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**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

[www.railtel.in](http://www.railtel.in)

Invitation for Expression of Interest  
From

**RailTel's empanelled Business Partners**

For

**“Empanelment as Value Added Partner (VAP) to provide  
innovative Skill Development & Future Skills Training solutions to be hosted in RailTel's State  
of art Data Centre & PAN India**

**NLD/Broadband Network platform to provide unique Services & Solutions”**

EOI No: RailTel/SR/SC/Mktg/2025-26/EOI/020 Dt. 15/09/2025

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**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**

EOI No RailTel/SR/SC/Mktg/2025-26/EOI/020 Dt. 15/09/2025

RailTel Corporation of India Ltd., (hereafter referred to as RailTel) invites responses From RailTel's empanelled Business Partners For "Empanelment as Value Added Partner (VAP) to provide innovative Skill Development & Future Skills Training solutions to be hosted in RailTel's State of art Data Centre & PAN India NLD/Broadband Network platform to provide unique Services & Solutions"

The details are as under:

1	Date of EOI Floating	15-09-2025
2	Last date for submission of Bids against EOI	30-09-2025 10:30 Hours
3	Opening of Bids received against EOI	30-09-2025 10:45 Hours
4	Number of packets	Single Stage (Single Packet System)
5	EOI document cost inclusive tax (non-refundable)	Nil
6	Portal for Submission of bids	<a href="https://railtel.eNivida.com">https://railtel.eNivida.com</a>
7	EOI EMD	<p>5,00,000/- to be submitted along with the EOI in form of BG or in the form of Insurance Surety Bond or Payment through NEFT/RTGS or directly through e nivida portal.</p> <p>Advice of the Bank Guarantee (via SFMS IFN760COV) to be sent to advising bank (RailTel's Bank) through SFMS by the issuing Bank (Applicant's Bank),</p> <p>RailTel Corporation of India Limited Account No: 327301010373007, IFSC Code: UBINO805050, Bank Name: Union Bank of India, Branch address: Union Bank of India, RP Road Branch, Bungalow no 109, New No 1-7-252 to 254 Oxford Street, SD Road, Near Park Lane Center Secunderabad - 500003</p> <p>No exceptions to startups and MSMEs for EMD.</p>

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

Partner needs to share copy in case of EMD in form of BG & in case of online payment partner to share transfer details like UTR No. date and Bank along with the proposal.

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Eligible Partners 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. Rajneesh Ranjan Position: Asst. General Manager/Mktg/SR  
Email: rranjan@railtelindia.com Contact: +91- 9007041223

**Level:2 Contact:** Sh. Vikrant Kumar, Position: Jt. General Manager/Mktg/SR  
Email: vikrantk@railtelindia.com Contact: 9003144205



## SPECIAL CONDITIONS OF EOI

1. The EOI response is invited from RailTel's Empanelled Partners only.
2. Responsibility of getting valid Letter of Empanelment from RailTel will be responsibility of Partner. VAP empanelment letter will only be issued on submission of valid letter of empanelment from RailTel.
3. 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.
4. All the documents must be submitted with proper indexing and page no.
5. Consortium Not Allowed.
6. This is an exclusive EOI for VAP partnership arrangement with empanelled Partners of RailTel to provide innovative ICT solutions hosted in RailTel's State of art Data Centre & PAN India NLD/Broadband Network platform to provide unique Services & Solutions.
7. Empanelled partner's authorized signatory has to give an undertaking that they will not submit directly or indirectly their techno-commercial solution/association to any prospect after receipt of the VAP empanelment letter without written consent of RailTel. An undertaking in this regard has to be given with this EOI Response.
8. Selected partner will be responsible for facilitating RailTel to get/collect /prepare all the documentations related to the solution proposed.
9. Affidavit as per Annexure 4 and Power of Attorney should be submitted in original and hard copy against the EOI response at RailTel Regional Office (Southern Region, Hyderabad).





## **CHAPTER -1: INTRODUCTION**

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## 1.1 RAILTEL – INTRODUCTION

RailTel, a distinguished Nav-Ratna Central Public Sector Enterprise under Ministry of Railways, is recognised as one of the nation's most reliable end-to-end Telecom, IT, ICT, Railway Signalling solution provider. With a focus on excellence and innovation, RailTel has garnered unwavering trust as a partner in delivering cutting-edge services across sectors. RailTel is also working towards creating a knowledge society at multiple fronts and has been selected for implementation of various mission-mode projects for the Government of India in the telecom field. With a team of highly skilled and seasoned experts in Telecom, Signalling and IT, along with an extensive nationwide infrastructure, RailTel possesses the ability to deliver digital transformation services across the country and beyond border.

The ongoing wave of digitalisation is creating new prospects for companies like RailTel. In the specific context of the telecom sector, the advent of 5G is a significant growth factor. The demand for network and allied infrastructures is poised to propel RailTel's business forward. With our experience in setting-up and running Tier-3 Data Centres and cloud office, RailTel is implementing Data Centre services like cloud deployments for various customers. Thus by, leveraging RailTel's network infrastructure, data centres, security operation centre and in house capabilities, RailTel is helping in digitalisation by providing comprehensive ICT services. In essence, RailTel's goal is to be a supportive partner in guiding its customers through their Digital transformation endeavours.

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. 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).

