	The solution should have efficient SLA, Escalations & Vendor Management functionality <ul style="list-style-type: none"> - It should empower Administrator by providing an interface to create different SLA for the vendors for the Escalation process based on Respond Time, Category type, Severity and more. - Have mechanism of SLA monitoring. Impart information required for analysis of availability and service time along with tracking history and Terminal performance. - Solution should check and track SLA of various vendors and alert 		

	<p>the Bank to SLA breach of respective vendor.</p> <ul style="list-style-type: none"> - Escalations are done as per the Escalation matrix defined in the solution. <p>Allow performance evaluation and comparison of various service providers and regions along with identifying the probable cost of SLA breaches.</p> <ul style="list-style-type: none"> -- Vendors should be able to access respective SLA related information over the Web. Views can be set as per the business needs and at various levels - Region, vendor, area, branch etc. 		
50	<p>Solution should be able to define rules for automatic escalation of events that have not been attended to/after a predefined time interval has escaped.</p> <ul style="list-style-type: none"> - It sends single SMS/email to individual/group if in case a group of ATM gets into violation. - If cash in ATM goes below set threshold, alert should be created and escalation of the same should be continued as per defined process. 		
51	The solution should support rule-based escalation at multiple levels.		
52	<p>Solution should have functionality to manage Terminal information such as</p> <ul style="list-style-type: none"> - Branch working and non-working days and hours - Hours of Operations of SST [SSTs operate 24 hours and for less hours]. Hours of operations are considered while calculating downtime of terminals; downtime beyond hours of operations is accounted. 		
53	Solution should support Role based security to allow control over access to the Dashboards, functions, and data. Access to the solution is strictly role and privilege based.		
B	Data Collection Approach		
1	Solution should be capable of multiple source data gathering and present the information collected from both the sources in an Integrated/Unified View or Dashboard. (Choose any as applicable)		
	- Solution should read the switch logs/data files/DB strictly by using its own ETL/Backend component		
	- Solution should do data gathering directly from ATMs using XFS compliant Agent.		
	- the Solution should not do any processing of the data at the switch side and also should not require any utility to feed the monitoring solution		
2	Data reading interval is parameter driven and configurable		
3	Solution should have fault tolerance mechanism to maintain data accuracy/authenticity with Zero data loss		
C	Disaster Reporting		
1	The solution should support Active - Active / Active - Passive approaches to deal with Disaster scenarios		
D	Reporting		
1	The solution should be capable of generating both historical and real time reports.		
	The solution should offer extensive reports for the business, technical and operations team managing the ATM network.		

2	<ul style="list-style-type: none"> - ATM Availability at various levels(Daily / Monthly or any selected period) - Transaction Activity and Summary report - Transaction Type and Volume - Average Transaction Response Time - Weekly Transaction Approvals/Denials/Reversals - Daily Approvals Percentage - Daily Denials Percentage - Daily Reversals Percentage report - Response Code Analysis Report - Real Time Terminal Cash Summary Report - SLA Violation report - Periodic Report on Incidents - EJ Status Report 		
3	The solution should provide a dedicated report on Cash required for each terminal based on past cash withdrawal pattern.		
4	Availability report not to consider multiple downtime for overlapping problems and have provision to define the priority of fault to be considered in case of overlapping of multiple faults.		
5	Functionality to generate ad-hoc reports that can be exported into popular formats like .xls, .csv		
6	Solution should allow Bank to change the fault policies as per their requirement.		
E	ATM Transaction Analysis & Management		
1	<p>The solution should do transaction analysis in real-time. Show Information and statistics on Transactions at various levels and metrics like:</p> <ul style="list-style-type: none"> - Card network - Region - Acquirer - Issuer - Terminal Type - Transaction types - Card BIN - Reasons for Reversals - Response code Analysis - No transaction for period of time - Approved - Denials - Reversal - Timeouts - Response Time - and at any other level as per Business/User Requirement 		
2	The solution should have an exclusive dashboard to show the overall Transactions monitoring.		
3	<p>Business intelligence to show Underutilized/Low transaction volume ATM, usage rates for other bank's cards etc.</p> <ul style="list-style-type: none"> - The Details shown at various levels like City, State, Region etc - The solution show details at various intervals like daily, weekly, monthly etc. 		

