



RAILTEL CORPORATION OF INDIA LIMITED

(A Navratna CPSE under Ministry of Railways)

EXPRESSION OF INTEREST

for Selection of Partner

for

Expression of Interest for Selection of Partner from Empaneled Business Associates

“Consultancy Services to assessment and technical peer review of the Bid Documents and rendering BID support & related assistance.”

EOI No: RailTel/EOI/CO/MKTG/Signalling/26-27/E-56146/01 | Dated: 03/06 2026

RAILTEL CORPORATION OF INDIA LIMITED

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

EOI NOTICE

EOI Notice No: : RailTel/EOI/CO/MKTG/Signalling/26-27/E-56146/01 Dated: 03/06 2026

RailTel Corporation of India Limited (hereinafter referred to as "RailTel") invites Expressions of Interest (EOI) for **For providing Consultancy Services to access and conduct a technical peer review of the Bid Documents prepared by Northern Railway and other assistance for the work.**

The details of the EOI are as under:

S.No.	Particulars	Details
1.	Last date and time for submission of EOI Response	18/06 2026 at [15:00] Hours
2.	Opening of EOI Responses	18/06 2026 at [15:30] Hours
3.	EOI Document Fees (Non-Refundable, inclusive of applicable taxes)	Rs.5900/- (Rs.Five Thousand Nine Hundred Only)
4.	EOI Earnest Money Deposit (EMD)	Rs.1,68,500/- (Rs. One Lacs Sixty Eight Thousand Five Hundred only)
5.	RailTels Bank Details for online transactions for EMD & Processing fees	(To be submitted via online bank transfer only). RailTel Bank Details: Union Bank of India, Account No. 340601010050446, IFSC Code - UBIN0534064. Partner needs to share the online payment transfer details like UTR No. date and Bank along with the proposal. ** This EMD is against RailTel's EOI. However separate EMD may be required in case the End customer demands the same in subsequent stages of the selection. The partner will require to submit the demanded EMD accordingly.
6..	Validity of EOI Response	90 days from the date of submission of EOI response
7.	Mode of Submission	Through RailTel's eNivida Portal www.railtel.enivida.com All interested partners please note that this is a 'Single Packet Single Envelope Bid Submission'. EOI response submitted through any other mode will not be accepted.
8.	End Customer ToR Reference	Terms of Reference (ToR) (Annexure-10 to this EOI)

Contact Details / Nominated Points of Contact

Eligible bidders are required to direct all communications related to this EOI through the following Nominated Points of Contact:

Level	Name	Designation	Email
Level 1	Sumit Srivastava	Asst. General Manager	sumitsrivastava@railtelindia.in
Level 2	Nagendra Singh	JGM/Mktg	nagendrasingh101@railtelindia.com

Important Notes

1. The EOI response is invited from eligible and qualified partners. Bidder must meet the eligibility criteria specified in this EOI document as on the date of bid submission.
2. All documents must be submitted with proper indexing and page numbering.
3. This is an non-exclusive partnership/teaming arrangement for submitting a techno-commercial proposal against the end customer's ToR and as prescribed by end customer at later stage. The selected partner's authorized signatory shall undertake not to submit – directly or indirectly – any proposal with any other entity for this project, once selected in this EOI.
4. Partner/Bidder can submit their EOI response as a sole bidder only. Joint Venture (JV) or Consortium bids are not eligible for this EOI.
5. Transfer and Sub-letting: The selected Partner has no right to give, bargain, sell, assign or sublet or otherwise dispose of the arrangement or any part thereof to any third party without prior approval of RailTe;.
6. All pages of this EOI document must be signed by the bidder and submitted along with the EOI response.
7. RailTel reserves the right to cancel this EOI or accept/reject any response at any time without assigning any reason.

1. Introduction About RailTel Corporation of India Limited

RailTel Corporation of India Ltd (RailTel) is one of the largest neutral telecom infrastructure providers in the country owning a Pan-India optic fibre network on exclusive Right of Way (ROW) along Railway track. The OFC network presently reaches to over 4500 towns & cities of the country including several rural areas. With its Pan India high-capacity network, RailTel is working towards creating a knowledge society at various fronts.

Equipped with an ISO 9001, 20000-1:2011 & 27000 certification, RailTel offers a wide gamut of managed telecom services including Managed lease lines, Tower colocation, MPLS based IP-VPN, Internet, Data Centre services, NGN based voice carriage services to Telecom Operators, Dark fibre leasing to MSOs/LCOs. RailTel being a "Navratna" PSU is steaming ahead in the enterprise and government segment with value-added services and system integration capabilities.

2. Objective of EOI

EOI is floated to select the suitable partner having vast experience in providing consultancy services to railways for signaling tenders/ works from empaneled RailTels Business Associates.