RailTel's various operations are certified for, ISO 27001:2022-Certified for Information Security Management System, ISO 20000-1:2018-Certified for Information Technology Service Management System, ISO 9001:2015-Certified for Quality Management System, ISO 27017:2015 Certified for Information Security for Cloud Services, ISO 27018:2019-Certified for Data Privacy in Cloud Service, ISO 27033-Certified for Network Security, ISO 14001:2015-Certified for Environmental Management System Standard, ISO 17024:2012- Certified for Telecom Services, Railway Signalling & Telecom Training, Design Testing and Licensing Services and CMMI Maturity Level-4-Certified for Process Improvement. The RailTel's Data Centres are Tier-III (Design & Facility) certified.

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:

### **Carrier Services**

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

**Lease Line Services:** Available for granularities from E1 to multiple of Gigabit bandwidth & above

**Dark Fiber/Lambda:** Leasing to MSOs/Telco's along secured Right of Way of Railway tracks

**Co-location Services:** Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

### **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

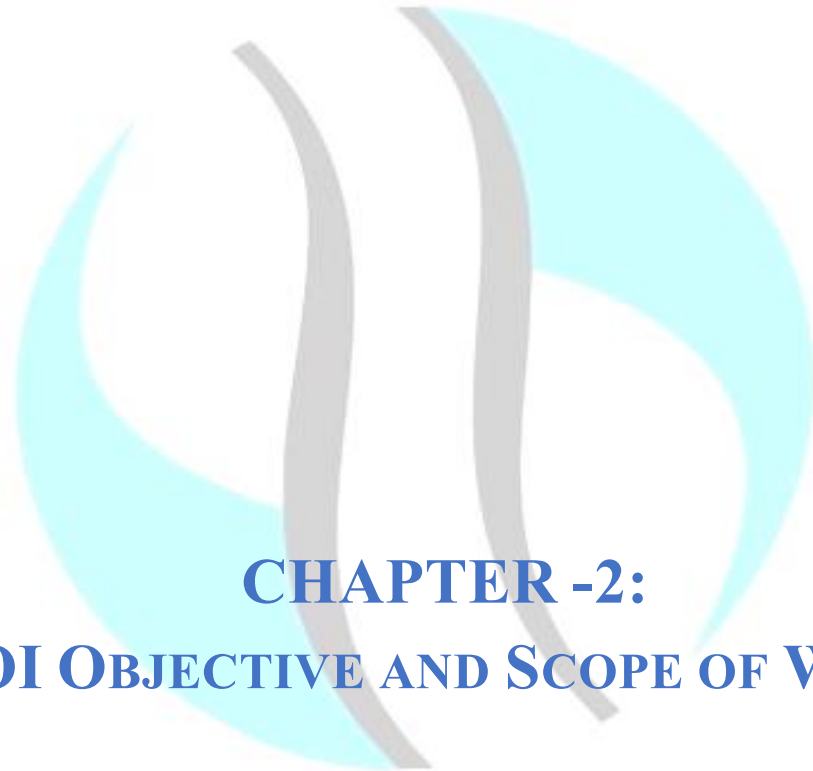
**Dedicated Internet Bandwidth:** Experience the "Always ON" internet connectivity at your fingertips in granularities 2 Mbps to several Gbps

**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.

**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.

**Retail Services – 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. 6 Lakh, subscribers on PAN Indian basis. RailTel can provide broadband service across– Government PSU or any organization's officers colonies and residences.

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## **CHAPTER -2: EOI OBJECTIVE AND SCOPE OF WORK**

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## 2.1 BACKGROUND AND OBJECTIVE OF EOI

- a) RailTel Corporation of India Ltd (**RailTel**) an ICT arm of Indian Railways has been in the forefront of building innovative platforms and solutions and vision to build range of Information and communication Technology (ICT) Services served from its Data Centre. In this regard RailTel intends to create a platform to tap into the acclaimed ICT capabilities and entrepreneurship available in India to solve problems in the Government, Public/Private Sector, Citizen Services, Health, Education Services, Railway related services etc.
- b) The intention of this EOI is to invite its empanelled Business partners with innovative solutions and services so as to find optimum solutions and create sustainable businesses.
- c) It is expected that Value Added Partner (VAP) will work with RailTel to acquire new businesses at VAP 's own cost and will make investments to execute such services on revenue sharing basis. RailTel is also open to the idea of utilizing the infrastructure of RailTel to rollout such services.

## 2.2 SCOPE OF WORK: BROAD TERMS OF EMPANELMENT

- a. Scope of Empanelled Partner includes end to end delivery and maintaining the Digital Services proposed to be hosted in RailTel's State of art Data Centre for SaaS Business Model For special project to be deployed at Client On Premise as One Time Perpetual Buy for the Software & hardware-based Video Conferencing MCU & Room Based Solution Devices.
- b. RailTel is looking for developing core capabilities through its already empanelled business partners (who will be called as Value Added Partner (VAP) for developing, securing and executing business created using ICT as vehicle for revolution) in contributing such services exploiting the strength of RailTel.
- c. The terms and conditions with the VAP in the individual contracts will be as per customer's contract terms and conditions. In cases where there is any conflict between the customers' requirements and the provisions mentioned in this EOI then the customers' requirements will prevail and will be settled between RailTel and VAP through mutual discussions.
- d. The SLA's (Service Level Agreements) as well as penalty will be on back-to-back basis. An adequate process of customer complaint resolution by the partner will be established on mutual discussions with RailTel.
- e. VAP shall bear all costs/ expenses pertaining to all statutory permissions/clearance from the competent Government Agencies/ Statutory Bodies and other Local bodies for setting up/operating the proposed empanelled services.
- f. The VAP shall not transfer its rights and obligations under this agreement to any other party. In case of a merger or amalgamation of VAP or RailTel with any other entity, the rights and obligations under this agreement will stand transferred to the merged entity.
- g. Co-Branded Service with the VAP can be considered on mutual discussion basis and formalities through signed agreement. The RailTel Branded Solution can be made available to Empanelled Business Associate / SI/ MSP / CP of RailTel for marketing to maximise the business reach.