4	<p>Allow modification of the data collection intervals, replay of the historical information at various levels for Analysis & Trending.</p> <p>- Solution show the transaction trends of Issuer, Acquirer, Response time, TPS, Denials, Reversals, Total transactions, Transactions etc.</p>		
5	The solution should display comparison of Historical Stats with Current Statistics.		
6	Drill down information at various levels to understand the exact reasons of affected transactions and allow instant root cause analysis of the problem, such as excessive failures, denials and slow response times etc.		
7	Solution should provide extensive web-based Query Interface to view the Transaction, Fault, Event details grouped by any combination of factors to analyze and find the root cause.		
8	<p>The solution should provide details on Best/Top performers and non-performers [Branches, Regions, Cities etc] on the basis of rules and user criteria. It should show the performers at various time intervals like hourly, daily, weekly, monthly etc.</p> <p>The solution should show correlated information. It has different views in the same Dashboard to show the aforementioned information.</p> <p>It should display the least performers [Branches, Regions, Cities etc] at different levels:</p> <p>Acquirer, Issuer, Terminal, Regions, Cities, Branches etc.</p> <p>It also should show No transaction making ATMs in user defined intervals like daily, weekly, fortnightly, monthly etc.</p>		
9	It should provide a list of ATMs where there are no transactions for a specific interval, like ATMs where there are no transactions from the last 2 hours / 1 day etc.		
10	It should provide graphical representation of Transaction per second [TPS] for different Regions, States, Area, Cities, Services vendor group etc.		
11	Show TPS trend between the user desired date ranges and for different Regions, States, Area, Services vendor group etc.		

12	<p>Solution represent transaction by Issuer, acquirer etc in text or graph format.</p> <p>Single Dashboard to show Acquirer Activity. It have views to show:</p> <ul style="list-style-type: none"> - Latest 'n' Reversals from Acquirers in user defined intervals - Latest 'n' declines in user defined intervals - Transaction Response time trend for various acquirers in user defined intervals - Acquirer Transaction per second rate trend in user defined intervals - Detailed information in Grid to showing all Acquiring transaction and Other Acquirer transactions in User defined intervals. <p>Single Dashboard should show Issuer activities such as:</p> <ul style="list-style-type: none"> - Latest few reversals at Issuer level. - Latest Denials - Response time trending of all issuers in one view. - Transaction Per Second rate trending for issuers. <p>The user should allowed to specify the time interval and the information is shown in its pretext.</p>		
13	<p>Solution should display critical & striking information to help Bank identify loss of revenue, like:</p> <ul style="list-style-type: none"> - Transaction Denial reasons at different levels - Number and percentage of Timeout Transactions [ONUS, NOT ONUS etc] at user desired intervals. - Evaluates response time of Onus & Not Onus transactions - TPS etc. 		
14	<p>Solution is capable to display/report:</p> <ul style="list-style-type: none"> - Amount of cash usage in network - Amount of cash remaining in the network. - Statistics on Transaction Type, for example - withdrawal, deposit, balance enquiry etc. - Statistics based on different Intervals like daily, weekly, monthly for each node and total. - Statistics based on user defined criteria. - Problems for each characteristic or root cause, daily , weekly , monthly for each node and total. - Frequent 'N' problems affecting the network within user defined time intervals 		

15	<p>Solution should display Transaction occurred at ATM/ADM/BNA/SST based on:</p> <ul style="list-style-type: none"> - Card type - Acquirer - Issuer - Number of successful and unsuccessful transaction - Response Code, for example, Invalid PIN, Invalid Card in text or graph format. 		
	<ul style="list-style-type: none"> - Amount derived from transaction type; for example , deposit , withdraw , transfer etc. 		
16	Filters can be defined on raw data.		
17	Solution dashboards should allow searching and sorting on the entities and fields.		
18	The solution must mask the Card Holder/Account holder details for certain sets of users like Vendors, Service providers etc. Configurable parameter with Admin user to grant control.		
19	Dashboard to monitor non-cash transactions happening at the ATMs like balance inquiry, mini statement, fund transfer, bill payment etc at different levels.		
20	<p>Dashboards should display the information at Bank desired intervals. Like Top denial reasons hourly, ATM Transaction summary [every 5 mins, hourly, daily etc], Acquirer & Issuer activities [in last 5 mins, hourly, weekly etc], Top performers in</p> <p>Region, State, Cities on the basis of user criteria and in the intervals [like hourly, in 5 hours, daily etc] etc.</p>		
21	<p>It should have a Dashboard to show real-time Transaction details Bin wise at various intervals such as hourly, daily, weekly. The Grid representation should show various fields of Transactions table.</p> <p>The Dashboard should allow ad-hoc export of the information into excel format.</p>		
22	<p>Solution Dashboard should provide information on:</p> <ul style="list-style-type: none"> - Card type breakdown information. For e.g. Transaction statistics for debit/credit cards. - Transaction Type count on hourly, daily, weekly etc basis - Transactions in % such as Approval%, Denial%, Timeout%, Reversal% for hourly, daily, weekly, monthly intervals. 		

