



**RAILTEL CORPORATION OF INDIA LTD.
(A Navratna CPSE)**

Southern Region Office

6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road,
Prakash Nagar Metro Station,
Begumpet, Hyderabad - 500016

Corporate Office

Plate-A, 6th Floor, Office Tower2,
NBCC Building, East Kidwai Nagar, New Delhi-110023

Invitation for Expression of Interest

For

**“Empanelment of suitable agencies from the empanelled business associates
for providing AI Services on Cloud”**

EOI No: RailTel/SR/SC/Mktg/2024-25/EOI/AI

Dt. 10.10.2024

EOI NOTICE

RailTel Corporation of India Ltd.
6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road,
Prakash Nagar Metro Station,
Begumpet, Hyderabad - 500016

EXPRESSION OF INTEREST

e-Eoi No. RailTel/SR/SC/Mktg/2024-25/EOI/AI

RailTel Corporation of India Ltd., (hereafter referred to as RailTel) invites EOIs from RailTel's Empanelled Partners for Selection of Implementation Partner from RailTel Empanelled Business Associate/System Integrator for exclusive PRE-BID TEAMING ARRANGEMENT for **"Empanelment of suitable agencies from the empanelled business associates for providing AI Services on Cloud to Centra/State Governments, PSUs, Educational institutions, Start-ups and any other AI Customers"**

The details are as under:

1	Date of EOI Floating	10 th , October,2024 at 18:00 Hours
2	Last date for submission of Bids against EOI	15 th October ,2024 at 17:00 Hours
3	Opening of Bids received against EOI	15 th October ,2024 at 17:30 Hours
4	Number of copies to be submitted	Single Stage (Single Packet System)
5	EOI document cost inclusive tax(non-refundable)	Nil
6	Value of EOI	Rs.10 crores
7	EOI EMD	Rs.10,00,000/-

Note: RailTel reserves the right to change the above dates at its discretion.

Partner needs to share the online payment transfer details like UTR No. date and Bank along with the proposal.

Firms registered with UDYAM under Ministry of MSME are exempted from submission of cost of EMD.

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: Sh. Sneha Tripathi Position: Sr. Manager/IT & Mktg/SR

Email: sneha.sinha@railtelindia.com Contact: +91- 7093604576

Level:2 Contact: Sh. Shailendra Dusa Position: Sr. DGM/Tech Mktg/SR

Email: sdusa@railtelindia.com Contact: +91- 9866327886

Note:

1. Empanelled partners are required to submit soft copy of response through Online on RailTel's e-Nivida portal at **<https://railtel.enivida.com>** duly signed by Authorized Signatories with Company seal and stamp.
2. The EOI response is invited from eligible Empanelled Partners of RailTel only.
3. All the required documents submitted on stamp paper and /or notarized must be submitted in hard copy within 48 hours of submission closing date of this EOI.
4. Consortium is not allowed.
5. All the document must be submitted with proper indexing and page no.
6. This is an exclusive pre-RFP/MoU/Agreement partnership arrangement with empanelled business associate of RailTel for participating in the end customer RFP/MOUs/Agreements. 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). This undertaking has to be given with this EOI Response.
7. Transfer and Sub-letting. The partner 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 party take benefit or advantage of the present.
8. Current EOI is floated to select a suitable Partner from the empanelled business associates for providing AI Services on Cloud to Centra/State Governments, PSUs, Educational institutions, Start-ups and any other AI Customers
9. Bidder has to comply with all scope of work , term & conditions including special term & condition, SLA and OEM technical & Financial documentation including ~~MAF~~, Technical certificates/others as per end-to-end requirement mentioned in the customer of RailTel's (hereafter mentioned as CoR), RFP as mentioned below:

Tender Ref. No.	INDAI/6/2024-INDAI
Tender ID	2024_DIT_821591_1
Date of floating	16/10/2024
Floated on portal	https://eprocure.gov.in/eprocure/app

10. RailTel will offer similar AI services to other customers, scope and term & conditions of the other opportunities would be similar to the above Tender, however, depending on the CoR, changes can be incorporated mutually.

1. RAILTEL – INTRODUCTION

RailTel Corporation of India Limited (RailTel), an ISO-9001:2000 organization is a Navratna 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 62000 kms of OFC along the protected Railway tracks. The transport network is built on high capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon and Secunderabad hosting / collocating critical applications. RailTel is also providing Telepresence as a Service (TPaaS), where a High-Definition Video Conference facility bundled with required BW is provided as a Service.