- h. It must be noted that while all the information and data regarding this service, to the best of the RailTel's knowledge, accurate within the considerations of scoping the proposed contract, has been provided in this document and RailTel holds no responsibility for the accuracy of this information and it is the responsibility of the bidders to check the validity of data included in this document. Each bidder must conduct survey of the existing processes and make independent evaluation of the scope of work. No bidder can hold the Competent Authority responsible for non-understanding of the scope of work. The process is fully in public domain and no separate information shall be given to any bidder by the Competent Authority on this account.
- i. The prospective bidders are advised to acquaint themselves and are presumed to be fully aware of the local conditions of RailTel in general. No dispute regarding the local and surrounding conditions, geographical or political shall be entertained by the Competent Authority. The Competent Authority shall only endeavour to make the conditions as congenial and favourable for carrying out the Service as possible within its power and day to day affairs shall be managed by the selected bidder at their own cost and risk.

## 2.3 SCOPE OF WORK: DETAILED

### Scope Overview:

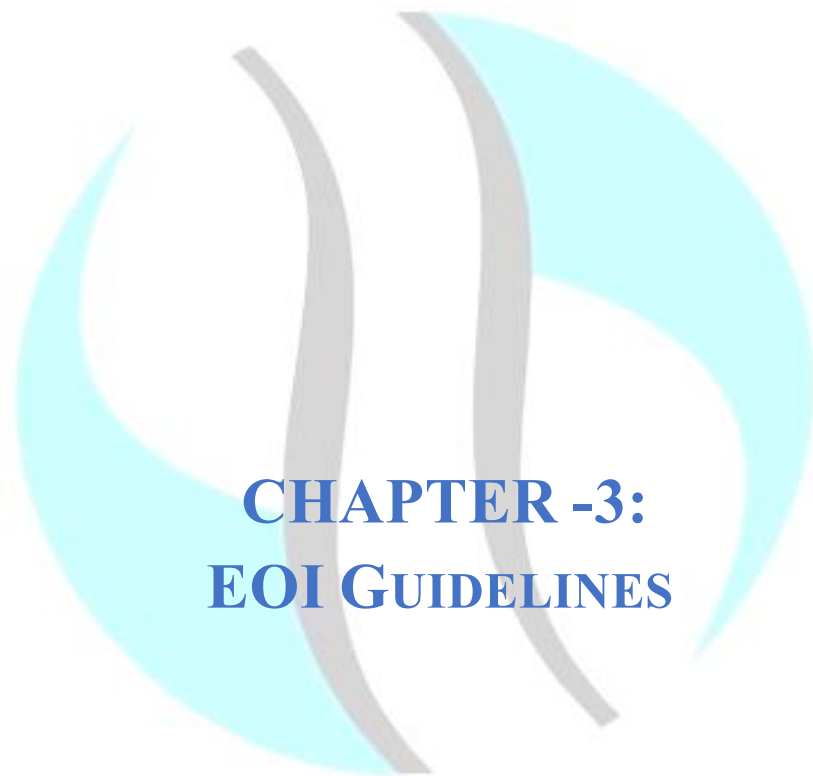
RailTel seeks to partner with a qualified RailTel's empanelled Business Associates to Design, develop and deliver training programs in emerging technologies including but not limited to:

- Artificial Intelligence (AI)
- Machine Learning
- Cybersecurity
- Cloud Computing
- Data Analytics
- 5G and Telecom Infrastructure
- VLSI

Execute training programs aligned with National Skill Qualification Framework (NSQF) and guidelines of Skill India Mission.

The solution must be hosted on **RailTel's Data Centre infrastructure** and adhere to all national cybersecurity and data privacy standards. RailTel will provide technology licenses to its end customers or internal departments as needed for specific projects. The solution may integrate various technology providers if required to meet the project's objectives.

The selected vendor will be responsible for the full lifecycle of the program, including design, development, deployment, and ongoing upgradation/maintenance.



## **CHAPTER -3: EOI GUIDELINES**

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### 3.1 EOI GUIDELINES

#### 3.1.1 Language of Proposals

The proposal and all correspondence and documents shall be written in English only.

#### 3.1.2 Submission of EOI:

**Format and Signing of EOI:** The applicant should prepare EOI strictly as desired in this Request for EOI document.

- EOI should be typed and submitted on A4 size paper, spirally and securely bound and with all pages therein in serial order.
- All pages of the EOI should be signed by only the authorized person(s) of the company/firm. Any interlineations, erases or overwriting will be rejected.
- The EOI should bear the rubber stamp of the applicant on each page except for the unamendable printed literature.
- Contact details of the authorized signatory and an authorized contact person on behalf of the applicant is to be provided as under:

Particulars	Authorized signatory for signing the EOI	Authorized Contact Person
Name		
Designation		
Email id		
Landline		
Mobile No.		
Fax No.		
Address		

- All the communication related to this EOI should be sent by the above authorized person(s). In case of emails the same should emanate from the above email IDs.
- The applicants should demonstrate in EOIs that they meet the parameters given in the EOI.
- Response to EOI for Empanelment of Value Added Partner from the applicant consist of following:
  - Documentary Evidence in support of eligibility criteria (active business partner empanelment letter).
  - Documentary Evidence in support of Evaluation Process.
  - Other documents as cited in the EOI.
  - Clause by Clause Compliance to Agree to abide by the terms and conditions contained in this Request for EOI document.

