RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking)

Registered & Corporate Office:

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

Selection of Partner For

"IT services to RCIL Customer"

EOI No: RCIL/EOI/CO/ITB/2024-25/IT services to RCIL customer/8 dated 24.07.24

EOI NOTICE

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

EOI No: RCIL/EOI/CO/ITB/2024-25/IT services to RCIL customer/8   dated 24.07.24

RailTel Corporation of India Ltd., (here after referred to as RailTel) invites EOIs from RailTel's Empanelled Partners for the selection of suitable agency for "IT Services to RCIL Customer".

The details are as under:

Last date for submission of EOIs by bidders	31-07-2024 before 15:00 Hrs.
Opening of bidder EOIs	31-07-2024 at 15:30 Hrs.
Earnest Money Deposit (EMD)	Rs 2,00,000/- (Two Lakhs) through DD or online transfer to RailTel in following account: Bank Name- Union Bank of India Branch- YUSUF SARAI, DELHI A/C Number - 340601010050446 Account Type- Current Account IFSC Code -UBIN0534064
Number of copies to be submitted for scope of work	01 in Hard Copy
Place of Bid submission	RailTel Corporation of India Limited Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023

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

Contact: Naresh Kumar
Position: JGM/IT
Email: naresh.kumar@railtelindia.com Telephone: +91124 2714000 Ext 2222

NOTE:

I. **All firms are required to submit hard copy of their EOI submissions, duly signed by Authorized Signatories with Company seal and stamp.**

II. **The EOI response is invited from empanelled partners of RailTel. Only RailTel empanelled partners are eligible for participation in EOI process.**

1. RailTel Corporation of India Limited–Introduction

RailTel Corporation of India Limited (RCIL), an ISO-9001:2000 organization is a 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.

For ensuring efficient administration across India, country has been divided into four regions namely, Eastern, Northern, Southern & Western each headed by Regional General Managers 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 & Services

Presently, RailTel holds IP-1, NLD and ISP (Class-A) licenses under which the following services are being offered to various customers:

CARRIER SERVICES

1. 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
2. Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above
3. Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
4. Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

ENTERPRISE SERVICES

1. Managed Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above
2. MPLS VPN: Layer-2 & Layer-3 VPN available for granularities from 64 Kbps to nx64 Kbps, 2 Mbps& above
3. Dedicated Internet Bandwidth: Experience the "Always ON" internet connectivity at your fingertips in granularities 2mbps to 155mbps

RETAIL SERVICES

RailWire: RailWire is the retail broadband service of RailTel. RailWire is a collaborative public private local entrepreneur (PPLE) model providing broadband services by leveraging the eco system available with different partners like RailTel, Access Network Provider, Aggregation Network Provider (AGNP) and Managed Service Provider (MSP) to offer high speed & cost-effective broadband to end customers. The model uses RailTel's nationwide Core fiber Backbone Network, Access Network available with Local entrepreneurs, FTTH Infrastructure providers etc. and Managed Service Partners/Application Service Providers having IT & management capabilities. The model has been tested for several years now with about 4 lakh+ home broadband users along with 5200+ local access network partners. It is noteworthy that this

approach whereby about 54% of the revenue is ploughed back into the local community not only serves the underserved but also creates livelihoods and jobs in the local communities.

2. Objective of EOI

RCIL is implementing IT-ICT projects like providing Infra & Cloud Services, Application Development, ERP/E-Office Implementation and Consultancy Services for its customers. RailTel is in process of selecting suitable empanelled partner for providing customer specific IT services.

3. Scope of Work

The scope of work is to provide Log management solution (HA) with 1 year support as per Schedule of Requirements (SoR). Details of scope of work is provided under Annexure-03.

4. Language of Proposals

The proposal and all correspondence and documents shall be written in English. The hardcopy version will be considered as the official proposal.

5. Proposal Preparation and Submission

The Applicant/bidder 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 RCIL to facilitate the evaluation process or all such activities related to the EOI response process. RCIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6. Bidding 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 and stamped by the bidder including the closing page in token of his having studied the EOI document and should be submitted along with the bid.

