RAILTEL CORPORATION OF INDIA LIMITED
(A Govt. of India Undertaking)

**Expression of Interest for Selection of Partner from Empaneled Business Associate for
EXCLUSIVE TEAMING ARRANGEMENT**

For

"Supply of Licenses and Software Application Design, Development, Testing, Customization, Implementation and Support of Customer Relationship Management & Ticket Automation, Customer Experience Management, Predictive IoT Advance Analytics & Integration, Smart IOT Restroom, AI/ML enabled Chat-Bot (AVATAR), IT Staff Augmentation and Meity Empanelled Hyper-Scaler Cloud Infrastructure."

EOI No: RailTel/EOI/COMKTG/EB/IT/2023-24/1 dated 29th Feb 2024

EOI NOTICE

Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023

EOI Notice No: RailTel/EOI/COMKTG/EB/IT/2023-24/1 dated 29th Feb 2024

RailTel Corporation of India Ltd., (here after referred to as "RailTel") invites EOIs from RailTel's Empaneled Partners for the selection of suitable partner as Exclusive pre bid teaming arrangement for **"Supply of Licenses and Software Application Design, Development, Testing, Customization, Implementation and Support of Customer Relationship Management & Ticket Automation, Customer Experience Management, Predictive IoT Advanced Analytics & Integration, Smart IOT Restroom, AI/ML enabled Chat-Bot (AVATAR), IT Staff Augmentation and Meity Empanelled Hyper-Scaler Cloud Infrastructure"**.

The details are as under:

1	Last date for submission of Technical Packet against EOIs by bidders	08th March 2024 at 15:30 Hours
2	Opening of Technical Bid of EOIs	08th March 2024 at 15:45 Hours
3	Number of copies to be submitted for scope of work	One
4	EOI fees inclusive tax (Non-refundable)	Rs. 5,000/- (Five Thousand only)
5	Token EOI EMD	Rs. 5,00,000/- (Five Lakhs Only) to be submitted along with EOI.(To be submitted via online bank transfer) Balance EMD for Rs. 1,95,00,000/- (Rupees One Crores Ninety Five Lakhs only). To be submitted by selected Business Associate, in the form of BG/online transfer before submission of final bid to the end customer. *BG as EMD validity: Bid validity period + 2 months and claim period of 1 year from BG expiry period. (SFMS report guidelines: - BG advising message – IFN 760COV/ IFN 767COV via SFMS • 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.)

The EMD should be in the favor of RailTel Corporation of India Limited payable at Delhi through online bank transfer or EMD can be submitted as PBG in favour of RailTel Corporation of India Limited. Partner needs to share the online payment transfer details like UTR No. date and Bank along with the proposal.

RailTel Bank Details: Union Bank of India, Account No. 340601010050446, IFSC Code - UBIN0534064.

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

Level:1 Contact: Abhishek Pratap Singh
Designation: Sr.Mgr/EB
Email: abhishek.singh@railtelindia.com

Level:2 Contact: Shashidhar Uppal
Designation: GM/EB
Email: shashi_uppal@railtelindia.com

Level:3 Contact: Parag Kumar Goyal
Designation: PED/EB
Email : parag@railtelindia.com

Note:
1. Empaneled partners are required to submit soft copy of technical packet through an e-mail at **eoi.ebco@railtelindia.com** duly signed by Authorized Signatories with Company seal and stamp.
2. The EOI response is invited from eligible **Empaneled Partners of RailTel only.**
3. All the documents must be submitted with **proper indexing** and **page no**.
4. This is an **exclusive partnership arrangement with empaneled business associate of RailTel for participating in the end customer requirement**. 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 pre-bid teaming arrangement (before and after submission of bid to end customer organization by RailTel).
5. **Transfer and Sub-letting**. The Business Associate has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third partytake benefit or advantage of the present Contract or any part thereof.

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.
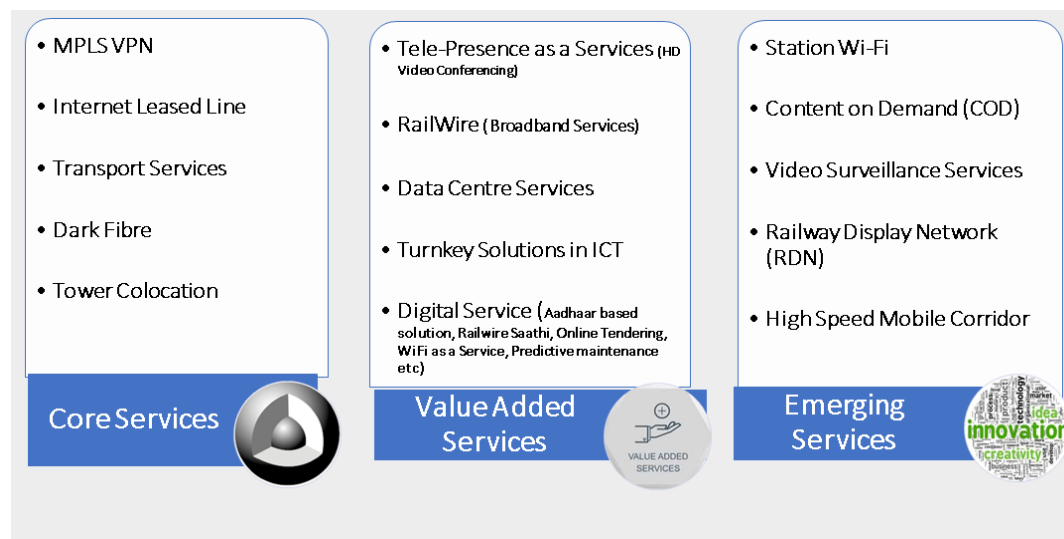
RailTel has approximately 61000 kms of OFC along the protected Railway tracks. The transport network is built on high capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon 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 Disftance Operator and Internet Service Provider (Class-A) licenses under which the following services are being offered to various customers:

Core Services	Value Added Services	Emerging Services
• MPLS VPN • Internet Leased Line • Transport Services • Dark Fibre • Tower Colocation	• Tele-Presence as a Services (HD Video Conferencing) • RailWire (Broadband Services) • Data Centre Services • Turnkey Solutions in ICT • Digital Service (Aadhaar based solution, Railwire Saathi, Online Tendering, WiFi as a Service, Predictive maintenance etc)	• Station Wi-Fi • Content on Demand (COD) • Video Surveillance Services • Railway Display Network (RDN) • High Speed Mobile Corridor

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 services (IaaS), Hosting as Services, Security operation Centre as a Service (SOCaaS):
RailTel has MeitY empaneled 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.