For ensuring efficient administration across India, country has been divided into four regions namely, Eastern, Northern, Southern & Western each headed by Executive Director and Headquartered at Kolkata, New Delhi, Secunderabad & Mumbai respectively. These regions are further divided into territories for efficient working. RailTel has territorial offices at Guwahati, & Bhubaneswar in East, Chandigarh, Jaipur, Lucknow in North, Chennai & Bangalore in South, Bhopal, and Pune & Ahmedabad in West. Various other territorial offices across the country are proposed to be created shortly. RailTel's business service lines can be categorized into three heads namely B2G/B2B (Business to Government and Business to Business) and B2C (Business to customers):

Licenses & Service portfolio:

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



- 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.

a) 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

b) DATA CENTER

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

c) 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.

d) Retail Services – RailWire:

RailWire: Triple Play Broadband Services for the Masses. RailTel has unique model of delivering broadband services, wherein local entrepreneurs are engaged in delivering & maintaining broadband services and upto 66% of the total revenues earned are shared to these local entrepreneurs in the state, generating jobs and revitalizing local economies. On date RailTel is serving approx. 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 participate in **RFP floated** by end Customer organization vide **RFP No. INDIAI/6/2024-INDAI** dated **16.08.2024**

RailTel invites EOIs from RailTel’s Empanelled Partners for the selection of suitable pre-partner for participating in above mentioned work for the agreed scope work. The empanelled partner is expected to have excellent execution capability and good understanding customer local environment.

3. SCOPE OF WORK:

The scope of work below defines the list of AI services on cloud to be made available. The scope includes the technical requirements and features of the AI cloud services platform that are to be complied with.

S.No as per IndiaAI Tender	Description	RailTel	BA
6.2	AI compute instances	✓	✗
6.3	Network Services – Data Transfer (Ingress and Egress)	✓	✗
6.4	Storage Services	✓	✗
6.5	AI Platform	✗	✓
6.6	Other AI Services	✗	✓

S.No as per IndiaAI Tender	Description	RailTel	BA
6.7	Admin Portal	✗	✓
6.8	Service Provisioning	✓	✓
6.9	Operational Management	✓	✓
6.10	Data Management	✓	✓
6.11	Security Management	✓	✓
6.12	SLA Management	✓	✓
6.13	Data Centre Facilities	✓	✗
6.14	Third-party Audit	✓	✓
6.15	Support Services	✓	✓

Technical Infrastructure & Capabilities of the bidder:

- **Multi-Tenancy:** The platform must support multi-tenancy capabilities, ensuring secure, isolated environments for different entities (e.g., businesses, departments) on a shared infrastructure.
- **Low-Code/No-Code AI Development Tools:** Preference will be given to platforms that offer low-code/no-code development environments, allowing users with varying levels of technical expertise to create and deploy AI applications efficiently.
- **Model Libraries:** As new LLM capabilities emerge at a very rapid pace, the speed of deployment is essential. Ability to quickly import new model libraries, support new LLMs, and offer the same as metered services.
- **AI Marketplaces:** The platform must feature AI marketplaces with pre-built AI models that are customizable and deployable across a variety of sectors. These marketplaces should offer a wide range of models and APIs ready for integration.
- **AI Agent Development:** The platform must enable the creation of AI agents that automate complex workflows and processes such as customer service, operational management, and real-time decision-making.
- **Machine Learning & Model Development Capabilities:**
 - The platform must offer extensible ML workbenches for developing machine learning models. Capabilities in deploying custom models for a variety of industries (e.g., predictive

analytics, anomaly detection, natural language processing)

- **Pre-built AI Models:**

- Preference will be given to platforms that have a library of pre-built AI models deployable for real-world use cases, such as fraud detection, customer behavior analysis, and supply chain optimization.

- **Data Visualization & Real-time Analytics:**

- The platform must support advanced data visualization tools and real-time analytics, enabling organizations to generate actionable insights through dynamic dashboards and reports.

- **DevOps for AI Applications:**

- Must demonstrate capability in end-to-end DevOps for AI applications, ensuring seamless deployment, security, and regular updates for AI projects. Integration of DevOps pipelines that ensure continuous improvement and monitoring is essential.

- **AI Services:**

- Integrated data management and data engineering services.
 - Model Tuning
 - Blockchain services
 - Payment integration services
 - Foundational models in computer vision, natural language processing and Generative AI

- **IPR and Patents:**

- Preference is given to the bidder who demonstrates granted and patent pending status of intellectual property (IP) and patents related to AI technologies.

- **AI Training and Capacity Building:**

- The applicant must commit to organizing AI training programs, workshops, and hackathons for users, researchers, and local talent. These initiatives should aim to enhance AI literacy and foster a community of AI innovators.

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 RailTel's e-Nivida portal only.