7. Tentative Payment terms
   7.1. Payment for the 1st Year Service Charges (Recurring + One Time) is to be done along with placing of Purchase Order for services. From 2nd Year onwards, invoices shall be raised at the start of service year for payment, within 30 days of receipt of invoices.
   7.2. After completion of service period for the paid invoice, there shall be reconciliation of the SLA figures for the respective period, within 15 days of completion of such period. In case of SLA deviation, SLA penalty amount will be derived as per the mutually agreed terms and the so arrived SLA penalty amount, will be recovered-cum-deducted from the basic value (excluding taxes) of the next service invoice.
   7.3. RailTel shall release the payment to selected bidder after receiving payment from Customer and on submission of Tax invoice by selected bidder on back to back basis.

7.4. Any penalty or deduction (LD) from customer shall be passed on to selected bidder on proportionate basis.

8. Delivery Schedule: Within 8 – 10 weeks of issue of PO.

9. Schedule of Rates (SOR)

S N	Item	Qty	Unit Price (Excl Tax)	Total (Excl tax)	
1	Log management solution (HA) with 1 year support	1			
2	One-time cost for Old Data Migration into Logger	1			
3	One time implementation cost	1			
4	**Sub Total**				

S N	Item	Qty	Man Month Cost (Excl Tax)	Number of months	Per Annum cost for 2 manpower(Excl tax)
5	L2 Manpower	2		12	
6	**Total Cost without tax (SN 4 + SN 5)**				
7	**GST (tax)**				
8	**Total Cost with tax**				

SOR Total cost in tax (in words) _____

10. Compliance requirements

10.1. 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.

10.2. The interested bidder should submit Earnest Money Deposit (EMD) through online transfer and submit the proof of same along with bid.

10.3. 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.(Annexure-01)

10.4. The interested bidder should not be blacklisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body in India, on the last date of submission of EOI. (Annexure-02)

10.5. There should not be any ongoing or past, arbitration case(s) between 'RailTel' and 'Interested Bidder' on the last date of submission of EOI. (Annexure-02)

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

10.7. The Bidder must have an average turnover of minimum of Rs 3 Cr crores during the last 3 financial years. Bidder should submit audited balance sheets and/or certificate of CA for preceding three years.

10.8. The bidder should be profitable organization (on the basis of operating profit after tax for at-least 2 out of last 3 financial years). Bidder should submit copy of audited balance sheets along with profit & loss statement and/or certificate of CA for preceding three years.

10.9. The interested bidder should have experience in Data centre Infra project. Bidder should submit PO or work order copy/copies with completion certificate for the work of SITC/Support & Maintenance of Data centre Infra project during last seven years from any government organization

11. Evaluation criteria

Only those offers shall be considered for evaluation which fulfills all compliance requirements in clause number 10. Evaluation will be carried on basis of lowest offer quoted by the bidder under Clause **9 SOR Total.**

12. Bidding Process

The bidder needs to submit the bid in sealed, signed and stamped envelope clearly mentioning of EOI number, EOI name, addressed to the EOI inviting officer as well as Bidding Agency Name and Contact person.

BID should consist the following:
1. Covering Letter
2. RailTel empanelment LOI
3. Signed and Stamped EOI Document
4. GST and PAN documents
5. EMD
6. Duly filled SOR
7. Documents with respect to compliance requirement clause (10.1 to 10.9).
8. Deviation statement (if any) as per clause number 22

13. Period of Validity of bids and Bid Currency

Bids shall remain valid for a period of 180 days from the date of submission of EOI response bid. The prices in the bid document to be expressed in INR only.

14. RCIL's Right to Accept/Reject Bids

RCIL reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for RailTel's action.