- 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

d) 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.

e) 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 up to 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. 5,00,000 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 execute requirement of the end Customer organization for **"Supply of Licenses and Software Application Design, Development, Testing, Customization, Implementation and Support of Customer Relationship Management & Ticket Automation, Customer Experience Management, Predictive IoT Advanced Analytics & Integration, Smart IOT Restroom, AI/ML enabled Chat-Bot (AVATAR), IT Staff Augmentation and Meity Empaneled Hyper-Scaler Cloud Infrastructure."**

RailTel invites EOIs from RailTel's Empaneled Partners for the selection of suitable partner for submitting suitable techno-commercial proposal against the above-mentioned brief scope of work**.** The empaneled partner is expected to have suitable credentials, expertise and excellent execution capability and good understanding customer local environment.

Note: The placement of order against this EOI is subject to the approval of this EOI process by the end customer organization and receipt of the order from end customer.

3. Scope of Work:

RailTel intends to execute client requirements by end Customer organization for **"Supply of Licenses and Software Application Design, Development, Testing, Customization, Implementation and Support of Customer Relationship Management & Ticket Automation, Customer Experience Management, Predictive IoT Advanced Analytics & Integration, Smart IOT Restroom, AI/ML enabled Chat-Bot (AVATAR), IT Staff Augmentation and Meity Empanelled Hyper-Scaler Cloud Infrastructure."**

The brief scope of work is provided below for reference: -

 I. Customer Relationship Management & Ticket Automation
 II. Customer Experience Management
 III. Predictive IoT Advanced Analytics & Integration
 IV. Smart IOT Restrooms
 V. AI/ML Enabled chat-bot AVATAR
 VI. MEITY Empanelled Hyper-Scaler Cloud Infrastructure (Public Cloud)
 VII. IT resources Staff Augmentation

The above scope of work is indicative and the detailed scope of work is given to interested partner after submitting duly signed NDA/Undertaking as per format enclosed.

In case of any discrepancy or ambiguity in any clause / specification pertaining to scope of work area, the requirement released by end customer organization shall supersede and will be considered sacrosanct.

Business associate can participate as a sole bidder, Bid by consortium is not allowed.

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 studies 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 180 days from the last date of submission of bids to end Customer organization.

4.5 Bidding Process

The bidding process as defined in para 4.10 & 6.

4.6 Bid Earnest Money (EMD)

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

4.6.2 Offers not accompanied with valid EOI Earnest Money Deposit shall be summarily rejected.

4.6.3 In case of Bidder's offer is selected for bidding, bidder has to furnish Earnest Money Deposit (for balance amount as mentioned in the customer's Bid asand if applicable) for the bid to RailTel amounting **Rs. 1.95 Crores**. The selected Business Associate shall have to submit

a Bank Guarantee against EMD in proportion to the quoted value/scope of work to RailTel before submission of bid to end customer as and if applicable.

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

4.6.5 **Return of EMD for successful Business Associate:** EOI-EMD & Earnest Money Deposit (balance proportionate EMD) if applicable 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. 4.7) from Business Associate whichever is later.

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

4.6.6.1 The EOI 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.

4.6.6.2 In case of non-submission of SD/PBG (as per clause no. 4.7) lead to forfeiture of EOI EMD, EMD (balance proportionate EMD) if applicable and or suitable action as prescribed in the EMD Declaration shall be initiated as applicable.

4.7 Security Deposit / Performance Bank Guarantee (PBG)

4.7.1 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.

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

4.8 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.

4.9 Modification and/or Withdrawal of EOI response

EOI response once submitted will 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.

4.10 Details of Financial bid and selection criteria

The commercial bid of Business Associate meeting eligibility criteria and achieving minimum stipulated score in the technical evaluation criteria shall be opened.

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.

4.11 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.

4.12 Period of Association/Validity of Agreement

RailTel will enter into a pre-bid agreement with selected bidder with detailed Terms and conditions.

5. Eligibility Criteria for Bidding Business Partner of RailTel

S. No.	Particulars	Criteria for Tender Package (Mandatory Compliance & Document Submission)
A)	Financial Conditions	
i)	Bidder should be registered under Companies Act, 1956 or Companies Act 2013 or as amended and should have at least 5 years of operations in India as on bid submission date.	Certificate of Incorporation GST Registration PAN Card
ii)	Bidder should have a Cumulative turnover of at least INR 300 Cr. in last three years (FY 20-21, 21-22, 22-23).	Turnover Certificate issued by the statutory auditor/ Chartered Accountant. Certificate should contain UDIN no. issued by ICAI
iii)	Bidder should also have a positive net worth in the last 3 financial years (FY 20-21, 21-22, 22-23).	Positive Net Worth Certificate issued by the Statutory Auditor/Chartered Accountant for the last three financial years (FY 20-21, 21-22, 22-23). Certificate should contain UDIN no. issued by ICAI.
B)	Technical Conditions	
iv)	Bidder should have experience of implementation of project related to digital implementation/IT solution implementation / ICT in Central/State Government/ Govt. undertakings/UT's/Autonomous	Documentary evidence such as Certificate from Customer for satisfactory services /supply etc. for completed/ ongoing project. In case project is on-going a certificate from the Statutory Auditor/Chartered Accountant

	Bodies/Listed Companies completed during the last 7 years as on bid submission date. Three projects of not less than the amount equal to Rs. 45 Crores each (or) Two projects of not less than the amount equal to Rs. 60 Crores each (or) One project of not less than the amount equal to Rs. 90 Crores	duly mentioning reference of concerned Order has to be provided mentioning Project details with UDIN No.
v)	Bidder should have valid CMMI Level-5, ISO-9001, ISO-27001 and ISO-20000	Copy of valid Certificates to be enclosed
C)	Annexures	
vi)	Annexure-1	Bid Covering Letter: Self-certification duly signed by authorized signatory on company letter head.
vii)	Annexure-2	No Deviation Undertaking on its Company Letterhead
viii)	Annexure-3	An undertaking signed by the Authorized Signatory of the company to be provided on letter head. The Bidder should not have been blacklisted/debarred by any Governmental/ Non-Governmental Organization in India as on bid submission date.
ix)	Annexure-4	Format for Affidavit to be uploaded by Bidder along with the tender documents.
x)	Annexure-5	Non-disclosure agreement with RailTel.
xi)	Annexure-6	EMD (as BG) Format
xii)	Annexure-7	Non-Disclosure Undertaking (NDU)
xiii)	Annexure-8	Power of Attorney and Board Resolution in favour of one of its employees who will sign the Bid Documents.
xiv)	Annexure-9	Technical Compliance Document. 1. Approach & Methodology 2. Understanding of the scope 3. Project Plan & Delivery Timelines 4. Product specifications / catalogue