4.2 RailTel's Right to Accept/Reject responses

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

4.3 EOI response Document

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

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

4.4 Period of Validity of bids and Bid Currency

Bids shall remain valid for a period of **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 directly submission on e-Nivida portal/online transfer/ Bank guarantee 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 partner offer is selected for bidding, partner has to furnish Earnest Money Deposit (for balance amount as mentioned in the customer's Bid as and if applicable) for the bid to RailTel. 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 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 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 for the above referred tender

Technically suitable bidder with lowest (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.

The final bid for the tender will be prepared with inputs from the selected partner 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 BIDDER'S PROFILE

The bidder shall provide the information in the below table:

Sl. 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	

6 ELIGIBILITY CRITERIA FOR BIDDING BUSINESS PARTNER OF RAILTEL

The bidders should meet the below eligibility criterion to be eligible for empanelment process.

S No	Particulars	Documents Required
A)	General Conditions	
1	Bidder must be Empaneled Business associate/SI/MSP of RailTel	<ul style="list-style-type: none"> • Copy of Empanelment letter or application details for BA with RCIL • If bidder has applied for empanelment and issue of letter of empanelment is pending, then bidder has to submit proof of, payment of empanelment fee/EMD or acknowledgement letter of submission of empanelment documents
2	<p>Bidder(s) must be a Legal Entity i.e., a company incorporated in India under the Companies Act, 1956 or 2013</p> <p>OR</p> <p>LLP Act 2008/ Partnership Act, 1932. OR</p> <p>A partnership firm registered under Indian LLP act 2008. And subsequent amendments thereto.</p> <p>Bidder(s) must be Registered with the Income Tax (PAN) and GST Authorities in India with active status.</p> <p>In case of a consortium, these criterion needs to be met by all the members of consortium.</p>	<ul style="list-style-type: none"> • Certificate of Incorporation / Memorandum of Association (MoA) / Article of Association (AoA) • Certificate of Incorporation • GST registration certificate • PAN <p>In case of consortium, above documents need to be provided by all members of the consortium.</p>
3	Power of Attorney	Power of Attorney and Board Resolution in favour of one of its employees who will sign the Bid Documents to be submitted.
4	<p>Bidder shall submit the undertaking that their entity: -</p> <p>Has not been under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason as on date of bid submission.</p>	<p>Self-declaration duly signed by the authorized signatory on company letterhead as per Annexure-3</p> <p>In case of consortium, this declaration needs to be provided by primary partner on behalf of all the partners</p>

B)	Financial Conditions	
5	Partner should also have a positive net worth in the last 3 financial years i.e year ending (2020- 21, 2021-22 & 2022-23) or (2021-22, 2022-23 & 2023-24).	Positive Net Worth Certificate issued by the CA for the last three financial years (2020-21, 2021-22 & 2022-23) or (2021-22, 2022-23 & 2023-24). Certificate should contain UDIN no. issued by ICAI.
6	Bidder must have an average annual turnover of more than Rs.30 cr for last three financial years (2020- 21, 2021-22 & 2022-23) or (2021-22, 2022-23 & 2023-24). Further, the average annual turnover in the last three financial years (2020-21, 2021-22 & 2022-23) or (2021-22, 2022 & 2023-24) from cloud operations should be more than Rs 15 Cr	Copy of audited statement of account (P&L account & Balance Sheet) duly certified by CA along with CA certificate stating the turnover.
C)	Technical Conditions	
8	Bidder should be ready to roll-out all AI services from RailTel data centers.	Undertaking by the authorized signatory on Company's letter head the willingness to roll-out the AI services from RailTel Data Centres.
9	Bidder to confirm that they shall abide by Digital Personal Data Protection Act 2023 of Govt. of India, IT Act, and its amendments (carried out by Govt. of India from time to time.) and all other National and State laws of India	Bidder to submit signed and stamped copy of Application cover letter (Format as per Annexure – 1)
10	Bidder to confirm they adhere to the Technical Requirements outlined in Scope of Work - Section 3	All Bidders to submit signed and stamped copy of Scope Compliance (Format as per Annexure-13)
D)	Annexures	
11	Annexure 1	Application Cover letter
12	Annexure 2	The Bidder should agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is

		submitted.
		Self-certification duly signed by authorized signatory on company letter head.
13	Annexure 3	Self-declaration on Blacklisting
14	Annexure 3A	Declaration- OEM has not been blacklisted
15	Annexure 4	Format for Affidavit to be uploaded by partner with the tender documents.
16	Annexure 5	Non-disclosure agreement by partner with RailTel.
17	Annexure 6	MAF Format
18	Annexure 7	Self-declaration of not be under Ineligibility for corrupt and fraudulent practice
19	Annexure 8	Proposed Manpower Details
20	Annexure 9	Self-declaration - Land Border Clause
21	Annexure 10	Price Bid Letter
22	Annexure11	Price Bid Format
23	Annexure 12	Eligibility Criteria Compliance (as per customer RFP Annexure no 4)
24	Annexure-13	Scope Compliance (as per customer RFP Annexure no 5)

