



RAILTEL CORPORATION OF INDIA LTD.

(A Govt. of India Enterprise)

Expression of Interest Document

For

Empanelment of OEM Partners

No: RCIL/ 2015-16/ DNM/ EoI/ 03

RailTel Corporation of India
Plot No 143, Sector 44,
Institutional Area, Opposite to Gold Souk,
Gurgaon, Haryana 122003

NOTICE

RailTel Corporation of India Ltd.
Plot No.-143, Sector 44,
Institutional Area,
Opposite to Gold Souk,
Gurgaon, Haryana 122003

EoI Notice No. RCIL/ 2015-16/ DNM/ EoI/ 03

RailTel Corporation of India Ltd., (hereafter referred to as RailTel) invites EOIs in sealed covers from the reputed firms, for empanelment of OEMs. The details are as under:

1	Downloading of EoI from RailTel's website	20 th April 2015
2	Submission of response to EoI	15 th May 2015 – 3:00 PM
3	Opening of EoI documents	15 th May 2015 – 3:00 pm
4	Number of copies to be submitted	2
5	Earnest Money Deposit (Refundable)	INR 1,00,000 (INR One Lakh Only)
6	EoI Fee	INR 5,000/- (Rupees Five Thousand Only)

All queries, if any, in connection with this EOI shall be sent to following officials (in word format) & hard copy by post to RailTel Corporation of India Limited, 143, Institutional Area, Sector-44, Gurgaon - 122003.

Prospective bidders are required to direct all communications related to this RFP, through the Nominated Point of Contact persons:

Contact : Abhay Verma
Position : Dy. Manager (Data Network and Marketing)
Email : abhay.verma@railtelindia.com
Telephone : +91 – 124-4497268/69
Fax : +91 – 124-4236084

In case of difficulties-

Contact : Kumar Bachchan
Position : Dy.Genral Manager (Data Network and Marketing)
Email : kbachchan@railtelindia.com
Telephone : +91 – 124-4497268/69
Fax : +91 – 124-4236084

Table of Contents

1	RailTel – Introduction	2
2	Scope of Work.....	3
2.1	Background.....	3
2.2	Indicative Categories for empanelment	3
2.3	Expectations from the empanelled partner(s)	4
3	Eligibility Criteria.....	4
4	Information to Applicants.....	6
4.1	Period of Empanelment	6
4.2	Earnest Money Deposit	6
4.3	Guideline for preparation of response to this EoI.....	7
4.4	Amendment to the information document.....	7
4.5	Confidentiality	7
4.6	Jurisdiction	7
4.7	Force Majeure Clause.....	8
5	Terms and Conditions.....	8
6	Annexure	10
6.1	Annexure 1: EoI Format.....	10
6.2	Annexure 2: Covering Letter Format	12
6.3	Abbreviations	13

1 RailTel – Introduction

RailTel Corporation of India Limited is a ISO 9001:2000 certified organization in Public Sector Undertaking under the Ministry of Railways, Govt. of India, and is a national telecom service provider having NLD, IP2 and ISP licenses and IP1 registration. The Corporation was formed in year 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 significantly contribute to realization of goals and objective of national telecom policy 1999.

It has built a nation-wide optical fiber network. RailTel's objective is to create a nation-wide broadband telecom and multimedia network.

RailTel is building state of the art multimedia telecom network using SDH/DWDM based transmission systems and high end MPLS-IP routers. RailTel has extensive expertise in building telecom networks. Moreover, RailTel draws its manpower from signal and telecom branch of Indian Railway which has been in the business of construction, operation and maintenance of telecom systems for more than 50 years.

RailTel has created countrywide state of the art SDH/DWDM backbone optical transport network using latest technology. More than 400 cities covering over 42,000 RKMs across the country are connected on the network with multiple STM-16 (n x 2.5 Gbps) connectivity. RailTel has also implemented ultra-high capacity DWDM network over 10,000 RKM to provide 400 Gbps which is further upgradable to 800 Gbps in future

One of the objectives of formation of RailTel was to spread telecom revolution in the remote and backward areas of the country by building state of the art multimedia network. In this process, RailTel has implemented country wide MPLS-IP backbone network to provide whole range of VPN & Internet services. The network has been built using high end routers. The network support services like Layer 3 and Layer 2 VPN services, broadband internet access, multicast services etc. The MPLS network has POPs at multiple cities across the country and is in process of being extended to several important cities/towns also. RailTel is now entrusted with transformational agenda by the Government of India with various strategic projects which are of national importance. Some of such projects are:

- 1 National Broad Band Network
- 2 National Knowledge Network
- 3 Alternative Network For National Security
- 4 Intelligent Network Infrastructure for Smart City Communications
- 5 Rural Broad Band
- 6 Citywide High Quality Gigabit Wi – Fi
- 7 National Infrastructure Disaster Response Management
- 8 Public Safety and Security
- 9 Technological Innovation and Invention

2 Scope of Work

2.1 Background

RailTel intends to expand its service portfolio and one of the potential means for such expansion is identified to be aggressive entering into the Project Business. The objective remains extending RailTel's market share into various technology offerings (such as Telepresence, GSM-R, Maintenance of SWAN, Cloud services, Content Delivery Platforms, Storage and Server, Telecom Networking, Data Center, Transmission Network, Data Network etc.,) and building up its formidable presence in telecom and IT industry in order to fulfill its objective of multi-fold growth in its turnover and profitability.

It is realized that such initiative would need an effective alliance with Original Equipment Manufacturers (OEMs) and Application Development firms to cross leverage respective strengths, for mutual business benefits. For the same an expression of interest (EoI) is sought from the eligible organizations for entering into suitable business alliance. Post empanelment of partners, RailTel will share suitable business opportunities with select partners for working in the appropriate model (consortium, joint bid, OEM support etc.).

2.2 Indicative Categories for empanelment

The following list is indicative of the categories for which RailTel desires to empanel organizations:

1. Hardware OEMs
 - a. Storage/ Servers
 - b. Network Equipment
 - c. Telecom Equipment
 - d. Infrastructure Equipment

2. Software OEMs
 - a. Licensed Software
 - b. COTS Application
 - c. Customized Application
 - d. License Management
3. Specific services providers
 - a. Content Delivery Network Services
 - b. Cloud Services
 - c. Datacenter Services
 - d. Surveillance Services
 - e. Video Conferencing Services

2.3 Expectations from the empanelled partner(s)

Since the alliance partner will be an important stakeholder in the specific project, following are the expectations from the partner:

1. The empanelled partner shall provide commercial and technical response within the timeline of the project (including technical capability, man-hours and other details).
2. The empanelled partner shall keep RailTel updated on its product and service portfolio. (i.e. any product/service is added/terminated/modified)
3. The empanelled partners shall provide pre-sales support to RailTel in responding to specific RFPs/Tenders etc.
4. The empanelled partner shall provide product demonstrations to RailTel or to the client/prospect.
5. The empanelled partner shall support RailTel in implementation of the project as agreed.
6. The empanelled partners shall abide by agreed terms and conditions for the complete period of empanelment.
7. The empanelled partner shall share leads for potential business opportunities for RailTel.
8. The empanelled partners shall inform RailTel about potential areas of completion with it or any possible conflict of interest.

3 Eligibility Criteria

The OEM may apply to empanel directly or through its authorized representative or through its authorized re-seller (one empanelment per OEM through either channels). Specific conditions of eligibility for empanelment are mentioned below.

S. No.	Pre-Qualification Criteria	Reference Details / Documentary Evidence
1	The applicant should be an OEM or ISV and be the owner of IPR for the equipment or software or its authorized representatives of such OEM or ISVs.	Certification in support of owning the product or equipment or authorization certificate.
2	The applicant should have a valid ISO 9001:2008/2013 or equivalent certification	Copy of certificate
3	The applicant should have an annual turnover of at least INR 100 Crore for the last 3 years as per the consolidated financial statements.	Copy of audited relevant financial statements for the entity or its global entity for the last 3 years
4	The applicant must have profitable operations for at least 2 of the last 3 years preceding the date of submission of EoI.	Copy of audited profit and loss statement for last 3 years
5	The applicant should be sole proprietary concern, partnership firm of a company registered with the Registrar of Firms/Registrar of Companies (as applicable)	Partnership Deed , Memorandum and Article of Association
6	The applicant should be an income – tax assessee having filed its income tax return for last 2 financial years.	State of Income Tax Return for last 2 years
7	The applicant should be an authorized dealer having VAT/Sales Tax registration.	Sales Tax/VAT Registration certificate / copies
8	The applicant should not have been blacklisted by any of the PSUs for the past 2 years.	Self-Declaration
9	The applicant must have undertaken /completed at least 2 assignments (in the category applied for empanelment) of INR 50 Lakhs and above in last 3 years.	Attach work orders/certificates specifying “completion” or “satisfactory work in progress” OR Reference Details on the applicant’s letter head with contact details for reference.