6. **Technical Evaluation Criteria: (100 Marks)**

All eligible Bidders who fulfil the minimum eligibility conditions of the RFP shall be further evaluated on a total score of 100. The evaluation matrix consisting of the following parameters for each indicated vertical:

S. No	Criteria / Category	Evaluation Criteria Details	Max Marks	Required Supporting Documents
1	Turnover	Cumulative turnover from the bidder over the last three financial years (FY 20-21, 21-22, 22-23).	20	Copy of Annual report / Certificate from the Statutory Auditor/ Chartered Accountant on turnover details over the last three (3) financial years with UDIN number
		Marks shall be allotted as given below:		
		• More than Rs. 500 Cr. = 20 marks		
		• Above 400 Cr. upto 500 Cr = 15 marks		
		• Above 350 Cr. upto 400 Cr = 10 marks		
		• Between Rs. 300 Cr to 350 Cr = 5 marks		
2	Agency Certification	Marking will be given based on following certificates: • ISO 9001: 2 Marks • ISO 27001: 4 Marks • ISO 20000: 4 Marks • CMMI ML3: 6 Marks Or • CMMI ML5: 10 Marks	20	Copy of valid Certificates
3	Work Experience	Bidder should have experience of implementation of project related to digital implementation /IT solution implementation / ICT in Central/State Government/ Govt. undertakings/ UT's/ Autonomous Bodies/ Listed Companies completed during the last 7 years as on bid submission date. Three projects having project value greater than or equal Rs. 45 Crores – 10 Marks Two project having project value greater than or equal Rs. 60 Crores – 15 Marks	20	Documentary evidence such as Certificate from Customer for satisfactory services/supply etc. for completed/ ongoing project. In case project is on-going (or) NDA signed with client, a certificate from the Statutory Auditor/ Chartered Accountant duly mentioning reference of concerned Order has to be provided mentioning Project details with UDIN No.

		One project having project value greater than or equal Rs. 90 Crores – 20 Marks		
5	Manpower Strength	Bidder having technical personnel on its payroll >1500 personals – 10 Marks >1001 personals <=1500 – 8 Marks >500 personals <=1000 – 4 Marks	10	Letter from Director or HR Head on bidder's letterhead
6	Presentation Cum Demonstration	Bidders need to submit a presentation. 1. Approach & Methodology 2. Understanding of the scope 3. Project Plan & Delivery Timelines 4. Demonstration/POC of Proposed Solutions	30	Bidders need to submit a presentation along with bid. Bidder will be called for physical demonstration cum presentation.
		Total Marks	**100**	

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 email Address	
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
   a) The Business Associates are first evaluated on the basis of the Eligibility Criteria asper clause 5 above.
   b) Selection Criteria will be as under:

- Least Cost Base selection on achieving overall score of 70% in the technical evaluation.
- In addition to scoring overall 70% in technical evaluation, a bidder has to score minimum 60% in each of the following section:
  (i) All criteria defined under S.No. 1 to 5 of the technical Evaluation cumulatively - Credentials & documentation portion
  (ii) Criteria defined under S.No. 6 of the technical evaluation - Physical Demonstration cum presentation

   c) The Business Associate with lowest commercial (L1) offer will be selected for exclusive pre-bid arrangement for optimizing technical and commercial solution so that most winnable solution is submitted to end customer.
   d) 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.
   e) All General requirement mentioned in the Technical Specifications are required to becomplied. The solution proposed should be robust and scalable

8. Payment terms

    8.1   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.

    8.2   All payments by RailTel to the Partner will be made after the receipt of payment by RailTel from end Customer   organization.

9   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: Depending on RailTel's business strategy RailTel may choose to work with Partner who is most likely to support in submitting a winning proposal.

Annexure 1: Format for COVERING LETTER

COVERING LETTER (To be on company letter head)

To,

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

Dear Sir,

SUB: Participation in the EoI process

Having examined the Invitation for EoI document bearing the reference number _____ 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

Annexure 2: Format for Self-Certificate & Undertaking

Self-Certificate (To be on company letter head)

EoI Reference No: Date:

To,

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

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 in case of consortium after the receipt of corresponding payment from end customer by RailTel. Further we understand that in case selected sole partner/lead partner in case of consortium fails to execute assigned portionof work, then the same shall be executed by RailTel through third party or departmentally at the risk and cost of selected sole partner/lead partner in case of consortium.

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 materials 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 sole partner/ consortium 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 partner/ consortium 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 Pre Bid Agreement and Non-Disclosure Agreement with RailTel on a non-judicial stamp paper of Rs. 100/- in the prescribed Format.

10) We undertake that we will not submit directly or indirectly out bids and techno-commercial solution/association with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to end customer organization by RailTel)

Authorized Signatory

Name & Designation

Annexure 3: Undertaking for not Being Blacklisted/Debarred

<On Company Letter Head>

To,

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

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.

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Bidder's Company Seal:

Annexure 4: Format of Affidavit

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-. 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. _____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.railtelindia.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.

<div align="right">

DEPONENT
SEAL AND SIGNATURE
OF THE BA

</div>

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.

<div align="right">

DEPONENT

SEAL AND SIGNAURE
OF THE BA

</div>

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.

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this "***Agreement***") is made and entered into on this _____ day of _____ , 2021 (the "***Effective Date***") at_____.

By and between

RailTel Corporation of India Limited, **(CIN: L64202DL2000GOI107905),** a Public Sector Undertaking under Ministry of Railways, Govt. of India, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower -2, East Kidwai Nagar, New Delhi-110023, (hereinafter referred to as **'RailTel')**, which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of the ONE PART,

And

_____) (CIN:_____), a company duly incorporated under the provisions of Companies Act, _____ having its registered office at _____, (hereinafter referred to as **'_____'),** which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of OTHER PART

RailTel and _____ shall be individually referred to as "Party" and jointly as "Parties"

WHEREAS, RailTel and _____, each possesses confidential and proprietary information related to its business activities, including, but not limited to, that information designated as confidential or proprietary under Section 2 of this Agreement, as well as technical and non-technical information, patents, copyrights, trade secrets, know-how, financial data, design details and specifications, engineering, business and marketing strategies and plans, forecasts or plans, pricing strategies, formulas, procurement requirements, vendor and customer lists, inventions, techniques, sketches, drawings, models, processes, apparatus, equipment, algorithms, software programs, software source documents, product designs and the like, and third party confidential information (collectively, the "***Information***");

WHEREAS, the Parties have initiated discussions regarding a possible business relationship for _____.