15. Security Deposit / Performance Bank Guarantee (PBG)

In case RailTel submits BG to customer, Successful bidder has to furnish security deposit in the form of Performance Bank guarantee @ 3 - 10% of issued PO/ LOA value with tax of valid for 3 months beyond the date of completion of all contractual obligations including warrantee obligations. The same should be submitted within 30 days of issue of LOA/PO, failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of LOA/PO. This PBG should be from a Scheduled Bank and should cover warranty period plus three months for lodging the claim. The performance Bank Guarantee will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.

15.1. The Performa for PBG is given in Form No. 1. If the delivery period gets extended, the PBG should also be extended appropriately.

15.2. The security deposit/PBG shall be submitted to Corporate Office & will bear no interest.

15.3. A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in interest of bidder to obtain RailTel's Bank IFSC code, its branch and address and advise these particulars to the BG Issuing bank and request them to send advice of BG through SFMS to the

RailTel's Bank.

15.4. The security deposit/Performance Bank Guarantee shall be released after successful completion of Contract, duly adjusting any dues recoverable from the successful tenderer. Security Deposit in the form of DD/Pay Order should be submitted in the favour of "RailTel Corporation of India Limited" payable at New Delhi Only.

15.5. Any performance security upto a value of Rs. 5 Lakhs is to be submitted through DD/Pay order / online transfer only.

15.6. The claim period of PBG shall be 1 year after date of PBG validity

16. Earnest Money Deposit (EMD)/ Bid Security

16.1. 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 favour of "RailTel Corporation of India Limited" payable at New Delhi.

16.2. 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.

16.3. Offers not accompanied with Earnest Money shall be summarily rejected.

16.4. 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.

16.5. 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 14.

16.6. Earnest Money will bear no interest.

17. Deadline for Submission of Bids

Bids must be submitted to RCIL at the address specified in the EOI document not later than the specified date and time mentioned. If the specified date of submission of bids being declared a holiday for RCIL, the bids will be received up to the specified time in the next working day.

18. Late Bids

Any bid received by RCIL after the deadline for submission of bids will be rejected and/or returned unopened to the bidder.

19. Modification and/or Withdrawal of Bids

Bids once submitted will treated as final and no modification will be permitted. No correspondence in this regard will be entertained. No bidder shall be allowed to withdraw the bid after the deadline for submission of bids. In case of the successful bidder, he will not be allowed to withdraw or back out from the bid commitments.

20. Clarification of Bids

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask

the bidder for clarification. The response should be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

21. Bidder's Information

Company Name:	
Type of RCIL Business Partner	
Status of Applicant (Partnership, Company etc.)	
Number of Years of Experience	
Number of office locations in India (Provide details)	
Number of office locations globally (Provide details)	
Number of employees in India and global	

CONTACT DETAILS:

First Name		Last Name	
Designation			
Address for correspondence			
Contact Number (Office Landline)			
Mobile Number			
Official Email ID			
GSTN No			
PAN No			
Bank Account No			
IFSC Code			
Registered Address of Company			

22. Format for statement of Deviation

The following are the particulars of deviations from the requirements of the Instructions to bidders:

	CLAUSE	DEVIATION	REMARKS (Including Justification)

22. Duration of the Contract Period

The contract duration shall be same as of RAILTEL'S CUSTOMER's contract duration with RailTel until otherwise terminated earlier. Tentative contract period is 1 year. The contract duration can be renewed / extended by RailTel at its discretion, in case RAILTEL'S CUSTOMER extends / renews services with RailTel by virtue of extending / renewing / new issuance of one or more Purchase Order(s) placed by RAILTEL'S CUSTOMER to RailTel.

23. Restrictions on 'Transfer of Agreement'

The SELECTED BIDDER 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.

24. Suspension, Revocation or Termination of Contract / Agreement

24.1. 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 SELECTED BIDDER shall be payable by RailTel.