23	<p>Solution should be capable to</p> <ul style="list-style-type: none"> - Display the denial/decline reasons categorized by Business and Technical reasons: <p>Business Reasons - like Invalid PIN, Invalid Card, Insufficient Funds in Account, Ineligible transactions, Withdrawal limit exceeded etc.</p> <p>Technical Reasons - Destination not available, System Error, Routing Look-up problem, Message Edit error etc.</p> <ul style="list-style-type: none"> - Display Transaction decline count indicators for: <p>Transaction not Supported</p> <p>Unauthorized usage Message edit error Invalid card Insufficient funds System error</p> <p>Destination not available PIN tries exceeded</p> <p>Ineligible account</p>		
	<p>Invalid PIN</p> <p>Withdrawal Limit would be exceeded Ineligible transactions</p> <p>Withdrawal limit already reached etc.</p>		
F	Incident Management System		
1	<p>Solution should be capable to seamlessly integrate with Bank's existing Infrastructure tools like Incident Management Help desk or Enterprise solution for Infrastructure management etc.</p> <p>It also have Incident Management functionality:</p> <ul style="list-style-type: none"> - Automatic creation of trouble tickets - Manual creation of tickets - Amendments/modifications in the tickets - Addition of user comment/responses against the follow-up - Defining of Escalation matrix - Defining SLA and its adherence/management using colour coding - Generate and send alerts through email/SMS. Templates for SMS and Email is available. - Automatic closure of tickets on problem rectification - Public/Private Ticket Comments - multi-level support group definitions - Toggling of Tickets, Issue tracking, overlapping issues etc. 		
2	<p>Solution should monitor its own services and processes and send Alert notification on failure of processes/services. It should follow the escalation matrix and send alerts consecutively after every parameter driven time is passed and resolution should not happen.</p>		
3	<p>Interface should be User friendly with configurable views as per business/user requirement.</p>		
4	<p>The solution should allow replaying of performance statistics at user desired time ranges.</p>		
5	<p>Solution should contain Web-Browser support for monitoring critical events.</p>		

6	Solution should have APIs to enable integration with Incident Management Systems of vendors like FLM, SLM, Cash, Network etc. It should act as a feed distribution system to the other help desk/incident management system. Incidents feed from the monitoring solution automatically open and close incidents in aforementioned vendors' system. All the comments, ETA, external incident Ids automatically exchange between the systems. A two-way integration between the monitoring solution and vendors' help desk systems is a mandatory requirement.		
G	Security Aspect		
1	The solution should be PCI DSS compliant.		
2	The application should enforce idle session timeout. [i.e. when no user activity for certain period of time, the session will be		
	terminated. User has to re-login after timeout termination] The timeout period is configurable.		
3	The application system should prohibit simultaneous logon sessions from more than 1 workstation.		
4	The application should be able to provide the following audit logs on application level: - Application log - User activity - Access exception		
5	The application should be reviewed against commonly identified vulnerabilities such as below: - Invalidated Input - Broken Access Control - Broken Authentication and Session Management - Cross-Site Scripting [XSS] Flaws - Buffer Overflows - Injection Flaws - Improper Error Handling - Insecure Storage - Denial of Service - Insecure Configuration Management		
6	All system changes should go through a formal change control process.		
7	Database software should be protected from unauthorized modification.		
8	Configuration Management policies should be available for database applications.		
9	Database application software should be owned by a single, protected account.		
10	A database software baseline should be available to allow determination of unauthorized modifications.		
11	Audit trail data should be maintained for X number of years. It can be archived and kept separately.		
12	The connection timeout parameter should be set to prevent denial of service attacks on the listener port.		
13	The expiry time parameter should be set to prevent inactive remote connections to the database		