In addition to the eligibility criteria mentioned above,Bidder must have following mandatory technical capabilities –

7 EVALUATION CRITERIA

- 7.1 The Business Associates are first evaluated on the basis of the Eligibility Criteria as per clause 5 above.
- 7.2 The Business Associate (the bidder) will be selectedon the lowest quote (L-1) basis for complete ‘Scope of Work’ as mentioned in the EOI document and documents of technical specifications of CoR, subject to the respective overall bid is in compliance to the requirements of this EOI. The so selected partner will be termedas ‘Commercially Suitable Partner (hereafter referred to as ‘CSP’). It is re-mentioned, that the final selection of CSP will be on the L-1 basis only. Further, RailTel reserves the right tohave negotiation with

the CSP at any stage before issuing Work Order.

7.3 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.

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

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

8 PAYMENT TERMS

A. Payment will be made on receipt of payment to RailTel from customer as per following criteria

a) The payment will be made on back-to-back basis on submission of the following documents along with the Invoice:

- (i) Invoice in original and duplicate
- (ii) Delivery challan
- (iii) Inspection certificate
- (iv) Warranty certificate of the OEM/Authorized dealer.
- (v) Bidders Certificate of Dispatch
- (vi) E-way bill
- (vii) Copy of Purchase Order
- (viii) Insurance of the materials
- (ix) PAN, GST Registration Certificates

**** Any deduction/LD/Penalties levied by CoR on invoices of RailTel will be carried back-to- back in terms of value and will be deducted from partner's invoices or PBG.**

i. **Payment will only be released one GSTR-1 and GST-3B is filed by the bidder for claimed invoice**

- ii. **Last bills shall be settled after end of the contract period after adjusting all outstanding dues**
- iii. **No interest is payable on any amount whatsoever to the successful Bidder.**
- iv. **Final Costing and Reverse Auction:** The Bidder has to revise its cost during RA (if applicable). and the same will be considered as the final Bidding value of the EOI. The Work Order will be issued on the final negotiated rates after Reverse Auction (if applicable).

9 Bill Passing Authority: RailTel's authorised representative as mentioned in Work Order/Agreement

10 Bill Paying Authority: RailTel's authorised representative as mentioned in Work Order/Agreement.

11 SERVICE LEVEL AGREEMENT (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 in terms of value based on its scope of work.

12 Insurance:

The selected Partner agrees to take insurances to cover all the elements of the project under this EOI including but not limited to Manpower, Hardware, Software etc. as per CoR tender specified terms.

13 Liquidated Damages:

RailTel will levy the liquidated damages imposed by CoR to bidder on value terms back-to-back for the services/items under its SOR.

14 Delivery & Inspection:

- i. Delivery, Installation and Commissioning Period: 12 weeks from issue of LOI
- ii. All the material should be made available for Inspection by RailTel nominated person/agency
- iii. Charges for any 3rd party inspection should be under scope of Bidder.
- iv. Bidder will be custodian of all the material till installation and commissioning of system.

15 Other Conditions:

Bidder has to agree to comply with all scope of work and term and conditions including special term and condition, SLA and OEM technical & Financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP as mentioned below:

Tender Ref. No.	INDAI/6/2024-INDAI
Tender ID	2024_DIT_821591_1
Date of floating	16/10/2024
Floated on portal	https://eprocure.gov.in/eprocure/app

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

16 Annexures

Annexure 1: Application Cover Letter

(Original signed copy on company letterhead)

[Date]

To,

The Executive Director,
RailTel Corporation of India Ltd. 6A, 6th Floor,
Gumidelli Towers, Begumpet Airport Road,
Prakash Nagar Metro Station,
Begumpet, Hyderabad – 500016

Dear Sir,

Ref: Application for Empanelment of AI Cloud Service Offerings

Having examined the invitation, we, the undersigned, submit our response as below:

1. We agree to abide by this Application, consisting of this letter, with all the annexures, duly signed, valid for a period of 180 days from the submission date specified in this application document.
2. We hereby declare that all the information and statements in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
3. We understand that RailTel is not bound to accept every proposal that it may receive.
4. We hereby convey our acceptance to offer selected / all the “AI services on cloud “as defined in the scope of work. I/We are entitled to act on behalf of our company /corporation/firm/organization and are empowered to sign this document as well as such other documents, which may be required in this connection.
5. In case we are successfully empaneled, we confirm that we would accept any changes proposed in the empaneled rate chart by the Project Monitoring & Evaluation Committee (PMEC). If PMEC alters the empaneled rate chart, by either adding new services or removing existing ones, we confirm that we would abide with the same.
6. In case we are successfully empaneled , I/We as Bidder confirm that we and our consortium partner (in case of consortium) will comply with the IT Act 2000 (including 43A), Digital Personal Data Protection Act 2023 and amendments thereof; meet ever evolving Security Guidelines specified by CERT-IN and meet any security requirements published/notified (or to be published/notified) by RailTel or any standards body setup / recognized by Government of India from time to time.