**3.1.3 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 partner or Partner or without any obligation to inform the affected partner or partners about the grounds for RailTel's action.

**3.1.4 EOI response Document**

The partner 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 partner's risk and may result in rejection of its bid without any further reference to the partner.

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

Partner has to agree to comply with all scope of work and terms and conditions including special terms and conditions.

**3.1.5 Bid Earnest Money (EMD)**

3.1.5.1 The Partner shall furnish a sum as given in EOI Notice via in the form of BG/DD/online transfer as given in EOI Notice.

3.1.5.2 Responses not accompanied with valid EOI Earnest Money Deposit **shall be summarily rejected.**

3.1.5.3 MSE Bidders are exempted for EMD under MSE Category

3.1.5.4 Return of EMD for unsuccessful Partners: EOI EMD of the unsuccessful Partner shall be returned without interest after completion of EOI process.

3.1.5.5 Return of EMD for successful Partner: EOI-EMD & Earnest Money Deposit (balance proportionate EMD) if applicable of the successful partner will be discharged / returned as promptly as possible and/or on receipt of Security Deposit/Performance Bank Guarantee as applicable.

3.1.5.6 Forfeiture of EOI EMD and/or Penal action as per EMD Declaration:

3.1.5.6.1 The EOI EMD may be forfeited and or penal action shall be initiated if a Partner withdraws his offer or modifies the terms and conditions of the offer/response during validity period.

3.1.5.6.2 In case of non-submission of SD/PBG lead to forfeiture of EOI EMD if applicable and or suitable action as prescribed in the EMD Declaration shall be initiated as applicable.

**3.2 Last date & time for Submission of EOI response**

EOI response must be submitted to RailTel at <https://railtel.enivida.com> specified in the preamble not later than the specified date and time mentioned in the preamble.

**3.3 Modification and/or Withdrawal of EOI response**

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

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

The successful Partner will not be allowed to withdraw or back out from the response commitments. In case of withdrawal or back out by the successful Partner, the Earnest Money

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Deposit shall be forfeited, and all interests/claims of such Partner shall be deemed as foreclosed.

RailTel may also consider for blacklisting of partner for 5 Years.

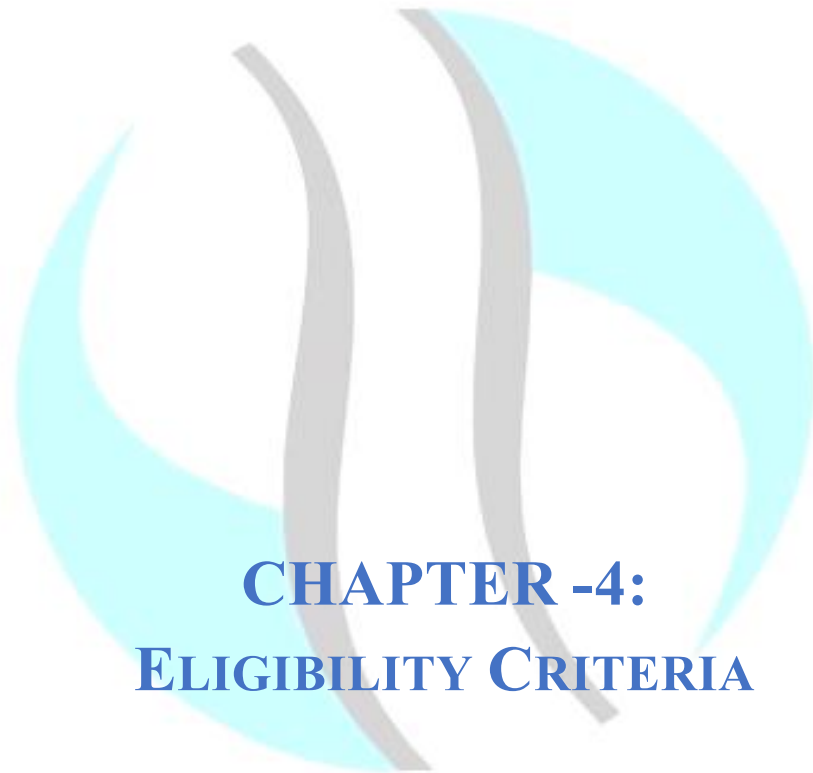
### **3.4 Clarification of EOI Response**

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

### **3.5 Period of Association/Validity of Agreement**

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





**CHAPTER -4:**  
**ELIGIBILITY CRITERIA**

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**4.1 Eligibility Criteria:**

The interested applicant who intends to participate in the EOI must fulfill following criterion mentioned below:


S No	Particulars	Documents Required
1	<p>Partner can submit their response as an individual organization or as Consortium. Maximum two parties are allowed in the consortium. In case of Consortium either of them should qualify for the criteria.</p> <p>Bidder/Lead member of Consortium Partner must be Empanelled Business Associate / SI/ MSP / CP of RailTel.</p>	<ul style="list-style-type: none"> <li>• Copy of valid Empanelment letter for BA/ SI/MSP/CP with RailTel</li> </ul>
2	<p>Partner 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>	<ul style="list-style-type: none"> <li>• Certificate of Incorporation</li> <li>• Memorandum of Association (MoA)</li> <li>• Article of Association (AoA)</li> <li>• GST registration certificate</li> <li>• PAN</li> </ul>
3	Power of Attorney	<p>Duly notarized Power of Attorney and Board Resolution in favor of Authorized Signatory who will sign the EoI Document.</p> <p>In case of consortium, all members will authorize through duly notarized Power of Attorney in favor of Authorized Signatory who will sign the EoI Document.</p>
4	<p>Partner 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>	Self-declaration duly signed by the authorized signatory on company letterhead.