14	Access control policies should be there in place for data access privileges.		
15	Password must not be same as the user id or “PASSWORD” upon creation of the new user id.		
16	The input field for password should not be visible while the users type in their passwords.		
17	Password should not be stored in clear.		
18	User id/Password repository [e.g. a file, database-table] are not allowed to be copied out and secured against password-cracking.		
19	Users cannot change passwords to similar to the previous password. Password expiration and Password history should be configurable.		
20	Minimum password length should be configurable. Password complexity configuration should be available		
21	Password force to change on the first sign-on.		
22	Account lockout should be configurable. After a certain number of unsuccessful attempt, the user id is get locked		
23	Password should meet complexity requirements such as alphanumeric with case sensitive and symbols.		
24	Inappropriate Password Traversal should lead to Passwords been stolen from device logs further leading to database compromise hence not be allowed.		
25	Changing password should be done without administrator assistance.		
26	IDs that have been dormant or inactive for X number of days must be revoked. Dormant period should be configurable		
27	Inactive ID for more than Y number days can be configured to be deleted.		
28	Vendor supplied default passwords for the system should be configured to change immediately upon installation.		
29	No single person can use super user ID to access the application. Using super user IDs and passwords should be minimized and properly authorized.		
30	Attackers may perform unauthenticated actions leading to users 'credentials compromise further leading to database breach so Cross Site Scripting should not be allowed.		
31	File transfer between ATM and Server through secured through SSL [Solution should use HTTPS] and key pair exchange is followed. Data transfer should be encrypted by following an industry standard encryption mechanism [minimum TLS 1.2].		
32	<p>Knowledge Transfer</p> <p>Selected bidders should provide advanced level training in product architecture, design, deployment and post deployment support and services. Trainer(s) should be either from the bidder itself or any designated and/or authorized partners. Bidder should make sure separate training is conducted for:</p>		

	<ul style="list-style-type: none"> i. Admin Users ii. Monitoring Department Staffs iii. IT Department Staffs <p>Bidder should also ensure that handover/ takeover for basic level support is transferred to Customer. All the expenses related to knowledge transfer shall be borne by the bidder.</p> <p>Training schedule, training material (English) and customizations done for customer should be provided in advance for readiness of the trainee.</p>		
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Note : Bidder has to provide following:

- (i) MAF of bidder to RailTel from OEM prescribed.
- (ii) MAF of RailTel to customer from OEM prescribed as pre-requisite of Pre-bid agreement.
- (iii) Data Sheet of Product.
- (iv) Any Non-Compliance specifically to be mentioned.
- (v) OEM signed and stamped compliance.
- (vi) OEM qualifying documents as required in EOI.

Signature of Authorised Signatory

Name

Designation

रेलटेल
RAILTEL

EOI COVER LETTER
(On Organization Letter Head)

Bid Ref No. :

Date:

To,

Joint General Manager (CO) /Marketing
RailTel Corporation of India Limited,
143, Institutional Area, Sector-44,
Gurugram - 122003, NCR (India)

Ref : EOI No. : RCIL/EOI/CO/MKT/2023-24/IT Services/International Customer /E 40687 dated 01.02.2024

Dear Sir,

1. I, the undersigned, on behalf of M/s, having carefully examined the referred EOI offer to participate in the same, in full conformity with the said EOI and all the terms and conditions thereof, including corrigendum issued till last date of submission of EOI.
2. I, the undersigned, on behalf of M/s, undertake to fully comply with “**Annexure-1**” and all terms & conditions in Customer Tender for ATM Monitoring Tool”.
3. I agree to abide by this Proposal, consisting of this letter, Technical and Commercial Proposals, for a period of 120 days from date of issue of purchase order/contract from CUSTOMER.
4. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Commercially Suitable Partner (CSP) for the aforesaid Service, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
5. I undertake, if our Bid is accepted, to commence our services as per scope of work as specified in the contract document.

6. Until a formal Purchase Order or Contract is prepared and executed, this Bid and supplement / additional documents submitted (if any), together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Signature of Authorised Signatory

Name

Designation



रेलटेल
RAILTEL

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

Bid Ref No. :

Date:

To,

Joint General Manager (CO) /Marketing
RailTel Corporation of India Limited,
143, Institutional Area, Sector-44,
Gurugram - 122003, NCR (India)

**Ref : EOI No. : RCIL/EOI/CO/MKT/2023-24/IT Services/International Customer /E 40687 dated
01.02.2024**

Dear Sir,

I, the undersigned, on behalf of M/s , have read the clause/para regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

(a) I certify that M/s is not from such a country and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I also certify that M/s will not offer any products / services of entity from such countries unless such entity is registered with the Competent Authority.