7. I/We as Applicant do hereby undertake that there is absence of actual or potential conflict of interest on the part of our organization, our consortium partner (in case of consortium) or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with RailTel for this empanelment. I/We also confirm that there are no potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of our organization and our consortium partner to comply with the requirements as given in the application document. We undertake and agree to indemnify and hold RailTel harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees & fees of professionals, reasonably) by RailTel and/or its representatives, if any such conflict arises later.
8. We confirm that we comply with requisite infrastructure certifications as specified in Eligibility Criteria. The certifications requested shall remain valid for the entire empanelment period of three years. In case of a renewal during the empanelment period, I/We shall notify RailTel regarding the same. The data centres proposed by us for delivering these services would be in India.
9. The following persons will be the authorized representative of our company/ organization for all future correspondence between the RailTel and our organization.

Organization	Name: Address: Phone:
Primary Contact	Name: Title: Phone: Email:
Secondary Contact	Name: Title: Phone: Email:

Executive Contact	Name:
	Title:
	Phone:
	Email:

10. We fully understand that in the event of any change in our contact details, it is our responsibility to inform RailTel about the new details. We fully understand that RailTel shall not be responsible for non-receipt or non-delivery of any communication and/or any missing communication from RailTel to us, in the event that reasonable prior notice of any change in the authorized person(s) of the company is not provided to RailTel.
11. We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to RailTel is true, accurate, verifiable, and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead RailTel in its short-listing process.
12. We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading at any point of time, we are liable to be dismissed from the selection process or, in the event of our selection, our registration is liable to be terminated.
13. We agree for unconditional acceptance of all the terms and conditions set out in this application document. We hereby declare that in case our AI Services on cloud get empaneled, we shall acknowledge and accept the Letter of Intent of empanelment as per the requirements of the application document within 30 working days from the date of notice of award.
14. We agree that RailTel is not bound to accept any proposal that RailTel may receive from us. We also agree that you reserve the right in absolute sense to reject any or all of the products/ services specified in this application / proposal.
15. It is hereby confirmed that I/We are entitled to act on behalf of our company /corporation/firm/organization and empowered to sign this document as well as such other documents, which may be required for this engagement.

Dated this _____ Day of _____ Year

(Signature) (In the capacity of)

(Name)

Duly empaneled to sign the Tender Response for an on behalf of:

(Name and Address of Company) Seal/Stamp of Bidder

Witness Signature:

Witness Name:

Witness Address:

(Company Seal)

List of Enclosures:

A copy of the corporate sanctions / approvals /board resolution authorizing its entitled representative to sign/act/execute documents forming part of this proposal including various application documents and binding contract. Consortium declaration (as per Annexure 2) and consortium agreement / Letter of intent to execute consortium should be submitted in case of a consortium.

Annexure 2: Format for Self-Certificate & Undertaking (to be submitted by partner in case of consortium)

Self-Certificate (To be on company letter head)

Eol Reference No:

Date:

To,

The Executive Director,
RailTel Corporation of India Ltd. 6A, 6th Floor,
Gumidelli Towers, Begumpet Airport Road,
Prakash Nagar Metro Station,
Begumpet, Hyderabad – 500016

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 portion of work, then the same shall be executed by RailTel through third party or departmentally at the risk and cost of selected sole partner/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 partner 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 partner 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: Self-declaration on Blacklisting

(Self-declaration on Blacklisting from the Bidder On company letter head, signed by authorized signatory)

[Date]

To,
The Executive Director,
RailTel Corporation of India Ltd. 6A, 6th Floor,
Gumidelli Towers, Begumpet Airport Road,
Prakash Nagar Metro Station,
Begumpet, Hyderabad – 500016

Dear Sir,

Ref: Self-declaration on Blacklisting to be submitted by Bidder

I/ We <Bidder Name> hereby confirm that our Organization has not been under declaration of ineligibility for corrupt or fraudulent practices or blacklisted or debarred by any Department/ Agency/ PSU/ Organization of the Government of India or any State Government in India for non- satisfactory past performance, corrupt, fraudulent or any other unethical business practices as on date of bid submission.