WHEREAS, each Party accordingly desires to disclose certain Information (each Party, in such disclosing capacity, the "***Disclosing Party***") to the other Party (each Party, in such receiving capacity, the "***Receiving Party***") subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the receipt of certain Information, and the mutual promises made in this Agreement, the Parties, intending to be legally bound, hereby agree as follows:

1. **Permitted Use.**

   (a)   Receiving Party shall:

      (i)   hold all Information received from Disclosing Party in confidence;

      (ii)   use such Information for the purpose of evaluating the possibility of entering into a commercial arrangement between the Parties concerning such Information; and

      (iii)   restrict disclosure of such Information to those of Receiving Party's officers, directors, employees, affiliates, advisors, agents and consultants (collectively, the "***Representatives***") who the Receiving Party, in its reasonable discretion, deems need to know such Information, and are

bound by the terms and conditions of (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement.

(b)   The restrictions on Receiving Party's use and disclosure of Information as set forth above shall not apply to any Information that Receiving Party can demonstrate:

(i)   is wholly and independently developed by Receiving Party without the use of Information of Disclosing Party;

(ii)   at the time of disclosure to Receiving Party, was either (A) in the public domain, or (B) known to Receiving Party;

(iii)   is approved for release by written authorization of Disclosing Party; or

(iv)   is disclosed in response to a valid order of a court or other governmental body in the India or any political subdivision thereof, but only to the extent of, and for the purposes set forth in, such order; provided, however, that Receiving Party shall first and immediately notify Disclosing Party in writing of the order and permit Disclosing Party to seek an appropriate protective order.

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

2.   Designation.

(a)   Information shall be deemed confidential and proprietary and subject to the restrictions of this Agreement if, when provided in:

(i)   written or other tangible form, such Information is clearly marked as proprietary or confidential when disclosed to Receiving Party; or

(ii)   oral or other intangible form, such Information is identified as confidential or proprietary at the time of disclosure.

3.   Cooperation.   Receiving Party will immediately give notice to Disclosing Party of any unauthorized use or disclosure of the Information of Disclosing Party.

4.   Ownership of Information.   All Information remains the property of Disclosing Party and no license or other rights to such Information is granted or implied hereby. Notwithstanding the foregoing, Disclosing Party understands that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Information of the Disclosing Party. Notwithstanding anything to the contrary, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop products, or have products developed for it, that, without violation of this Agreement, compete with the products or systems contemplated by Disclosing Party's Information.

5.   No Obligation.   Neither this Agreement nor the disclosure or receipt of Information hereunder shall be construed as creating any obligation of a Party to furnish Information to the other Party or to enter into any agreement, venture or relationship with the other Party.

6.   Return or Destruction of Information.

(a)   All Information shall remain the sole property of Disclosing Party and all materials containing any such Information (including all copies made by Receiving Party) and its Representatives shall be returned or destroyed by Receiving Party immediately upon the earlier of:

(i)   termination of this Agreement;

(ii)   expiration of this Agreement; or

(iii)   Receiving Party's determination that it no longer has a need for such Information.

(b)   Upon request of Disclosing Party, Receiving Party shall certify in writing that all Information received by Receiving Party (including all copies thereof) and all materials containing such Information (including all copies thereof) have been destroyed.

7.   **Injunctive Relief**: Without prejudice to any other rights or remedies that a party may have, each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of this Agreement, and that a party shall be entitled to seek the remedies of injunction, specific performance and/or any other equitable relief for any threatened or actual breach of this Agreement

8.   Notice.

(a)   Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated:

(i)   by personal delivery, when delivered personally;

(ii)   by overnight courier, upon written verification of receipt; or

(iii)   by certified or registered mail with return receipt requested, upon verification of receipt.

(b)   Notice shall be sent to the following addresses or such other address as either Party specifies in writing.

RailTel Corporation of India limited:

Attn: _____
Address:_____
Phone:
Email.

_____**:**

Attn:
Address:
Phone:
Email:

9. Term, Termination and Survivability.

(a)   Unless terminated earlier in accordance with the provisions of this agreement, this Agreement shall be in full force and effect for a period of _____ years from the effective date hereof.

(b) Each party reserves the right in its sole and absolute discretion to terminate this Agreement by giving the other party not less than 30 days' written notice of such termination.

(c)   Notwithstanding the foregoing clause 9(a) and 9 (b) , Receiving Party agrees that its obligations, shall:

(i)   In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and

(ii)   not apply to any materials or information disclosed to it thereafter.

10.   Governing Law and Jurisdiction. This Agreement shall be governed in all respects solely and exclusively by the laws of India without regard to its conflicts of law principles. The Parties hereto expressly consent and submit themselves to the jurisdiction of the courts of New Delhi.

11.   Counterparts. This agreement is executed in duplicate, each of which shall be deemed to be the original and both when taken together shall be deemed to form a single agreement

12.   No Definitive Transaction. The Parties hereto understand and agree that no contract or agreement with respect to any aspect of a potential transaction between the Parties shall be deemed to exist unless and until a definitive written agreement providing for such aspect of the transaction has been executed by a duly authorized representative of each Party and duly delivered to the other Party (a "***Final Agreement***"), and the Parties hereby waive, in advance, any claims in connection with a possible transaction unless and until the Parties have entered into a Final Agreement.

13.   Settlement of Disputes:

a) The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.

b) In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.

c) The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the parties.

14. CONFIDENTIALITY OF NEGOTIATIONS

Without the Disclosing Party's prior written consent, the Receiving Party shall not disclose to any Person who is not a Representative of the Receiving Party the fact that Confidential Information has been made available to the Receiving Party or that it has inspected any portion of the Confidential Information or that discussions between the Parties may be taking place.

15. REPRESENTATION

The Receiving Party acknowledges that the Disclosing Party makes no representation or warranty as to the accuracy or completeness of any of the Confidential Information furnished by or on its behalf. Nothing in this clause operates to limit or exclude any liability for fraudulent misrepresentation.