4 Information to Applicants

4.1 Period of Empanelment

The validity period of empanelment will be 3 years from the date of signing the contract for empanelment. The period of empanelment may be extended as mutually agreed between RailTel and the empanelled partner.

4.2 Earnest Money Deposit

1. The applicant for the empanelment shall furnish a sum of INR 1, 00,000/- (INR One Lakhs only) as earnest money in favor of RailTel Corporation of India Limited.
2. The applicants shall hold the offer open till such date as specified in this EoI. It being understood that that after submitting the response to this EoI, it will not back-out from his offer or modify the terms and conditions thereof. If the applicant fails to observe or comply with the foregoing stipulation, the aforesaid amount deposited as Earnest Money shall be liable to be forfeited by the RailTel.
3. The Earnest Money receipt shall be incorporated in the original copy of the EoI document. The Earnest Money should be furnished in the form of an Account Payee Demand Draft in favor of M/s RailTel Corporation of India Limited, New Delhi payable at New Delhi (India) from SBI or a Nationalized Bank or a schedule Commercial Bank operating in India.
4. The earnest money of unsuccessful applicant will save as herein before provided, be returned within reasonable time to the applicant however RailTel shall not be responsible for any loss or depreciation that may happen to the security for the due performance of the above stipulation to keep offer open for the period specified in the EoI documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.
5. If the EoI is accepted, the amount of Earnest Money will be held as security deposit for due and faithful fulfillment of contract or till the time the Contract Performance Guarantee (Security Deposit) as required and duly signed formal contract duly is received by the purchaser.
6. The EoI not accompanied by Earnest Money will be summarily rejected.
7. On receipt of Letter of Acceptance of EoI from RailTel, the applicant shall, within a period of 15 days, submit the security deposit of INR 5, 00,000 (INR Five Lakhs Only) in the form of Bank Guarantee from a scheduled commercial bank for the duration of the empanelment or extended period, if any, in favor of RailTel Corporation of India Limited. On receipt of BG, EMD will be refunded without any interest.

4.3 Guideline for preparation of response to this EoI

Applicants are requested to follow the below guidelines while preparing their responses to EoI.

1. The EoI should be in the format provided in Annexure 1. Any EoI not found responsive to the details mentioned in this document may be rejected.
2. The applicant is requested to review the response before submission as the submitted response shall be considered final and revisions may not be permitted, unless there are genuine reasons for such revision.

4.4 Amendment to the information document

RailTel may, for any reason, whether at their own initiative or in response to a clarification requested by an interested applicant, modify this document through amendment. In such case, the following rules will apply:

1. Any amendment shall be issued in writing through addenda.
2. Addenda shall be hosted on RailTel's website. Any Applicant who wishes to receive the addenda via email can send an email to the email address indicated in the Notice section requesting for the same.
3. Any such modification will overrule the original version and previously modified version.
4. RailTel, at its discretion, may extend the deadline for submission of EoI, after considering the materiality of the amendment.

4.5 Confidentiality

The empanelled OEM and their personnel will not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of RailTel or its clients without the prior written consent of RailTel.

4.6 Jurisdiction

The parties through respective signatories shall settle any dispute or disagreement with respect to performance, non-performance or defective performance of respective obligation amicably. In the event of disputes remaining unresolved, the parties shall refer the matter to a single arbitrator under arbitration law that may be applicable, whose appointment shall be done by Managing Director, RailTel Corporation of India Limited. The place of arbitration shall be New Delhi and the language used shall be English.

4.7 Force Majeure Clause

If at any time, during the continuance of this contract, the performance, in whole or part, by either party, of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, Civil Commotion, Sabotage, Fires, Floods, Earthquakes, explosions, strikes, epidemics, quarantine restrictions, lockouts, any statute, statutory rules/ regulations, order of requisitions issued by any Government Department or Competent Authority of acts of God (here-in-after referred to as event) then provided notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this Contract nor shall either party have any claim for damage against the other in respect of such non- performance or delay in performance, and the obligations under the Contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, PROVIDED FURTHER that if the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event beyond a period as mutually agreed to by the Railways and the Contractor after any event or 60 days in the absence of such an agreement whichever is more, either party may at its option terminate the Contract provided also that if the contract is so terminated under this clause the Railways may at the time of such termination take over from the Contractor at prices as provided for in the contract, all works executed or works under execution.