OR

(In case of consortium)

I/ We <Bidder Name – Primary partner> hereby confirm that our Organization and our Consortium Partner(s), <All Secondary Partner names, separate by commas>, have not been under declaration of ineligibility for corrupt or fraudulent practices or blacklisted or debarred by any Department/ Agency/ PSU/ Organization of the Government of India or any State Government in India for non- satisfactory past performance, corrupt, fraudulent or any other unethical business practices as on date of bid submission.

Yours faithfully,

Authorized Signatory
(Primary Partner in case of consortium)
Designation

Annexure 3A : OEM has not been blacklisted

(To be submitted on the Letterhead of the responding agency)

To,

The Executive Director,
RailTel Corporation of India Ltd. 6A, 6th Floor,
Gumidelli Towers, Begumpet Airport Road,
Prakash Nagar Metro Station,
Begumpet, Hyderabad – 500016

RFP Notification no. & date

Subject: Self Declaration of Original Equipment Manufacturer (OEM) not been blacklisted in response to the RFP for “Empanelment of suitable agencies from the empaneled business associates for providing AI Services on Cloud”

Dear Sir/Madam,

We confirm that our company (OEM), _____, is not blacklisted in any manner whatsoever by any of the State/UT and/or central government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice. It is further certified that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Yours very

Truly, Place:

OEM's Company

Seal: Date:

Authorized Signatory's Signature

Annexure 4: Format of Affidavit (to be submitted by partner/each of the consortium partners)

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY SOLE PARTNER/ ALL CONSORTIUM PARTNERS
ALONGWITH THE EOI DOCUMENTS

(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.railtel.enivida.com. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the EOI document. In case of any discrepancy noticed at any stage i.e. evaluation of EOI, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the EOI by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.

7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of EOI, it shall lead to forfeiture of the EOI EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the BA)** _____ and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT
SEAL AND SIGNATURE
OF THE BA

VERIFICATION

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

DEPONENT
SEAL AND SIGNATURE
OF THE BA

Place:

Dated:

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

Annexure 5: Non-Disclosure Agreement (NDA) Format (to be submitted by partner/each of the consortium partners)

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this "**Agreement**") is made and entered into on this _____ day of _____, 2023 (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: MAF (Not Applicable)

((To be submitted on the Letterhead of the Manufacturer and duly signed by an authorized signatory) (This form has to be provided by the OEMs of all products proposed. Separate MAF's to be provided from OEM if same item has different parts from different OEM))

To The Ministry of Electronics and Information
Technology Electronics Niketan Annexe,
6 CGO Complex, Lodhi Road
New Delhi-110003
India

Ref: RFP No

Sub: Issue of the Manufacturer's Authorization Form (MAF) of RFP for "Empanelment of suitable agencies from the empanelled business associates for providing AI Services on Cloud"

Dear Sir,

We, (name and address of the manufacturer) who are established and reputed manufacturers of having factories at (addresses of manufacturing locations) do hereby authorize (name of the Bidders & address of the manufacturer) to bid, negotiate, and conclude the contract with you against the above-mentioned tender for the equipment manufactured by us.

We undertake to provide OEM Support / Warranty for the offered Software, as mentioned above, for Years.

We hereby confirm that the offered Software/Hardware is not declared as End-of-Service/ Support on the date of bid submission and comply with the technical specifications mentioned in this Tender.

Yours faithfully,

For and on behalf of M/s (Name of the

manufacturer) Signature Name: _____ Designation Address:

_____ Date: _____

Directorate Seal: _____

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it. The Bidder should complete the below given table with details of all OEMs as proposed for this assignment.

Item	Name of OEM and brand/ Make	Model no.

**Annexure 7: Self declaration of not be under Ineligibility for corrupt and
faudulent practice**

(To be submitted on the letterhead of the Bidder)

To

The Executive Director,
RailTel Corporation of India Ltd. 6A, 6th Floor,
Gumidelli Towers, Begumpet Airport Road,
Prakash Nagar Metro Station,
Begumpet, Hyderabad – 500016

Ref: RFP No

Sub: RFP for “Empanelment of suitable agencies from the empanelled business associates
for providing AI Services on Cloud”

Dear Sir/Madam, We have examined the RFP document, we, the undersigned, herewith submit
our RFP in response to your RFP no. _ dated _ for “Empanelment of suitable agencies from the
empanelled business associates for providing AI Services on Cloud”
in full conformity with the said RFP document.

- I. We have read the provisions of the RFP document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our RFP shall not be given effect to.
- II. We agree to abide by this RFP, consisting of this letter, the detailed response to the RFP and all attachments, for a period of 180 days from the date of submission of the bid.
- III. We would like to declare that we are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
- IV. We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.
- V. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.
- VI. We understand you are not bound to shortlist / accept any RFP you receive.