16. ASSIGNMENT

Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of each of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

17. EMPLOYEES AND OTHERS

Each Party shall advise its Representatives, contractors, subcontractors and licensees, and shall require its Affiliates to advise their Representatives, contractors, subcontractors and licensees, of the obligations of confidentiality and non-use under this Agreement, and shall be responsible for ensuring compliance by its and its Affiliates' Representatives, contractors, subcontractors and licensees with such obligations. In addition, each Party shall require all persons and entities who are not employees of a Party and who are provided access to the Confidential Information, to execute confidentiality or non-disclosure
agreements containing provisions no less stringent than those set forth in this Agreement. Each Party shall promptly notify the other Party in writing upon learning of any unauthorized disclosure or use of the Confidential Information by such persons or entities.

18. NO LICENSE

Nothing in this Agreement is intended to grant any rights to under any patent, copyright, or other intellectual property right of the Disclosing Party, nor will this Agreement grant
the Receiving Party any rights in or to the Confidential Information of the Disclosing Party, except as expressly set forth in this Agreement.

19. RELATIONSHIP BETWEEN PARTIES:

Nothing in this Agreement or in any matter or any arrangement contemplated by it is intended to constitute a partnership, association, joint venture, fiduciary relationship or other cooperative entity between the parties for any purpose whatsoever. Neither party has any power or authority to bind the other party or impose any obligations on it and neither party shall purport to do so or hold itself out as capable of doing so.

20: **UNPULISHED PRICE SENSITIVE INFORMATION (UPSI)**

_____ agrees and acknowledges that _____, its Partners, employees, representatives etc., by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall be deemed to be "Connected Persons" within the meaning of SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be bound by the said regulations while dealing with any confidential and/ or price sensitive information of RailTel. _____ shall always and at all times comply with the obligations and restrictions contained in the said regulations. In terms of the said regulations, _____ shall abide by the restriction on communication, providing or allowing access to any Unpublished Price Sensitive Information (UPSI) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel

21 MISCELLANEOUS. This Agreement constitutes the entire understanding among the Parties as to the Information and supersedes all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each Party by its authorized representative. The failure or delay of any Party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party's right thereafter to enforce each and every provision of this Agreement. In the event that any of the terms, conditions or provisions of this Agreement are held to be illegal, unenforceable or invalid by any court of competent jurisdiction, the remaining terms, conditions or provisions hereof shall remain in full force and effect. The rights, remedies and obligations set forth herein are in addition to, and not in substitution of, any rights, remedies or obligations which may be granted or imposed under law or in equity.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth above.

_____: **RailTel Corporation of India Limited:**

By_____   By_____
_   _
  Name: Name:
  Title: Title:

Witnesses

Annexure-6: EMD (as PBG) Format

BG NO	**:**
ISSUANCE DATE	**: DD-MM-YYYY**
BG AMOUNT	**: Rs xxxxxxx /-**
EXPIRY DATE	**: DD-MM-YYYY**
CLAIM EXPIRY DATE	**: DD-MM-YYYY**

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 (Here in after called RailTel) having agreed to exempt ~~**Partner Name (CIN:)**~~ having its registered office at ~~**Partner's address**~~ (Here in after called "the said Contractor(s)") from the demand, under the terms and conditions of **EOI NO.** made between **RailTel Corporation of India Limited** and ~~**Partner Name**~~ for (here in after called "the said Agreement") of security deposit for the due fulfilment by the said contractor (s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for **Rs. /- (In Words).**

We, ~~**Bank Name**~~ a banking company incorporated under the Companies Act, 1956 and carrying on Banking Business under The Banking Regulation Act, 1949 and having its Registered Office at ~~**Bank's Address**~~ and its Central office at ~~**Bank's Corporate Office Address**~~ (indicate the name of the Bank) here in after referred to as "the Bank") at the request of ~~**Partner's Name**~~ Contractor(s) do hereby undertake to pay the **RailTel** an amount not exceeding ~~**Rs /- (In Words)**~~ .. 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 said Contractor(s) of any of the terms or conditions contained in the said Agreement.

We, ~~**Bank Name**~~ do here by undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the **RailTel** stating that the amount as claimed is due by way of loss or damage caused to or would be caused to or suffered by the **RailTel** by reason of breach by the said Contractor(s) of any terms and conditions contained in the said Agreement or by 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. /- (In Words).**

We, ~~**Bank's Name**~~ undertake to pay to the **RailTel** any money so demanded not with standing any dispute or disputes raised by the Contractor(s) / Supplier(s) 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(s)/ Supplier(s) shall have no claim against us for making such payment.

We, ~~**Bank's Name**~~ further agree that the Guarantee here in 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(s) and accordingly discharge this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the **DD-MM-YYYY(Claim Expiry Date.)** We shall be discharged from all liability under this Guarantee thereafter.

We, ~~**Bank's Name**~~ further agree with the **RailTel** that the **RailTel** shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time or to postpone for any time or from time to time any of the

powers exercisable by the **RailTel** against the said contractor(s) 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(s) or for any forbearance, act or omission on the part of **RailTel** or any indulgence by the **RailTel** to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This Guarantee will not be discharged due to the change in the Constitution of the bank or the Contractor(s) Supplier(s).

~~**Bank's Name**~~ lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the **RailTel** in writing.

Date   : DD-MM-YYYY
Place :

****

Annexure-7: Non-Disclosure Undertaking (NDU) Format
(On Rs. 100 Stamp Paper)

NON DISCLOSURE UNDERTAKING

To,
RailTel Corporation of India Limited
Plate-A, 6th Floor, Office Block Tower-2,
East Kidwai Nagar, New Delhi-110023
(Hereinafter referred to as "RailTel" or "Disclosing Party" "Tender Floating Agency")

We, _____(CIN:____), a company duly incorporated under the Companies Act, 1956 and having its registered office at _____ (hereinafter referred to as the "Bidder/Receiving Party", which expression shall, unless repugnant to or inconsistent with the context or meaning thereof mean and include its successors and permitted assigns), do hereby solemnly declare and state as follows:-