24.2. 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 SELECTED BIDDER, terminate/or suspend the contract / agreement under any of the following circumstances:

a)   The SELECTED BIDDER failing to perform any obligation(s) under the contract / agreement.

b)   The SELECTED BIDDER 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 RAILTEL CUSTOMER for the pertinent tender.

d)   The SELECTED BIDDER going into liquidation or ordered to be wound up by competent authority.

e)   If the SELECTED BIDDER 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 SELECTED BIDDER 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 SELECTED BIDDER'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 SELECTED BIDDER shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry. In case of default by the SELECTED BIDDER in successful implementation and thereafter maintenance of services / works as per the conditions mentioned in this EOI document, the PBG(s) of SELECTED BIDDER available with RailTel will be forfeited.

25. Dispute Settlement

25.1. In case of any dispute concerning the contract / agreement, both the SELECTED BIDDER 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.

25.2. 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..

25.3. All arbitration proceedings shall be conducted in English.

26. Governing Laws

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.

27. Statutory Compliance

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

27.2. 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 there from and/or related thereto.

28.   Intellectual Property Rights

28.1. Each party i.e. RailTel and SELECTED BIDDER, 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.

28.2. 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.

29.   Severability

In the event any provision of this EOI and subsequent contract with SELECTED BIDDER 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.

30.   Force Majeure

30.1. 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.

30.2. 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.

31.   Indemnity

31.1. The SELECTED BIDDER 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 SELECTED BIDDER or

b) The failure by the SELECTED BIDDER 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 SELECTED BIDDER pursuant to this contract, or any equipment, software, information, methods of operation or other intellectual property created by SELECTED BIDDER 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 SELECTED BIDDER or

d) Claim filed by a workman or employee engaged by the SELECTED BIDDER 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.

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

32. Limitation of Liability towards RailTel

32.1. The SELECTED BIDDER liability under the contract shall be determined as per the Law in force for the time being. The SELECTED BIDDER 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 SELECTED BIDDER 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 SELECTED BIDDER or his agents or any person / persons claiming through under said SELECTED BIDDER, However, such liability of the SELECTED BIDDER shall not exceed the total value of the contract.

32.2. 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 SELECTED BIDDER is legally liable.

33. Confidentiality cum Non-disclosure

33.1. 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.

33.2. 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.

34.3. 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.

34.4. 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.

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

34. Insurance

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

35. 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.

36. 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 SELECTED BIDDER and RailTel. All other terms and conditions between SELECTED BIDDER and RailTel shall be on **back-to-back** basis as mentioned in OPES tender document including corrigenda.

Format for COVERING LETTER

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COVERING LETTER (To be on company letter head)

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EoI Reference No: **RCIL/EOI/CO/ITB/2024-25/IT services to RCIL customer/8 dated 24.07.24**

Date:

To,

JGM/IT
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. I/We also agree to keep this offer open for acceptance for a period of 180 days from the date of submission of EOI response bid to RailTel and in default thereof,

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.

Authorized Signatory
Name
Designation
Contact Details

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

Bid Ref No. :

Date:

To,

Jt.General Manager (IT),
RailTel Corporation of India Limited,
Plate-A, 6th Floor, Office Block Tower-2,
East Kidwai Nagar, New Delhi - 110023

Ref : EOI No. RCIL/EOI/CO/ITB/2024-25/IT services to RCIL customer/8 dated 24.07.24

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,

Jt. General Manager (IT),
RailTel Corporation of India Limited,
Plate-A, 6th Floor, Office Block Tower-2,
East Kidwai Nagar, New Delhi - 110023

Ref : EOI No. RCIL/EOI/CO/ITB/2024-25/IT services to RCIL customer/8 dated 24.07.24
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 Bond

PROFORMA FOR PERFORMANCE BANK GUARANTEE BOND
(On Stamp Paper of Rs one hundred)

(To be used by approved Scheduled Banks)

1.   In consideration of the RailTel Corporation of India Limited, having its registered office at Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 having agreed to exempt …………………………………………………………………(Hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Purchase Order No.…………………………………dated……………made between……………………………and…………………………………………….. for ……………(hereinafter called " the said Agreement") of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. ……………………….(Rs …………... only). We ……………………………… (indicate the name of the Bank) hereinafter referred to as "the Bank") at the request of…………………….…… Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs…………...…… 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(s) of any of the terms or conditions contained in the said Agreement.