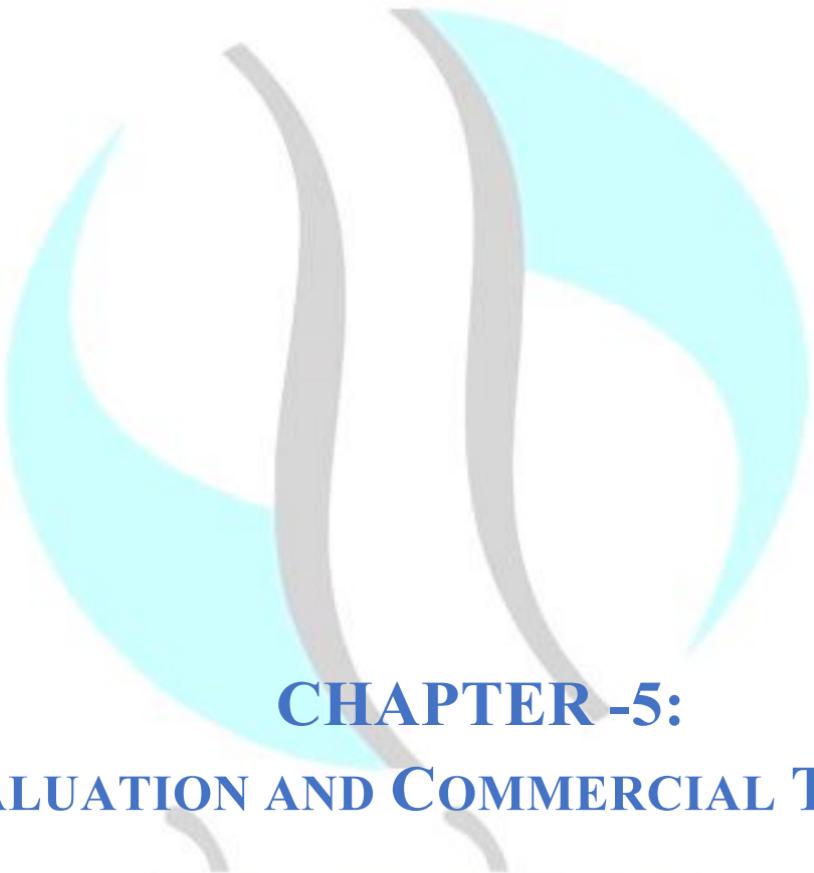
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5	The Partner should be an owner or authorized representative of IPR (Intellectual Property Rights)/Unique ICT Capabilities/Solution/Product/Services amenable as a Hosted Service or 'as a Service' in RailTel Data Centre.	Certification in support of owning/authorization of IPR (Intellectual Property Rights)/Unique ICT Capabilities/Solution/ Product/ Services
6	Partner should furnish a list of its Partners/Directors and a declaration that such Partners/Directors have no interest in any other respondent in respect of this EoI	Self-Declaration
7	The Bidder/any member of Consortium has provided Services to enterprise/retail customers/Telco/ISP/ Govt/ Institute for a period of at least 6 months	Attach work orders/Certificates specifying "completion" or "satisfactory work in progress" OR Reference Details on partner's letter head with contact details for reference.
8	Sole bidder/Lead bidder in case of consortium will be responsible for all the conditions mentioned in the scope of work.	Self-Declaration

- a. The Bidder shall submit necessary documentary proof showing that they meet the eligibility criteria along with their EOI bid. All documents submitted will also be self-attested by the person authorized by the business entity.
- b. Non-fulfilment of the above said criteria shall result in rejection of technical bids. Any rejected offer shall not be eligible for empanelment as VAP for RailTel. However, if the services are very unique and in RailTel's business interest, the criterion listed above can be waived off/relaxed by RailTel.
- c. RailTel shall sign definitive agreement with bidder/consortium in case RailTel's bid is successful.

**4.2 All the attached Annexures and Forms in Chapter 7 need to be submitted along with EOI response.**

  
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**CHAPTER -5:**  
**EVALUATION AND COMMERCIAL TERMS**

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**5.1 Evaluation Process:**

All eligible Bids who fulfil all the Eligibility Conditions of the EOI shall be further evaluated on a total score of 100. The evaluation matrix consisting of the following parameters for each indicated vertical:

S. No.	Evaluation Parameter	Score
I	Proposed Service Offering	40
II	Proposed Business Model	20
III	Solution Presentation	40
	Total	100