1. We are the Bidders/Prospective Bidders for the EOI floated by RailTel for Implementation of Network Security System and Integration for end Customer Organization.
2. We are well aware that the said tender relates to for procurement of services and equipment for defence/ high security installations. Hence, being a prospective bidder, we agree and acknowledge that it becomes imperative on our part to maintain utmost confidentiality in relation to said tender.
3. We undertake that any information relating to said tender (hereinafter referred to as the Confidential Information) which is or will be disclosed/ divulged by RailTel as a Disclosing Party to us, will be received and treated by us as strictly confidential and we shall not, without the prior written consent of the RailTel or as expressly permitted herein, disclose or make available to any other person such information.
4. We agree and undertake that we shall use any such information relating to said tender only for the purpose of bidding in the tender and will not use for any other purpose whatsoever.
5. We further undertake that we will disclose such Confidential Information to our employees or Representatives only on a strict "need to know" basis, for the sole purpose of preparation and submission of our Bid subject to such employee or representative being bound by the confidentiality obligation hereunder. We shall be responsible for any breach of the terms of this Undertaking by us or by any of our employees or Representatives.
6. We undertake that we shall exercise no lesser security or degree of care than we apply to our own Confidential Information of an equivalent nature, but in any event not less than the degree of care which a reasonable person with knowledge of the confidential nature of the information would exercise.
7. We shall ensure that all such Confidential Information is kept safe and secured at all times and is protected from unauthorised access, use, dissemination, copying, theft or leakage.
8. We undertake that we shall at no time, discuss with any person, other than as permitted

under this Undertaking, the Confidential Information, or any other matter in connection with, or arising out of, the discussions or negotiations in relation to the Bid Process.

9. Without prejudice to any other rights or remedies that RailTel may have, we agree and acknowledge that in the event of a breach or threatened breach of the provisions of this Undertaking, money or damages may not be an adequate remedy for a breach of any of the provisions of this Undertaking and it is reasonable that the RailTel, in addition to any other relief or remedy that it may have, shall also be entitled to the injunctive relief, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Undertaking.

10. In case any loss or damages are incurred by RailTel owing to any breach or threatened breach by us, we undertake to hold RailTel harmless and indemnify in full to RailTel for any such loss.

11. We hereby represents and warrants that we have the requisite power and authority to execute, deliver and perform its obligations under this Undertaking.

12. The terms and conditions of this Undertaking shall inure to the benefit of and be binding upon the successors and permitted assigns of the Parties. The obligations under this Undertaking shall not be assigned or otherwise transferred in whole or in part by either party without the prior written consent of the other parties.

13. The obligation relating to confidentiality under this undertaking shall survive even after award of the project and successful completion of project.

For and on behalf of

Authorised Signatory

Annexure-10: Price Bid Format (BOQ) (Financial Bid) with password protected PDF.

Customer Relationship Management & Ticket Automation: (In INR)

Sl no	License + Implementation Cost + License AMC + O&M	Quantity	Unit Price	Total cost (Rs)
1	CRM License cost (One Time)	1		
2	Implementation Cost (One Time)	1		
3	AMC CRM License (Per Year)	5		
4	Support Services Cost (Per Year)	5		
	Total Cost of CRM			

Customer Experience Management: (In INR)

Sl no	License + Implementation Cost + License AMC + O&M	Quantity	Unit Price	Total cost (Rs)
1	Customer Experience Management License cost (One Time)	1		
2	Implementation Cost (One Time)	1		
3	AMC License (Per Year)	5		
4	Support Services Cost (Per Year)	5		
	Total Cost of CRM			

Predictive IoT Advance Analytics & Integration (In INR)

S no	License + Implementation Cost + Warranty + AMC	Quantity	Unit Price	Total cost (Rs)
1	Software License cost (One Time)	1		
2	Implementation costs (One Time)	1		
5	AMC of License (Per Year)	5		
6	Support Services Cost (Per Year)	5		
	Overall costs for license, implementation and 5 Years AMC post implementation			

Smart IOT Restrooms: (In INR)

S no	H/w, S/w + Implementation Cost + Support Services + AMC	Quantity	Unit Price	Total cost (Rs)
1	IOT H/W & S/W	25		
2	Implementation costs (One Time)	1		
3	Support Services Cost (Per Year)	5		
Overall costs for System. Implementation, 5 Years Support				

IT resources Staff Augmentation: (In INR)

Sl. No.	Designation	Essential Qualification	Total / Relevant Experience	Experience in Years	Man-month Rate (In INR)
1	Solutions Architect	B. Tech / B. E in (CS/ IT/EE)/ MCA or equivalent	Relevant Experience	01-03 years	
	Solutions Architect		Relevant Experience	03-05 years	
	Solutions Architect		Relevant Experience	05-08 years	
	Solutions Architect		Relevant Experience	08-10 years	
2	PWA Developer	B. Tech / B. E in (CS/ IT/EE)/ MCA or equivalent	Relevant Experience	01-03 years	
	PWA Developer		Relevant Experience	03-05 years	
	PWA Developer		Relevant Experience	05-08 years	
3	Full-Stack Developer	B. Tech / B. E in (CS/ IT/EE)/ MCA or equivalent	Relevant Experience	01-03 years	
	Full-Stack Developer		Relevant Experience	03-05 years	
	Full-Stack Developer		Relevant Experience	05-08 years	
	Full-Stack Developer		Relevant Experience	08-10 years	
4	React JS Developer	B. Tech / B. E in (CS/ IT/EE)/ MCA or equivalent	Relevant Experience	01-03 years	
	React JS Developer		Relevant Experience	03-05 years	
	React JS Developer		Relevant Experience	05-08 years	
	React JS Developer		Relevant Experience	08-10 years	
5	Junior Developer	B. Tech / B. E in (CS/ IT/EE)/ MCA or equivalent	Total experience	00-01 years	
	Junior Developer		Total experience	01-03 years	
	Junior Developer		Total experience	03-05 years	
6	Test Engineer	B. Tech / B. E in (CS/ IT/EE)/ MCA or equivalent	Total experience	01-03 years	
	Test Engineer		Total experience	03-05 years	
	Test Engineer		Total experience	05-08 years	
	Test Engineer		Total experience	08-10 years	
7	Security Analyst	B. Tech / B. E in (CS/ IT/EE)/ MCA or equivalent	Relevant Experience	01-03 years	
	Security Analyst		Relevant Experience	03-05 years	
	Security Analyst		Relevant Experience	05-08 years	
	Security Analyst		Relevant Experience	08-10 years	
8	ERP Developer	B. Tech / B. E in (CS/ IT/EE)/ MCA or equivalent	Total experience	01-03 years	
	ERP Developer		Total experience	03-05 years	
	ERP Developer		Total experience	05-08 years	
	ERP Developer		Total experience	08-10 years	
9	BI Developer	B. Tech / B. E in (CS/ IT/EE)/ MCA or equivalent	Total experience	01-03 years	
	BI Developer		Total experience	03-05 years	
	BI Developer		Total experience	05-08 years	
	BI Developer		Total experience	08-10 years	
10	Data Analyst	B. Tech / B. E in (CS/ IT/EE)/ MCA or equivalent	Relevant Experience	01-03 years	
	Data Analyst		Relevant Experience	03-05 years	
	Data Analyst		Relevant Experience	05-08 years	
	Data Analyst		Relevant Experience	08-10 years	
11	Cloud Admin	B. Tech / B. E in (CS/ IT/EE)/ MCA or equivalent	Relevant Experience	01-03 years	
	Cloud Admin		Relevant Experience	03-05 years	
	Cloud Admin		Relevant Experience	05-08 years	
	Cloud Admin		Relevant Experience	08-10 years	
12	Scrum Master		Relevant Experience	01-03 years	