2.   We, …………………………………………………………. 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 caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or 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 . ………………………

3.   We, …………………………………………….. bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Tenderer(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) / Tenderer(s) shall have no claim against us for making such payment.

4.   We, ……………………………………………. 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(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the ……….…… We shall be discharged from all liability under this Guarantee thereafter.

5.   We,…………………………………………… (indicate the name of Bank) 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 of 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 affect of so relieving us.

This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s) / Tenderer(s).

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

…………the day of 2024

for ………………………………………..
(indicate the name of the Bank)

Witness

1. Signature Name

2. Signature Name

Note: Claim Period of BG will be 365 days more than the BG Validity date.

Scope of Work :

1. **Brief Technical Note on Security Services**

a. **Virtual Compute and Storage :** Scalable Virtual Machines (VMs) at short notice. Minimum size of a VMs shall be 02 vCPU / 02 GB RAM / 100 GB Storage. Maximum size of a VMs can be 32 vCPU / 64 GB RAM / 06 TB Storage.

b. **Next-Generation Firewall (NGFW) :** NGFW is the entry point of all the traffic coming to the resources and has functionality of IDS and IPS.

c. **DDoS Mitigation :** Facilitate Mitigation of Denial of Service (DoS) and Distributed Denial of Service (DDoS) attack for the internet fed to the resources of the project (Layer - 03 / Layer - 04). Mitigation capacity is upto 20 Gbps. In addition to this, DDoS mitigation at Application Level (Layer 07) can also be deployed.

d. **Web Application Firewall (WAF) :** Facilitate securing of web application and protecting web application against OWASP top 10 vulnerabilities.

e. **End Point Security (EPT) :** Endpoint Security (EPT) solution can be deployed on all VMs / Working Terminals of the project. Definition update check frequency is ~24 hours on port 443.

f. **Security Information & Event Management (SIEM) & Log Management :** Facilitate analysis (pattern/anomaly in logs) of various types of logs which are forwarded to SIEM eg. Syslog, firewall & IPS logs, OS logs, DNS logs, WAF logs, Proxy logs and application logs for log analysis of security incidents. Incident analysis will be based on network perspective only. Bidder also provides log management services to customers for compliance purposes.

g. **Client-To-Site VPN (C2S VPN) :** Facilitate secure access to the targeted application/resource to authorised users as declared by Customer through 'client-based-access'.

h. **Ticketing System :** Facilitate a Ticketing system for raising any issues/difficulties through email or phone.

● **Technical Approach**

	Steps taken for Securing Log Data
	There is no write, commit or change capabilities in Logger

		While Logger has the ability to receive and write data to the CORR database that it uses, there is no capability to login to the database using SQL command or to make a change, update, commit a change or write data to the database. It was never designed to provide this and hence you cant change the data in the database itself. In incredibly rare situations where corruption has occurred, we can update the events and delete them, but we cant change them. So this does lead to a level of protection of the data itself. In addition, there is no physical external way to get access to the database anyway.

Connector hashing capability

It has the ability to embed a hash value in each and every event collected. This is particularly important because we also get to do a hash of the last 10 hashed events. Due to which, we get cascading hash value that means that you can't change a single event without it breaking a value somewhere. It also means that even one small change in a single event can be identified (even if this process takes time) down to the block of 10 events - which can then be checked individually.

Internal hashing capability

In addition to the connector hashing capability, Logger itself actually applies a hash value anyway. This is ON TOP of any connector hash value and it will write this based on the chunk of data being written. This tends to be a variable size, which is based on the event sizes you have in your environment, but a good guide is that typically around 10 events are written in a chunk of data - a hash is calculated for this block and we apply a hash to it. When we re-read that data, we check the hash to make sure we read it correctly, but also to make sure the data hasn't changed. Logger also has a feature called Data Validation where we can actively go through these hashes and recalculate them and compare with the stored data. It takes time, but it will then do the comparisons and identify if any hashes are corrupt, changed or indicate a changed set of data that has been written. While this isn't automatically enforced, it is a feature
that you can run the data through to confirm.