**A) Evaluation Criteria: (100 Marks)****I. Proposed Service Offering: 40 Marks**

S. No.	Parameter	Score	Max Score	Documentary Evidence Required
a)	Offered Service/Solution is in line with RailTel's Business Area of Operation (Data Center/ Digital Services /Broadband Services/ Video Conferencing Etc.) from last 5 years in India.	On scale of 1 to 10	10	Write up
b)	Offered Service /Solution - Uniqueness/Differentiation	On scale of 1 to 5	5	Write up
c)	Experience in Deployment of Proposed Digital Services (in last 3 years as on bid submission date)			
	More than 1,00,000 end customers/users	10	10	Commercial Work Order and Confirmation from client on letterhead confirming deployment.
	More than 50,000 end customers/users	7	7	
	More than 20,000 end customers/users	5	5	
	More than 10,000 end customers/users	3	3	
d)	Maturity of proposed Services: The proposed solution working commercially			
	If the proposed solution working commercially for two years and above	5	5	Documentary evidence/ Commercial Work Order and Confirmation from client on letter head confirming deployment.
	More than One Year but less than Two Years	3	3	
	More than Six months but less than One Year	2	2	
	If the proposed solution is commercially operated	1	1	

S. No.	Parameter	Score	Max Score	Documentary Evidence Required
e)	Offered Service /Solution Uniqueness/Differentiation	- On scale of 1 to 10	10	Write up

**II. Proposed Business Model: 20 Marks**

S. No.	Parameter	Score	Max Score	Documentary Evidence Required
a)	Comprehensiveness of the submitted Business Case for the VAP .	On scale of 1 to 10	10	Write up
b)	Projected Business Commitment in first Two years			
	More than 5 Cr & above	10	10	Self-declaration with supporting data.
	above 3 Cr but less than 5 Cr	7		
	above 1 Cr but less than 3 Cr	5		
	50 Lakh and above up to 1 Cr	3		

**III. Solution Presentation (Maximum Marks: 40)**

VAP Partner is required to provide a detailed presentation containing Service Offering, Business Model, Social Impact & Infrastructure support required from RailTel. The Time, date & venue of the proposed presentation shall be informed to the bidder separately. Broad Content of the presentation is as under:

S. No.	Content of Solution Presentation
<b>1</b>	<b>Company Background</b>
<b>2</b>	<b>Brief on Product/Solution Offering</b>
a)	Functionalities of the proposed solution/Services platform
b)	Uniqueness/Differentiation of the proposed solution/services
c)	Service Management Capabilities of the solution
d)	Application Architecture and System Design
e)	Minimum Technical Specifications of the proposed solution
f)	Target Segment/Market Research for the Solution/Services
<b>3</b>	<b>Commercial Model proposed by the VAP (i.e. Market Size, USP of Service, Current Market Price, Flexibility on proposed Selling price, revenue projections etc.)</b>
a)	Bidder is required to share the revenue model that they propose for RailTel including the total projected revenues.
b)	The Bidder shall propose the functional model for financial payouts (Income distribution, transactions, collections and payouts, timelines etc.)
c)	Social Impact if any
<b>4</b>	<b>Proposed Rollout plan</b>
a)	Maintenance and Support locations in India
b)	Sales and Distribution Channel capabilities

5	<p>RailTel would evaluate the commercial model based on the factors including:</p> <ul style="list-style-type: none"> <li>i) Projected revenue forecasts</li> <li>ii) Committed revenue for RailTel</li> <li>iii) Projected cost heads</li> <li>iv) Completeness of assumptions made for the commercial model</li> <li>v) Uniqueness and USP of the service</li> <li>vi) Social Impact</li> </ul>
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## 5.2 Payment Terms

- 5.2.1 Normally, RailTel shall not make any financial investments in the services acquired through VAP . The Goto Market Strategy and pricing of services will be done jointly with the VAP once the price is discovered.
- 5.2.2 The EOI is intended to empanel VAPs, enabling RailTel to respond swiftly to customer requirements. The empanelment does not guarantee immediate commercial engagement but facilitates readiness
- 5.2.3 The Payments due to the VAP 's (as per PO/WorkOrder) will be entirely **on back-to-back basis**:
- a) Payment will be made only after receipt of amount from the Customer
  - b) Payment will be made to the Partner within two weeks from the receipt of Invoice of the Partner
  - c) All other arrangements between RailTel and VAP will be on back to back basis and should be mutually agreed before delivery of the services to the customer.
- 5.2.4 RailTel reserves the right to adjust any amount due to RailTel and payable by partner to RailTel from the any payments due from RailTel and the Performance Bank Guarantee to RailTel.
- 5.2.5 Invoices should be submitted to RailTel on RailTel's BTS portal <https://bts.rcil.gov.in>
- 5.2.6 Documents list required at the time of payment/invoice submission by selected partner shall be: -
- Empanelment letter
  - Signed Agreement Copy
  - Original Invoice for the period claimed.
  - Certified Proof of Completion of Work from RailTel's Representative.
  - TDS declaration (Income Tax Declaration -TDS ON Software/Licenses Sales Under Notification No. 21/2012 [F.No.142/10/2012-SO (TPL)J S.O. 1323(E), Dated 13-6-2012).
  - PAN, GST Registration Certificates.