	Position	Qualification	Experience Type	Experience	
	Scrum Master		Relevant Experience	03-05 years	
	Scrum Master	B. Tech / B. E in (CS/ IT/EE)/ MCA or equivalent	Relevant Experience	05-08 years	
	Scrum Master		Relevant Experience	08-10 years	
13	Firewall Expert		Relevant Experience	01-03 years	
	Firewall Expert	B. Tech / B. E in (CS/ IT/EE)/ MCA or equivalent	Relevant Experience	03-05 years	
	Firewall Expert		Relevant Experience	05-08 years	
	Firewall Expert		Relevant Experience	08-10 years	
14	Network Administrator		Total experience	01-03 years	
	Network Administrator	B. Tech / B. E in (CS/ IT/EE)/ MCA or equivalent	Total experience	03-05 years	
	Network Administrator		Total experience	05-08 years	
	Network Administrator		Total experience	08-10 years	
15	Content Manager		Relevant Experience	01-03 years	
	Content Manager	B. Tech / B. E in (CS/ IT/EE)/ MCA or equivalent	Relevant Experience	03-05 years	
	Content Manager		Relevant Experience	05-08 years	
	Content Manager		Relevant Experience	08-10 years	
16	Content-Creator (UI/UX)		Relevant Experience	01-03 years	
	Content-Creator (UI/UX)	B. Tech / B. E in (CS/ IT/EE)/ MCA or equivalent	Relevant Experience	03-05 years	
	Content-Creator (UI/UX)		Relevant Experience	05-08 years	
	Content-Creator (UI/UX)		Relevant Experience	08-10 years	
17	Unity Developer		Relevant Experience	01-03 years	
	Unity Developer	B. Tech / B. E in (CS/ IT/EE)/ MCA or equivalent	Relevant Experience	03-05 years	
	Unity Developer		Relevant Experience	05-08 years	
	Unity Developer		Relevant Experience	08-10 years	
18	DB Architect		Relevant Experience	01-03 years	
	DB Architect	B. Tech / B. E in (CS/ IT/EE)/ MCA or equivalent	Relevant Experience	03-05 years	
	DB Architect		Relevant Experience	05-08 years	
	DB Architect		Relevant Experience	08-10 years	
19	Business Analyst		Relevant Experience	01-03 years	
	Business Analyst	B. Tech / B. E in (CS/ IT/EE)/ MCA or equivalent	Relevant Experience	03-05 years	
	Business Analyst		Relevant Experience	05-08 years	
	Business Analyst		Relevant Experience	08-10 years	
20	BPM Developer		Relevant Experience	01-03 years	
	BPM Developer	B. Tech / B. E in (CS/ IT/EE)/ MCA or equivalent	Relevant Experience	03-05 years	
	BPM Developer		Relevant Experience	05-08 years	
	BPM Developer		Relevant Experience	08-10 years	
21	L1 Helpdesk		Total experience	01-03 years	
	L1 Helpdesk	B. Tech / B. E in (CS/ IT/EE)/ MCA or equivalent	Total experience	03-05 years	
	L1 Helpdesk		Total experience	05-08 years	
	L1 Helpdesk		Total experience	08-10 years	
22	L2 Helpdesk		Total experience	01-03 years	
	L2 Helpdesk	B. Tech / B. E in (CS/ IT/EE)/ MCA or equivalent	Total experience	03-05 years	
	L2 Helpdesk		Total experience	05-08 years	
	L2 Helpdesk		Total experience	08-10 years	
23	iOS Developer		Relevant Experience	01-03 years	
	iOS Developer	B. Tech / B. E in (CS/ IT/EE)/ MCA or equivalent	Relevant Experience	03-05 years	
	iOS Developer		Relevant Experience	05-08 years	
	iOS Developer		Relevant Experience	08-10 years	
24	Android Developer		Relevant Experience	01-03 years	

	Android Developer	B. Tech / B. E in (CS/ IT/EE)/ MCA or equivalent	Relevant Experience	03-05 years	
	Android Developer		Relevant Experience	05-08 years	
	Android Developer		Relevant Experience	08-10 years	
25	Senior Developer	B. Tech / B. E in (CS/ IT/EE)/ MCA or equivalent	Relevant Experience	01-03 years	
	Senior Developer		Relevant Experience	03-05 years	
	Senior Developer		Relevant Experience	05-08 years	
	Senior Developer		Relevant Experience	08-10 years	
26	Tech Lead	B. Tech / B. E in (CS/ IT/EE)/ MCA or equivalent	Relevant Experience	01-03 years	
	Tech Lead		Relevant Experience	03-05 years	
	Tech Lead		Relevant Experience	05-08 years	
	Tech Lead		Relevant Experience	08-10 years	

AI/ML Enabled chat-bot AVATAR (In INR)

S no	License + Implementation Cost + Warranty + AMC	Quantity	Unit Price	Total cost (Rs)
1	Chat-BoT (AVATAR) Design Development, Testing, Go-live (One Time)	1		
2	CHAT GPT License Subscription (per year)	5		
3	language API Integration cost (Per language)			
4	Miscellaneous Expenditure Audit/VAPT/ Additional Services	1		
5	Avatar Support Services Cost (Per Year)	5		
Overall costs for license, implementation and 5 Years AMC post implementation				

MEITY Empanelled Hyper-Scaler Cloud Infrastructure (Public Cloud) BOQ:

Description	Service type	Quantity	Estimated monthly cost
4 vCPUs, 16 GB RAM (3 year reserved), Linux, 128GB SSD	Virtual Machines	1	
4 vCPUs, 16 GB RAM 3 year reserved), Linux, 256GB	Virtual Machines	1	
8 vCPUs, 32 GB RAM 3 year reserved, Linux, 512GB	Virtual Machines	2	
4 vCPUs, 16 GB RAM) x 200 Hours (Pay as you go), Linux, 128GB	Virtual Machines	1	
4 vCPUs, 16 GB RAM) x 200 Hours (Pay as you go), Linux, 256GB	Virtual Machines	1	
8 vCPUs, 32 GB RAM) x 200 Hours (Pay as you go), Linux, 512GB	Virtual Machines	1	
16 vCPUs, 64 GB RAM) (3 year reserved), Linux, 512GB	Virtual Machines	2	
8 vCPUs, 32 GB RAM) (3 year reserved), Linux, 256GB	Virtual Machines	2	
4 vCPUs, 16 GB RAM 3 year reserved), Linux, 512GB	Virtual Machines	2	
8 vCPUs, 32 GB RAM x 200 Hours (Pay as you go), Linux, 512GB	Virtual Machines	2	
4 vCPUs, 16 GB RAM x 200 Hours (Pay as you go), Linux, 512GB	Virtual Machines	2	
VM-Linux Server 2vCPU, 8 GB RAM, min. 30 GB SSD	Admin/Bastion Host	1	
Block/Blob Storage	File storage	100 GB	
Internet Egress	Data out of VPC	1000GB/Month	
Kubernetes Service (GKE Front End Cluster) -8vCPU, 16 GB RAM, 128 GB SSD OS Disk, 384 GB HDD	Hosting Client App (Front End)	2	
Kubernetes Service (GKE Backend Cluster) -8vCPU, 16 GB RAM, 128 GB SSD OS Disk, 384 GB HDD	Hosting Chat Backend App	2	

VM-Linux Server 2vCPU 16 GiB RAM, min. 100 GB SSD	PostGRES and MongoDB	5	
DNS hosted DNS Zones , Public DNS, 10 DNS queries	For DNS Configurations	3 Nos	
Container Registry (registry of Docker and Open Container Initiative (OCI) images, with support for all OCI artifacts) 1 registry X 30 days, 5GB Storage, 1 CPU X 1 second	For storing build images	1 Unit	
Redis (Remote Dictionary Server) Inmemory keyvalue pair based Basic Cache 1 GB cache	For Session Management, Caching	1 Unit	
CDN 100GB Data India Zone	Content Caching and Delivery	100 GB/Month	
Key Vault-10,000 operations, 10,000 advanced operations	For storing/retrieving passwords	1 Unit	
Firewall (Cloud Armor), 1000 GB Data flow	Firewall Protection	1 Unit	
Load Balancer (Layer 4 or 7)	Internal and External Load Balancers	2 Units	
VM-Linux Server 2vCPU, 8 GB RAM, min. 30 GB SSD	Admin/Bastion Host	1	
Block/Blob Storage	File storage	10 GB	
Internet Egress	Data out of VPC	100GB/Month	
Kubernetes Service (GKE Front End Cluster) -4vCPU, 16 GB RAM, 128 GB SSD OS Disk, 100 GB HDD	Hosting Client App (Front End)	2	
Kubernetes Service (GKE Backend Cluster) -4vCPU, 16 GB RAM, 128 GB SSD OS Disk, 100 GB HDD	Hosting Chat Backend App	2	
VM-Linux Server 2vCPU 16 GiB RAM, min. 100 GB SSD	PostGRES and MongoDB	3	
DNS hosted DNS Zones , Public DNS, 10 DNS queries	For DNS Configurations	3 Nos	
Container Registry (registry of Docker and Open Container Initiative (OCI) images, with support for all OCI artifacts) 1 registry X 30 days, 5GB Storage, 1 CPU X 1 second	For storing build images	1 Unit	

Redis (Remote Dictionary Server) In memory key value pair based Basic Cache 1 GB cache	For Session Management, Caching	1 Unit		
CDN 100GB Data India Zone	Content Caching and Delivery	50 GB/Month		
Key Vault-10,000 operations, 10,000 advanced operations	For storing/retrieving passwords	1 Unit		
Firewall (Cloud Armor), 100 GB Data flow	Firewall Protection	1 Unit		
Load Balancer (Layer 4 or 7)	Internal and External Load Balancers	2 Units		
Blob Storage		2 TB		
WAF		1		
VM Backup		10 VM's		
Monitoring & Logging		1		
DDoS protection		1		
Audit Trail		1		

Description	Unit	Qty	Rate	Amount	Total Amount
VM- nux Server 4Cores/vCPU, 16 GB RAM, min. 128 GB SSD	month	240			
VM-Linux Server 8 Cores/vCPU, 32 GB RAM, min. 128 GB SSD	month	48			
Block/Blob Storage 1000GB	month	48			
Internet Egress 1000GB	month	48			
DNS 10 hosted DNS Zones , Public DNS, 10 DNS queries	month	24			
Cloud Firewall/Web Application Firewall, 1 TB Data Transfer/Flow	month	24			
VPN Gateways 500 GB	month	24			
Additional Storage 512GB (HDD)	month	120			
SSL Certificates	month	240			
Bulk Email	Nos.	1800000			
Bulk SMS	Nos.	1800000			
Backup for VM (5 VM x 256 GB, Daily Backups retained for 7 days, Monthly Backup Retained for 3 months)	month	24			

Backup for BLOB (1000 GB)	month	48			
Migration of 10 VM with 256 GB Data each	Nos.	10			
Kubemetes Service - 2vCPU, 8 GB RAM, 128 GB HDD OS Disk	month	24			
Container Registry (registry of Docker and Open Container Initiative (OCI) images, with support for all OCI artifacts) 1 registry X 30 days, 5GB Storage, 1 CPU X 1 second	month	24			
Key Vault-100,000 operations, 100,000 advanced operations	month	24			
Redis (Remote Dictionary Server) In memory key-value pair based Basic Cache 250 MB cache	month	24			
Schedule - B					
Managed Support for Cloud Infrastructure and associated SaaS Services (10% of Schedule - A)	Lumpsum	Lumpsum			

Note: -
- All the above prices would be in INR only.
- The bidder has to compulsory quote for all items mentioned in the Commercial-bid Tables. In case bidder fails to quote for any of this stage, the bid would be summarily rejected.
- The bid price should be exclusive of all taxes and levies. Taxes like GST as applicable shall be paid extra. However, all payments shall be made only after receipt of the payment from the end customer.
- Any conditional bid would be rejected.