OR (Strikeout either (a) or (b), whichever is not applicable)

(b) I certify that M/s is from such a country and has been registered with the Competent Authority. I also certify that M/s has product/services of entity from such countries and these entity / entities are also registered with the Competent Authority.

(Where applicable, evidence of valid registration by the Competent Authority is to be attached with the bid.)

I hereby certify that M/s fulfills all requirements in this regard and is eligible to be considered.

I hereby acknowledge that in the event of acceptance of my bid on above certificate and if the certificate is found to be false at any stage, the false certificate would be a ground for immediate termination of contract and further legal action in accordance with the Law.

Signature of Authorised Signatory

Name

Designation



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

Bid Ref No. :

Date:

To,

Joint General Manager (CO) /Marketing
RailTel Corporation of India Limited,
143, Institutional Area, Sector-44,
Gurugram - 122003, NCR (India)

Ref : EOI No. : RCIL/EOI/CO/MKT/2023-24/IT Services/International Customer /E 40687 dated 01.02.2024

Dear Sir,

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

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

I hereby acknowledge that in the event of acceptance of bid of M/s on above undertaking and if the undertaking is found to be false at any stage, the false undertaking would be a ground for immediate termination of contract and further legal action in accordance with the Law, including but not limited to the encashment of Bank Guarantee related to Empanelment and Performance Bank Guarantee (PBG), as available with RailTel, related to this EoI.

Signature of Authorised Signatory

Name

Designation

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On Stamp Paper of ₹ One Hundred)

To,

Joint General Manager (CO) /Marketing
RailTel Corporation of India Limited,
143, Institutional Area, Sector-44,
Gurugram - 122003, NCR (India)

1. In consideration of the RailTel Corporation of India Limited (CIN : L64202DL2000GOI107905), having its registered office at Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi – 110023 (herein after called “RailTel”) having agreed to exempt (CIN :) having its registered office at (hereinafter called “the said Contractor”) from the demand, under the terms and conditions of Purchase Order No. dated made between RailTel and for (hereinafter called “the said Agreement”) of security deposit for the due fulfilment by the said Contractor of the terms and condition contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs. Only). We (indicate the name and address and other particulars of the Bank) (hereinafter referred to as ‘the Bank’) at the request of contractor do hereby undertake to pay RailTel an amount not exceeding Rs. (Rs Only) against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Agreement.

2. We, the Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage by the said Contractor of any of terms or conditions contained in the said Agreement by reason of the Contractor’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs (Rs. Only).

3. We, the Bank undertake to pay the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

4. We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement

and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before We shall be discharged from all liability under this Guarantee thereafter.

5. We, the Bank further agree with the RailTel that the RailTel shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

This Guarantee will not be discharge due to the change in the constitution of the Bank or the Contractor.

(..... indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of RailTel in writing.

Dated the Day of 2023 for (Name of Bank)

In the presence of Witnesses:

1. Signature With Date

Name

2. Signature With Date

Name

RailTel Bank Detail for SFMS are:

- To mandatorily send the Cover message at the time of BG issuance.
- IFSC Code of ICICI Bank to be used (**ICIC0000007**).
- Mention the unique reference(**RAILTEL6103**)in field 7037

CHECKLIST OF DOCUMENTS FOR TECHNICAL BID

SN	Description	Yes/No
1	A Cover Letter and acknowledgement acceptance of terms and conditions of RFP duly endorsed (signed and stamped) with.	
2	The entire RFP documents duly endorsed (signed and stamped) with	
3	Eligibility Criteria Compliance with bidder comment	
4	Provide brief information on the structure of the organization and the field(s) and location(s) globally and where it operates and geo-redundancy to be maintained.	
5	Valid Company/Firm Registration Certificates	
6	Valid PAN/VAT Registration Certificates	
7	Total number of clients along with their details on managed features	
8	Copy of Tax Paid Certificate for the last two fiscal years	
9	Number of employees who would be servicing on this project along with their certificates and biodata.	
10	Power of Attorney for signing the Bid Documents and if selected for signing the contract	
11	Roles & Responsibilities, Identified Risks, and their Mitigation plans for successful implementation on time.	
12	Technical plan and support and maintenance plan post LIVE implementation.	
13	Certification of Authorization if any	
14	Technical and financial bids must be submitted separately zipped with separate password protected.	
15	Proposal in sealed bid document should contain	
	a) Organization's Profile (Detailed Company Profile along with required summary)	
	b) Work Experience	
	d) Current/ Past Involvement in ATM Monitoring Tool Deployment	
	e) Turnover of the Firm/ Company	
	f) Current Contract Commitments (Work-in-Progress):	

	g) Project accomplishment methodology and Work Plan inclusive of tentative timeline and manpower engagement.	
	h) Technical Proposal – Compliance of technical specification	
	i) Commercial Proposal- As per SOR	