RailTel intends to provide the consultancy service to railways for signaling tender procedures with suitable business associate.

3. Scope of Work:

The objective of this EoI is to select a capable partner from RailTel's empanelled partner's to provide the only consultancy services to **Northern Railway with access and conduct a technical peer review of the Bid Documents prepared by Northern Railway and other assistance as per attached TOR. The scope includes to review the following work:**

- A) Work of Signalling System is envisaged at New Delhi on Design, Build and Maintain (DBM) basis with CMC period of 15 years (inclusive of DLP period of 2 years). The work (hereinafter referred to as "Project") will include providing Electronic Interlocking (RDSO approved), track detection system including Multi Section Digital Axle Counters, UPS based power supply system, outdoor infra including cable laying, IOT based health monitoring system, Fire alarm and suppression systems, Asset management system, Online Fiber monitoring system, GPS tracking, inter alia.

In this regard, the objective of this assignment is to engage a Consultant to assess, conduct technical peer review, provide feedback on the Bid Documents prepared by Northern Railway ("NR") and to provide bid support for Tender.

Detailed Scope of Work is as below:

1. To review suitability of tender framework and bid documents for work of Electronic Interlocking (EI) in a high-density yard, ensuring alignment with RAMS principles and established industry practices.
2. To ensure inclusion of compliance requirements with applicable standards and guidelines, including RDSO, IRSEM, relevant CENELEC standards (EN 50126/28/29), and procurement provisions in the bid documents.
3. To review Design-Build-Maintain (DBM) framework, including maintenance philosophy, lifecycle approach, roles and responsibilities, OEM accountability, and obsolescence management in the bid documents.
4. To review performance parameters such as availability, MTBF/MTTR, and KPI-linked

payment mechanisms specified in the bid documents.

5. To review bid documents for commercial and contractual provisions, including risk allocation, payment terms, performance securities, and dispute resolution mechanisms, with a view to improving clarity and balance.
6. To review responses of pre-bid queries prepared by Indian Railways during pre-bid stage for effective clarification of queries from prospective bidders.
7. To promote a balanced approach towards risk identification and mitigation, particularly for long-term maintenance (15 years) under DBM contracts.
8. To review the identification & selection process of Independent Safety Assessor (ISA) for validation of safety, system design, and compliance requirements.
9. To ensure that the tender documents are technically sound, commercially balanced, clearly defined, and aligned with accepted best practices.
10. To review bid eligibility and evaluation criteria to ensure transparency, fairness, and adequate competition.

4. Response to EOI – Guidelines

4.1 Language of Proposals

The bid prepared by the interested partner and all correspondence and documents relating to the bids exchanged by the bidder and RailTel, shall be written in English Language, provided that any printed literature furnished by the Bidder in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Authorised Signatory of the interested partner.

4.2 RailTel's Right to Accept / Reject

RailTel reserves the right to accept or reject any response, annul the EOI process, or reject all responses at any time prior to selecting a partner, without incurring any liability to the affected bidder, and without any obligation to inform the bidder about the grounds for action.

4.3 EOI Response Document

The bidder is expected to examine all instructions, forms, terms, conditions, and technical specifications in this EOI document. Submission of responses not substantially responsive to this EOI in every aspect will be at the bidder's risk and may result in rejection. All pages of this EOI document shall be signed by the authorized signatory of the bidder and submitted along with the response.

4.4 Period of Validity of EOI Response

EOI responses shall remain valid for a period of **90 days** from the EOI response submission deadline.

4.5 EOI Earnest Money Deposit (EMD)

EMD for this EOI is Rs.1,68,500/- (Rs. One Lac Sixty Eight Thousand and Five Hundred Only). No Earnest Money Deposit is required to be submitted along with the EOI response.

4.6 Performance Bank Guarantee (PBG)

No PBG shall be required at the EOI stage. However, in the event RailTel is awarded the end project by the end customer and if full contract is executed with the selected partner, the PBG requirements shall be @ 10% of the contract value and validity shall be on back-to-back basis with the end customer's contract conditions.

4.7 Last Date & Time for Submission of EOI Response

EOI responses must be submitted not later than the date and time mentioned in the EOI Notice or revised timeline through issued corrigendum(s).

4.8 Modification and/or Withdrawal of EOI Response

An EOI response once submitted shall be treated as final and no modifications shall be permitted except with the consent of RailTel. No bidder shall be allowed to withdraw the response after the last date and time for submission.

4.9 Clarification of EOI Response

To assist in examination and evaluation, RailTel may, at its discretion, ask the bidder for clarifications. The response shall be in writing. No change in price or substance of the EOI response shall be permitted.