**##Any deduction/LD/Penalty levied by customer on RailTel will be deducted from Partner in value terms.**

**#Payment will only be released once proof of submission of GSTR-1 and GST-3B is submitted for claimed invoice.**

**#The last bills shall be settled after end of the contract period after adjusting all outstanding dues.**

**#No interest is payable on any amount whatsoever.**

## 5.3 Bill Passing Authority

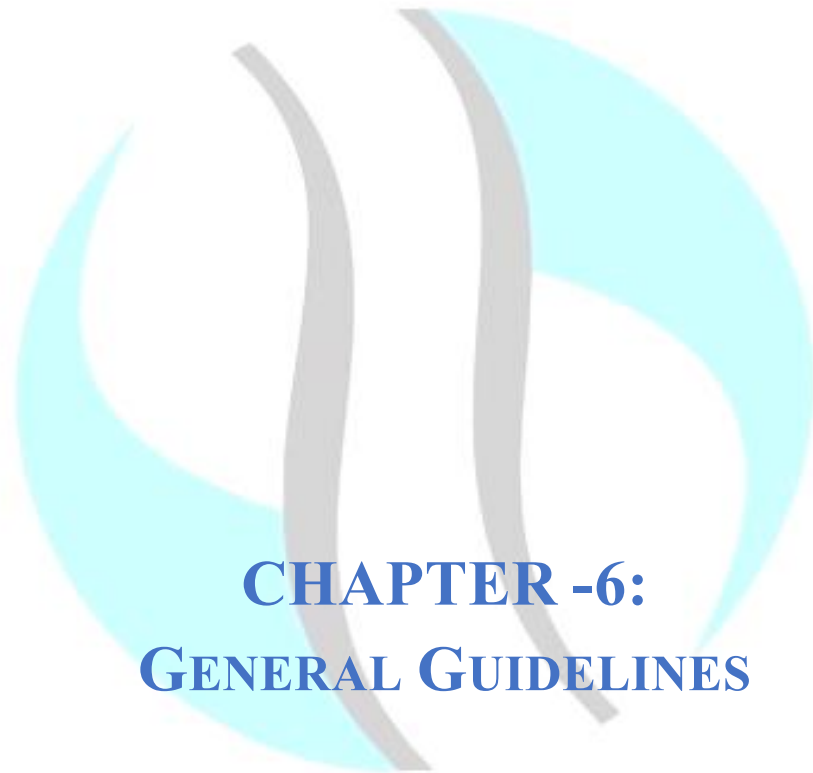
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RailTel's authorised representative as mentioned in Work Order/Agreement

#### **5.4 Bill Paying Authority**

RailTel's authorised representative as mentioned in Work Order/Agreement





## **CHAPTER -6: GENERAL GUIDELINES**

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### 6.1 Service Level Agreement (SLA)

The selected partner will be required to adhere to the SLA as given as per customer work order for given scope of work and the SLA breach penalty will be applicable back-to-back basis in value terms on the partner. The SLA scoring and penalty deduction mechanism for in-scope of work area shall be followed as specified in customer work order. Any deduction by Customer from RailTel payments on account of SLA breach which is attributable to Partner will be passed on to the Partner on back-to-back basis in terms of value based on its scope of work.

### 6.2 Performance Bank Guarantee (PBG)

The Partner shall furnish a Performance Bank Guarantee (PBG) upon receipt of the Work Order from the Customer pertaining to the solution defined under the scope of the Value Added Partnership (VAP) Agreement. The PBG shall be submitted as per the format and value specified in the respective Work Order and in alignment with the terms and conditions stipulated in this Agreement. The validity period of the PBG shall be more than one year, aligned with the implementation timeline and warranty/maintenance obligations, as applicable under the Customer's Work Order.

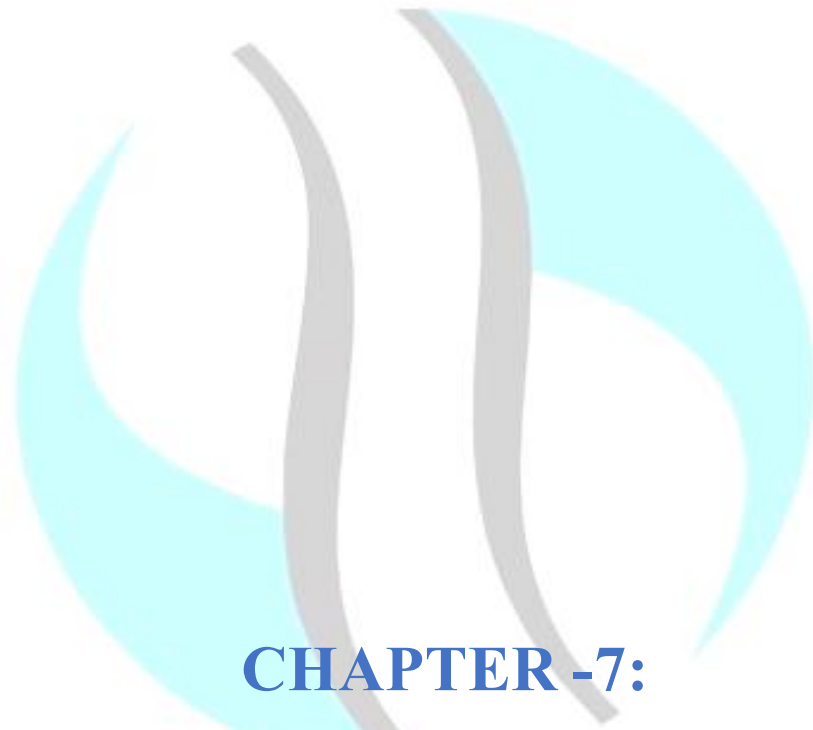
### 6.3 Insurance

The VAP needs to take insurances to cover all the elements of the work order received including but not limited to Manpower, Hardware, Software etc. as per End Customer specified terms.

### 6.4 Liquidity Damages (LD):

RailTel will levy the liquidated damages imposed by End Customer to partner on value terms back-to-back for the services/items under VAP 's scope.