Encryption of data at rest

Logger also has option to turn on encryption of the data at rest. This feature can be enabled at the hardware level and only adds a small overhead to the system (around 2%-4%). This then ensures that the data is encrypted with a strong algorithm and should the disks be lost, then the risk of losing the data is minimized. In addition to all of these points, we cant just look in a Logger data file. The format is proprietary and uses a block mechanism that is difficult to figure.Even if one could figure that out, there is no way you can change one of the files to change any data.

Access Control:

Strict access control policies for the Logger platform has been implemented. Only authorized personnel have access to the Logger system. Use role-based access control (RBAC) helps define and restrict access to different parts of the Logger interface and features based on job roles and responsibilities.

Encryption:

We can encrypt log data in transit and at rest. Secure protocols such as TLS can be used for data transmission and ensure that log files stored on disk are encrypted.

Authentication:

We can enforce strong authentication mechanisms for accessing the Logger system. This includes multi-factor authentication (MFA) for administrators.

Secure Configuration:

We regularly review and audit the configuration settings of our Logger instance to ensure that it aligns with security best practices. We also disable unnecessary services and ports to reduce the attack surface.

Monitoring and Alerting:

We have set up monitoring and alerting for suspicious activities within the Logger environment.

	This includes alerting on login failures, unauthorized access attempts, and any unusual log data patterns. We monitor the health and performance of the Logger system to detect and respond to potential issues promptly.
	Secure Integration:
	Integration of Logger with other systems, we ensure that the integration points are secure and follow security best practices.
	Regular Updates and Patching:
	Keep the Logger software up to date by applying patches and updates as they become available. This helps to address security vulnerabilities.
	Regular Security Audits and Penetration Testing:
	We conduct regular security audits and penetration testing on our Logger environment to identify vulnerabilities and weaknesses proactively.
	Non Disclosure Agreement (NDA)
	Non Disclosure Agreement (NDA) can be signed between RailTel and Bidder for secure handling of log data.

Key Deliverables

1. Hardware Components

- **Servers**:
  - **Quantity**: 2 Nos.
  - **Description**: High-performance servers to ensure robust and reliable log collection.

  - **Quantity**: 2 Nos.
  - **Description**: High-performance appliance to ensure long term reliable log storage.

2. Software Components

- **Logger Software**:
  - **Quantity**: 2 Nos.
  - **Description**: Advanced logging software to capture, store, and manage logs efficiently.

    - **Red Hat License:**
  - **Quantity**: 2 Nos.
  - **Description**: Licensed Red Hat Enterprise Linux software for optimal performance and security.

3. Network Components

- **Management Switch**:
  - **Quantity**: 2 Nos.
  - **Description**: Network switches to manage and streamline network traffic efficiently.

4. **Storage Solutions**

- **Scalable Storage**:
  - o **Description**: Flexible and scalable logger storage solution built on logger appliance to handle varying log data volumes.

5. **Support and Maintenance**

- **Ongoing Support**:
  - o **Description**: Continuous support and maintenance for all components to ensure seamless operations.

    - **Regular Updates and Patching:**
  - o **Description**: Keeping all systems up-to-date with the latest patches and updates.

    - **Monitoring and Alerting:**
  - o **Description**: Setting up systems for monitoring and alerting for any suspicious activities or potential issues.

6. **Implementation Services**

- **Deployment and Integration**:
  - o **Description**: Complete deployment and integration of the log management solution within Customer's infrastructure.
    - **Configuration Services:**
  - o **Description**: Configuring the system as per Customer's specific requirements, including setting up data collection processes and defining log retention policies.
    - **Data Migration:**
  - o **Description**: Migrating existing log data to the new log management system seamlessly.

7. **Compliance and Security**

- **Access Control**:
  - o **Description**: Implementing strict access control policies to ensure only authorized personnel have access to the log management system.

******End of EOI document ******