4.10 Period of Association / Validity of Agreement

RailTel will enter into a Partnership Agreement with the selected bidder with detailed terms and conditions on receipt of the order from end customer. Any extension by the end customer beyond the contract period shall be discussed and operated separately.

4.11 Right to Terminate the Process

RailTel may terminate the EOI process at any time without assigning any reason. RailTel makes no commitments, express or implied, that this process will result in a business transaction with anyone. This EOI does not constitute an offer by RailTel. The interested partner's participation in this process may result in RailTel selecting the partner to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by RailTel to execute a contract or to continue negotiations. RailTel may terminate negotiations at any time without assigning any reason.

4.12 Bid Validity Period

4.12.1. Bid of interested partners shall remain valid for 90 days from the date of submission of EOI as mentioned in this document.

4.12.2. RailTel may request for an extension of the period of validity. The request and the responses thereto shall be made in writing through e-mail communication only.

4.13 Amendment to EOI Document

4.13.1. At any time prior to the deadline for submission of bids, RailTel may, for any reason, modify the EOI document by an amendment. All amendments made in the document would be informed by displaying on RailTel's website/portal only. The interested partners are advised to visit the RailTel website/portal on a regular basis for checking necessary updates. RailTel also reserves the rights to amend the dates mentioned in this EOI for the bid process.

4.13.2. All Changes/All corrigenda/Addendums issued by the end customer shall be applicable to the bidder unconditionally.

4.14 Proposal Preparation and Submission Cost

The interested partner is responsible for all costs incurred in connection with participation in this EOI process, including but not limited to cost incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by RailTel to facilitate the evaluation process or all such activities related to the bid process. RailTel will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

5. Eligibility Criteria for Participating Consulting Firms / Engineering Organizations

Bidders responding to this EOI must demonstrate domain competence and organizational eligibility relevant to Signalling Consultancy services. The minimum eligibility requirements are as follows:

S.N.	Eligibility Criterion	Specific Requirement	Documentary Evidence Required
1.	Empanelment with RailTel	The bidder should be an empanelled partner of RailTel	Valid Empanelment Certificate issued by RailTel.
2.	Legal Entity	The bidder shall be a business entity incorporated under the Companies Act 1956/2013	Certificate of Incorporation, PAN Card; GST Registration Certificate
3.	Turnover & Net worth	Minimum Average Annual Turnover of INR 2.52 Cr from consultancy services in last three financial years FY 2022-23, FY2023-2024 and FY 2024-25. Bidder should have positive networth as on 31.03.2025 & profitable in last three financial years.	Certificate issued by CA with UDIN number
4.	Domain Experience – Consultancy services for Railway Signalling Projects at Tender Document level	The Bidder should have executed consultancy project/ services in railway signalling works to Railways or railway PSU's in India in last 5 years preceding bid due date, with order value not less than: - i) One order of minimum Rs. 1.01 Crore or, ii) Two orders of minimum Rs. 63.37 lacs each or, iii) Three orders of minimum Rs. 50.55 lacs each.	Copies of Work Orders/Contract Agreements; Completion Certificates from customers or payment receipt along with the invoices and CA certificates.
5.	Technical Manpower	The bidder shall propose a team that includes at minimum: (a) 2 x Engineer with M.E./M.Tech. or B.E./B.Tech. (Electronics Engg/ Electrical Engg) with minimum 5 years' experience in railway signalling works	CVs of proposed key personnel; HR certificate confirming employment.
6.	Non-Blacklisting Ineligibility Declaration	The bidder should not have been blacklisted or declared ineligible by the Government of India, any State Government, Central/State Ministry, PSUs, or any autonomous body in India.	Self-declaration on bidder's letterhead, duly signed by authorized signatory.
7.	No Insolvency Bankruptcy	The bidder should not have any proceedings for insolvency or bankruptcy initiated or pending against it under any applicable laws.	Self-declaration on bidder's letterhead, duly signed by authorized signatory.

8.	Power of Attorney	Power of Attorney: A power of attorney / Board resolution in the name of the person signing the bid.	Copy of Power of Attorney (on non-judicial stamp paper of Rs. 100)/ Board resolution copy duly notarized.
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Bidder who had submitted all the complied document as per the requirement of EOI shall be considered for evaluation of the price bid.

6. Duration of Contract Period

The engagement of the selected Partner under this EOI shall remain active upto the completion of the scope of work or as defined by railways during execution.

7. 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 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.

8. Payment Terms

The selected partner shall be entitled to payment only in the event that Railways engages RailTel for the said consultancy work. Payment to the selected partner shall be made only after receipt of the corresponding payment by RailTel from Railways for the consultancy services rendered on back to back basis.