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## **CHAPTER -7: ANNEXURES AND FORMS**

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**Annexure 1: BIDDER INFORMATION SHEET EMPANELMENT OF VALUE ADDED PARTNER (VAP)**

(To be submitted by sole bidder/all members of consortium)

S. No.	PART A	GENERAL INFORMATION
1.	Name of the company/ Agency/ Consortium	
2.	Type of Incorporation (individual or proprietorship firm, Limited Company/Private Limited Company / Partnership or LLP (Limited Liability Partnerships) / or a registered business entity)	
3	Year Incorporated	
4	Address for communication	
5	Name of Contact Person	
6	Designation	
7	Phone No.	
8	FAX NO.	
9	Mobile No.	
10	Email address	
<b>PART B1: Details of Eoi Document Fee</b>		
1	Amount of Draft	Rs
2	Issue Date	
3	D.D. No.	
4	Name of the bank	
5	Branch	
<b>PART B2: Details of EMD</b>		
1	Amount	Rs
2	Issue Date	
3	EMD No	
4	Name of the bank	
5	Branch	

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**Annexure 2: BIDDER APPLICATION DETAILS**

(To be submitted by sole bidder/all members of consortium)

Sl.No	Required Information	Documents to be attached in Annexure
1	Name and address of the Person Signing the document.	a) Power of Attorney attested by Notary or b) Copy of the board Resolution certified by the Company secretary for appointing the Power of Attorney or c) In case of consortium authorization on the letter head of the bidder / consortium as per Annexure.
2	Whether the company is individual or proprietorship firm, Limited Company/Private Limited Company / Partnership or LLP (Limited Liability Partnerships) / or a registered business entity.	a) Certificate of Incorporation b) Memorandum and Article of Associations c) Proof of Listing d) Partnership deed in case of partnership / LLP e) Latest Annual report
3	Name of the Directors with DIN Numbers	
4	Area of Business: IT/Networking company/ Telecommunication company etc.	
5	EOI cover letter- Bid Form	
6	Annual Turnover for last three years	Balance sheet, Profit & Loss Account & ITR for the last three financial Years
		It should be certified by the CA in letter head of the CA firm as per Annexure
7	GST Registration No.	Copy of GST Registration
8	Income TAX PAN No.	Copy of PAN/TAN
9	Bidder Bank details: Bank Name: Bank Account: IFSC Code:	
10	NIL Deviation Declaration	Self declaration.

**Signature:****Name:****Designation**

:

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**Annexure 3: Authorization On the Letterhead of the Bidder**

(To be submitted by sole bidder/all members of consortium)

**TO WHOMSOEVER IT MAY CONCERN**

This is to state that for the purpose of the **Expression of Interest for Empanelment of Value Added Partner**, we have hereby authorized Sh/Ms ..... working in capacity of ..... with M/s ..... to execute all documents on behalf of the company for the above said EOI.

Signature with seal:



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**Annexure 4: CA CERTIFICATE**

(To be submitted by sole bidder/all members of consortium)

**CA CERTIFICATE ON LETTER HEAD OF CA FIRM****TO WHOMSOEVER IT MAY CONCERN**

This is to state that upon perusal of books of accounts of  
M/s

....., it is stated that their turnover is as under:

	FY 20xx-xx	FY 20xx-xx	FY 20xx-xx
Turnover In Crores			

That the average turnover in the last three financial years or last two audited balance sheet and current year provisional balance sheet shows an average turnover of .....crores.

Signature of CA Firm With Seal

UDIN:

Note: Please also submit signed copy of the Audited Profit & Loss Account, Balance Sheet and Income Tax Returns (ITR) as downloaded from Income Tax website.

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**Annexure 5: EOI COVER LETTER – BID FORM**

(To be submitted by sole bidder/lead member of consortium)

COVERING LETTER (To be on company letter head)

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

REF: Expression of Interest for Empanelment of Value Added Partner (VAP)

Dear Sir,

1. I/We, the undersigned, having carefully examined the referred EOI offer to participate in the same, in full conformity with the said EOI **along with subsequent related corrigenda issued** and all the terms and conditions thereof.
2. We agree to abide by this Proposal, consisting of this letter, our Pre-qualification, Technical and Commercial Proposals, for a period of 90 days from the date fixed for submission of Proposals as stipulated in the EOI and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. I/ We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the VAP for the aforesaid Service, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
4. We have applied under..... **Category.**
5. I/We have enclosed towards Empanelment Processing Fees a Bankers Cheque / Demand Draft No. .... dated ..... drawn on ..... for Rs ...../- (Rupees ..... Only) that is applicable to the category under which this EOI response has been submitted and enclosed with this letter.
6. ***I/We have also enclosed towards Earnest Money Deposit a Bankers Cheque/ Demand Draft No. .... dated ..... drawn on .....for Rs ..... (Rupees ..... Only) and been enclosed with this letter.***
7. We undertake, if our Bid is accepted, to commence our services as per scope of work as specified in the contract document.
8. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
9. That Sh ..... working in the capacity of ..... on behalf of our Company / Consortium is hereby authorized to sign all EOI documents.

Signature  
 Name  
 Designation

**Annexure-6: Non-Disclosure Agreement (NDA) Format (to be submitted by sole bidder/all members in case of consortium)**

(To be submitted by sole bidder/all members of consortium)

**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 unauthorized 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. UNPUBLISHED 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:  
Title:

— Name:  
Title:

Witnesses

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\*\*\*\*\*END OF DOCUMENT\*\*\*\*\*

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