Sincerely,
Signature of Authorized Signatory and Seal of

the Bidder Name:

Designation:

Date:

Annexure 8: Proposed Manpower Details (Not Applicable)

Name of Staff with qualification and experience	Area of Expertise	Position Assigned	Task Assigned	Time committed for the engagement
Curriculum Vitae (CV) of Key Personnel:				
General Information				
Name of the person & Photograph				
Current Designation/Job Title				
Current job responsibilities				
Proposed Role in the Project				
Whether resource is engaged by the firm in its own payrolls	Yes/No			
Proposed Responsibilities in the Project				
Academic Qualifications: • Degree • Academic institution graduated from • Year of graduation • Specialization (if any) • Key achievements and other relevant information (if any)				
Professional Certifications				
Total number of years of experience				
Number of years with the current company				
Summary of the Professional / Domain Experience				
Summary of Projects undertaken/worked on (Only project name, client name, client contact details)				

<p>Details of Past assignment details (For each assignment provide details regarding name of organizations worked for, designation, responsibilities, tenure) Prior Professional Experience covering:</p> <p>Organizations worked for in the past</p> <ul style="list-style-type: none"> • Organization name • Duration and dates of entry and exit • Designation Location(s) • Key responsibilities <p>Prior project experience</p> <ul style="list-style-type: none"> • Project name • Client • Key project features in brief • Location of the project • Designation • Role • Responsibilities and activities • Duration of the project <p>Please provide only relevant projects.</p>				
Proficient in languages (Against each language listed indicate if speak/read/write)				

Signature of Authorized Signatory and Seal of
the Bidder

Name:

Designation:

Date:

Annexure 9: Land Border Clause Declaration

To,

The Executive Director,
RailTel Corporation of India Ltd. 6A, 6th Floor,
Gumidelli Towers, Begumpet Airport Road,
Prakash Nagar Metro Station,
Begumpet, Hyderabad – 500016

Tender Reference No. : _____

Sub: Undertaking of Rule 144 (xi) in the General Finance Rules (GFR)-2017 bearing reference number: F. No.6/18/2019-PPD dated 23.07.2020 published by Ministry of Finance, Dept. of Expenditure, Public Procurement Division.

Dear Sir,

We, _____ (Name/ Address) have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India. We certify that our quoted product and our company are not from such a country, or if from such a country, our quoted product and our company have been registered with competent authority. We hereby certify that these quoted products and our company fulfils all requirements in this regard and is eligible to be considered for procurement for Bid.

For _____

_____(Designation with seal)

Annexure 10: Price Bid Letter

To,

The Executive Director,
RailTel Corporation of India Ltd. 6A, 6th Floor,
Gumidelli Towers, Begumpet Airport Road,
Prakash Nagar Metro Station,
Begumpet, Hyderabad – 500016

Ref: RFP No

Subject: Submission of financial proposal of RFP for “Empanelment of suitable agencies from the empanelled business associates for providing AI Services on Cloud”

Dear Sir,

We, the undersigned, offer to provide the services as mentioned in the scope of work of the RFP dated [date]. Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Annexure 11: Price Bid Format**AI platform**

S.No.	Description of the AI platform	Market Price (in ₹ per month)	Bid Price (in ₹ per month)	URL of price published on the website
1				
2				
.....				

The AI platform would allow developer and operations teams design, develop, deploy and maintain the AI applications. Bidders are requested to provide the details of the features and services of the platform as described in Section 6 in the Description column of the table above.

Other AI services

S.No	Service Name	Service Group (Note1)	Service Description	Unit	List price per unit published for general public	URL of price published on the website	% discount offered for empanelment with AI (Note2)	Final Price per unit (Note3)
1								
2								
3								
....								
**	Any other service	Any other service	Any other service	-	-	-		-

Annexure 12: Eligibility Criteria Compliance

The Bidder's information should address the Eligibility criteria as specified in the Section 4.2 and should contain details of how the Bidder satisfies the Eligibility criteria. ~~In case of consortium, please provide the below details for both members of the consortium.~~

1. General Details of the Organization

This part must include a general background of the respondent organization **(limited to 400 words)** providing the details of the relevant services offered by the Organization.

2. Incorporation Details of the Organization

Incorporation details of the organization as per the format provided below. Enclose the mandatory supporting documents listed in format.