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience and that I agree to commit to the project during the proposed timeframe if the contract is awarded to this firm / company.

Signature: Name:

Designation: Date:

Note :

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



Commercial Bid
(On Organization Letter Head)

Bid Ref No. :

Date:

To,

Joint General Manager (CO) /Marketing
RailTel Corporation of India Limited,
143, Institutional Area, Sector-44,
Gurugram - 122003, NCR (India)

Ref : EOI No. : RCIL/EOI/CO/MKT/2023-24/IT Services/International Customer /E 40687 dated 01.02.2024

Schedule of Requirements

PERPETUAL LICENSE MODEL							
S N o	Item Description	Qty ATM	Rate	Year 1 Amount INR	Year 2 Amount INR	Year 3 Amount INR	Total
1	Perpetual licenses for ATM Monitoring platform (Enterprise Edition) consisting of:	1	₹ -	₹ -	₹ -	₹ -	₹ -
1a	ATM Server module license for DC & DR (2 Nos)	1					
1b	ATM Monitoring Licenses for each ATMs	1					
1c	Privileged Access Management SW with 10 IT Admin user licenses integrated with ATM Monitoring platform	1					
2	Product maintenance, Annual Maintenance and remote technical support on 8x7 basis with L1, L2 resources	1	₹ -	₹ -	₹ -	₹ -	₹ -
3	One time Implementation Costs which includes Discovery, Solution Design, Development, Deployment, Integration, UAT, Documentation & Training.	1	₹ -	₹ -	₹ -	₹ -	₹ -
4	Other applicable charges if any	1	₹ -	₹ -	₹ -	₹ -	₹ -
	3 Year TCO			₹ -	₹ -	₹ -	₹ -

OR

SUBSCRIPTION LICENSE MODEL							
S N o	Item Description	Qty ATM	Rate	Year 1 Amount INR	Year 2 Amount INR	Year 3 Amount INR	Total
1	Subscription licenses for ATM Monitoring platform (Enterprise Edition) consisting of:	1	₹ -	₹ -	₹ -	₹ -	₹ -
1a	ATM Server module license for DC & DR (2 Nos)	1					
1b	ATM Monitoring Licenses for each ATMs	1					
1c	Privileged Access Management SW with 10 IT Admin user licenses integrated with ATM Monitoring platform	1					
1d	Product maintenance, Annual Maintenance and remote technical support on 8x7 basis with L1, L2 resources	1					
2	One time Implementation Costs which includes Discovery, Solution Design, Development, Deployment, Integration, UAT, Documentation & Training.	1	₹ -	₹ -	₹ -	₹ -	₹ -
3	Other applicable charges if any	1	₹ -	₹ -	₹ -	₹ -	₹ -
	3 Year TCO			₹ -	₹ -	₹ -	₹ -

and

S N o	Optional Items for both Models	Qty	Per month Rate	Year 1 Amount INR	Year 2 Amount INR	Year 3 Amount INR	Total
1	L1 Resource for Monitoring ATM	1					
2	L2 Resource for Managing Issues and Change Management	1					

Note:

- Please add additional rows to the table if there are other charges/offers.
- Please quote the price with inclusive of vendor's local taxes and levies in India.
- Price can be quoted in INR.
- Being an international customer, all international taxes will be as per the country tax criteria and paid on top up the bidder pricing and evaluation will be done without considering the country tax conditions in this EOI. However, any financial implication arises because of any country specific rules and regulation will be charged from the customer and paid back to successful bidder of this EOI.
- Bidder have to propose both .However, final model of the pricing will be decided by customer and binding on the successful bidder in this EOI.

1. The SOR Value shall be inclusive of any other price that might be incurred by the Bidder for the performance of the contract.

2. The PO shall be placed based on number of user requirement from RailTel's Customer.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____

Date: _____