5 Terms and Conditions

- a) RailTel will enter into an agreement, incorporating technical specifications, financial conditions, service levels and related terms and conditions. The bidder needs to sign an NDA with RailTel as per RailTel's policy.
- b) RailTel reserves the right to accept or reject any or all application(s) without assigning any reason whatsoever. RailTel's decision in this regard shall be binding and final.
- c) If any of the information, furnished by the applicant, is found incorrect at a later stage, he shall be liable to be barred from participating in current and subsequent opportunities with RailTel. RailTel reserves the right to verify the particulars furnished by the applicant independently.
- d) If empanelled partner do not respond to the enquiries on three different occasion or express their inability to quote for enquiries, RailTel reserves the right to cancel its empanelment.
- e) Wherever required, specific MoU/agreement will be signed with respective partner for specific business opportunity (RFP/Tender/Bid).
- f) The applicant after submitting the response to this EoI, agree with RailTel for honoring all aspects of fair trade practices.

- g) The applicant shall bear all cost associated with the preparation and submission of the response to this EoI.

6 Annexure

6.1 Annexure 1: EoI Format

The response to the EoI needs should cover following and should reach RailTel before the submission deadline. RailTel reserves the right to reject any response received after the mentioned deadline.

1. The cover letter in the format mentioned in Annexure 2 should be part of the expression of interest being submitted.
2. Applicant must include the EoI fees and EMD demand drafts. Both demand drafts must be in the name of “RailTel Corporation of India Ltd.” payable at New Delhi. The amount of demand drafts for EMD to be submitted is mentioned in section 4.2.
3. The applicants need to provide all the reference details/documentary evidences required to fulfill the eligibility criteria as applicable. The applicant are expected to submit evidences to meet all the eligibility criteria mentioned in Section 3.
4. The applicants need to provide the details of the point of contact who shall be contacted from RailTel for any matter pertaining to the empanelment or the Tendering process in the future.

The format in which the details are to be furnished is mentioned below:

(PLEASE USE BLOCK LETTERS TO FILL THE TABLE BELOW)

DETAILS OF POINT OF CONTACT			
First Name		Last Name	
Designation			
Official Address			
Contact Number (Office Landline)			
Mobile Number			
Official Email ID			

5. Applicants required to fill the form given below which would capture the category(s) in which the applicant wants to get itself empanelled with RailTel Corporation of India Ltd. The form would also capture the applicant’s profile. The form is mentioned below:

6.2 Annexure 2: Covering Letter Format

COVERING LETTER

(to be on company letter head)

Offer Reference No: RCIL/ 2015-16/ DNM/ EoI/ 03

Date:

To,

EoI In-charge,
RailTel
RailTel Address,

Dear Sir,

SUB: Empanelment of OEM Partner

Having examined EoI document bearing the reference number RCIL/ 2015-16/ DNM/ EoI/ 03, dated 10/04/2015 released by your esteemed organization, we, undersigned, hereby acknowledge the receipt of the same and offer to empanel our organization as an OEM Partner in conformity with the said EoI.

If our offer is accepted, we undertake to abide by all the terms and conditions mentioned in the said EoI over the period of empanelment.

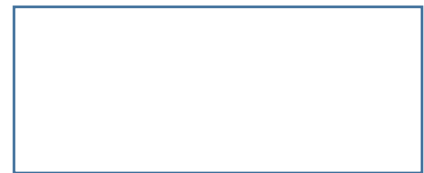
We have enclosed a demand draft in lieu of EMD for INR 1, 00,000/- (INR One Lakh Only) in favor of RailTel Corporation of India Ltd.

We hereby declare that all the information and supporting documents furnished as a part of our response to the said EOI, are true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us, our EoI is liable to be rejected.

Date:

Signature with seal –

(In the box)



Name: _____

Designation: _____

6.3 Abbreviations

S. No.	Abbreviation	Meaning
1	OEM	Original Equipment Manufacturer
2	EoI	Expression of Interest
3	NLD	National Long Distance
4	ISP	Internet Service Provider
5	QoS	Quality of Service
6	VAT	Value Added Tax
7	PSU	Public Sector Undertaking
8	MoU	Memorandum of Understanding
9	EMD	Earnest Money Deposit
10	SLA	Service Level Agreement
11	NDA	Non-Disclosure Agreement
12	POC	Point of Contact
13	BG	Bank Guarantee