Details of the Organization	
Name of organization	
Nature of the legal status in India	
Legal status reference details	
Nature of business in India	
Date of Incorporation	
Date of Commencement of Business	
Address of the Headquarters	<<street and mailing addresses, phone, fax, and email>>
Address of the Registered Office in India	<<street and mailing addresses, phone, fax, and email>>
Address of the Data Center Facility	<<street and mailing addresses, phone, fax, and email>>
Location of SOC	
Location of NOC	
Other Relevant Information	
Mandatory Supporting Documents: Certificate of Incorporation from Registrar of Companies (ROC)	

3. Financial Details of the Organization

Financial details of the organization as per the format below. Enclose the mandatory supporting documents listed in form. **Only to be submitted for primary partner, in case of consortium**

Financial Information of <<Bidder>>			
In the previous three completed financial years	FY (1)	FY (2)	FY (3)
Net worth			
Net Worth (in INR Crores)			
Revenue			
Revenue from operations (in INR Crores)			
Other Relevant Information			
	Mandatory Supporting Documents: a. Auditor Certificate indicating the Net Worth and Revenue (last three completed financial years) from the Cloud / Data Centre hosting services or both at the time of submission of application to AI.		

4. Details of the AI Cloud Service Offerings (Actual or Proposed)

Details of the AI Cloud Service Offerings of <<Organization >>	
AI services on cloud are offered / to be offered by	Bidder Name
Actual / Proposed Start date of offering of the AI Platform & AI services oncloud availability plan, if AI services are in proposal stage)	Date, Month & Year
Conformance with respect to: The AI services on cloud offering shall provide for tools or capabilities that enable users to unilaterally provision / order, manage, and use the AI services on cloud. (Please provide a website / webpage with proposed list of tools / capabilities for managingAI services on cloud in case the proposed services are not available from Day 1)	<<Yes / No>>
The portal along with the service catalogue of the Bidder's current AI Cloud offerings. (Please enter link to webpage / website showing proposed set of AI services on cloud, in case you do not provide AI services on cloud presently)	
Other Relevant Information	

Annexure 13: Scope Compliance

Sr. No.	Requirements as specified in the Application	Comply (Y for Yes / N for No)	Details on how the offerings of the Successful bidders meets the requirement
1	Admin portal		
2	Service Provisioning		
3	Operational Management		
4	Data Management		
5	Security Management		
6	SLA Management		

Note:

Compliance: The Bidders must comply with the mandatory requirements as mentioned in the Annexure above, on the date of submission of the Application. If the Bidder complies with the mandatory requirements, the Bidder should enter a “Y” or “Yes” in the column.

Dated this _____ Day of _____ Year.

(Signature)

(In the capacity of)

(Name)

Duly empaneled to sign the Tender Response for and on

behalf of: (Name and Address of Company)

Seal/Stamp of

Bidder (Company

Seal) Designation:

Notes:

1. Bidders may add all the services that they would like to offer as part of this empanelment and group them under the following categories:

- a. Platform services
- b. Data services
- c. Document processing services
- d. Language Services
- e. Multi-format processing services
- f. Other AI services
- g. Any other service to be offered in future** – Bidder's to quote an overall discount percentage for any other service that may be utilized in the future that is not part of the discovered L1 rate list

Price bid instructions

- h. Bidders should ensure that all the columns are filled and suitable values are filled as per the indicative units provided in the table format.
- i. All prices should be quoted in Indian Rupees (INR)

Support services

In addition to service list, bidders shall provide a minimum of below listed support Services.

- 1 24x7 access to email, chat, and phone support for general guidance and to notify and register the incidents on cloud platform.
- 2 Response to provide within 1 hour for any kind of service / system outage.
- 3 Set-Up, provisioning, changes, updates of AI instances
- 4 Successful bidders shall be responsible for 24*7 monitoring and management of AI services which is hosting the various workloads including third party application etc. as per defined SLAs.
- 5 Successful bidders shall ensure that requests received are legitimate and have no implications for national security, sovereignty, or any other matter that could potentially compromise the nation's interests or well-being. They shall exercise due diligence and discretion in evaluating and fulfilling requests to uphold the highest standards of integrity and ethical conduct.
- 6 User Administration: Implement Identity and Access Management (IAM) that properly separates users by their identified roles and responsibilities, thereby establishing least privilege and ensuring that users have only the permissions necessary to perform their assigned tasks.
- 7 Implement multi-factor authentication (MFA).
- 8 Security Administration: Configure, monitor, and regularly review the security services / configurations for the workloads deployed on Cloud. Monitor the environment for unauthorized activity / access to the systems and conduct regular vulnerability scanning and penetration testing of

the systems.

- 9 Monitoring Performance and Service Levels: Provide and implement tools and processes for monitoring the availability of assigned applications, responding to system outages with troubleshooting activities designed to identify and mitigate operational issues.
- 10 MIS Reports: Successful bidders shall submit the reports on a regular basis in a mutually decided format

- Detailed item description and its specification may be referred from CoR Tender as:

Tender Ref. No.	INDAI/6/2024-INDAI
Tender ID	2024_DIT_821591_1
Date of floating	16/10/2024
Floated on portal	https://eprocure.gov.in/eprocure/app