9. SLA

Any LD/Penalty in noncompliance to the contract shall be imposed on back to back basis.

10. Variation in Contract

Variation in quantity/value may be operated during the period of validity of the agreement with the approval of competent authority with similar terms and procedures as specified in the agreement with the end customer or EOI on a back-to-back basis and will be governed by customer requirements.

11. Limitation of Liability towards RailTel

The SELECTED BIDDER's liability under the contract shall be determined as per the Law in force for the time being. The SELECTED BIDDER shall be liable to RailTel for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the SELECTED BIDDER and its employees (direct or indirect), including loss caused to RailTel on account of defect in deliverables or deficiency in services on the part of the SELECTED BIDDER or its agents. However, such liability of the SELECTED BIDDER shall not exceed the total value of the contract. This limit shall not apply to damages for bodily injury (including death) and damage to real estate property and tangible personal property for which the SELECTED BIDDER is legally liable.

12. Insurance

Not Applicable

13. Suspension, Revocation or Termination of Contract / Agreement

13.1. RailTel reserves the right to suspend the operation of the contract/agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities. In such a situation, RailTel shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the contract/agreement will not be a cause or ground for extension of the period of the contract/agreement and the suspension period will be counted as time spent.

13.2. RailTel may, without prejudice to any other remedy available for the breach of any conditions of agreements, by a written notice of Thirty (30) days issued to the SELECTED BIDDER, terminate or suspend the contract/agreement under any of the following circumstances:

- a. The SELECTED BIDDER failing to perform any obligation(s) under the contract/agreement.
- b. The SELECTED BIDDER failing to rectify, within the time prescribed, any defect as may be pointed out by RailTel.
- c. Non-adherence to timelines or quality of deliverables as committed by the partner.
- d. The SELECTED BIDDER going into liquidation or ordered to be wound up by a competent authority.

14. Dispute Settlement

14.1. In case of any dispute concerning the contract/agreement, both the SELECTED BIDDER and RailTel shall try to settle the same amicably through mutual discussion/negotiations. Any unsettled dispute shall be settled in terms of the Indian Arbitration and Conciliation Act, 1996 or any amendment thereof. Place of Arbitration shall be New Delhi.

14.2. The arbitral tribunal shall consist of a Sole Arbitrator, to be appointed by the Chairman & Managing Director (CMD) of RailTel Corporation of India Ltd. All arbitration proceedings shall be conducted in English.

15. Statutory Compliance

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

15.2. The Bidder shall comply and ensure strict compliance by their employees and agents of all applicable Central, State, Municipal and Local laws and Regulations and undertake to indemnify RailTel from and against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule, including but not limited to claims under the Employees Compensation Act, 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Contract Labour (Abolition and Regulation) Act 1970, Minimum Wages Act, and Labour Laws as may be amended or any new act brought in force.

16. Rights to Accept / Reject any or all EOI Responses

16.1. RailTel reserves the right to accept or reject any EOI Response, and to annul the bidding process and reject all Bids at any time prior to award of the Contract, without thereby incurring any liability to the affected interested partner(s), or any obligation to inform the affected Bidders of the ground for RailTel's action.

17. Governing Laws

17.1. The contract shall be interpreted in accordance with the laws of India. The courts at New Delhi shall have exclusive jurisdiction to entertain and try all matters arising out of this contract.

18. Intellectual Property Rights

Not Applicable

19. Severability

In the event any provision of this EOI and subsequent contract with the SELECTED BIDDER is held invalid or not enforceable by a court of competent jurisdiction, such provision shall be considered separately and such determination shall not invalidate the other provisions of the contract and Annexures which will be in full force and effect.

20. Force Majeure

20.1. If during the contract period, the performance in whole or in part, by either party, of any obligation under this contract is prevented or delayed by reason beyond the control of the parties including war, hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts, fire, floods, earthquakes, natural calamities or any act of God (hereinafter referred to as "EVENT"), provided notice of happenings of any such event is given by the affected party to the other within twenty-one (21) days from the date of occurrence thereof, neither party shall have any claim for damages against the other in respect of such non-performance or delay in performance. Service under this contract shall be resumed as soon as practicable after such EVENT comes to an end or ceases to exist.

21.2. If such delaying cause shall continue for more than sixty (60) days from the date of the notice, the party injured by the inability of the other to perform shall have the right, upon written notice of thirty (30) days to the other party, to terminate this contract.

21. Indemnity

21.1. The SELECTED BIDDER agrees to indemnify and hold harmless RailTel, its officers, employees and agents from and against any and all losses, claims, damages, liabilities, costs and expenses to which the Indemnified party may become subject, in so far as such losses directly arise out of any misstatement or breach of representation, failure to fulfill any covenant or condition contained in this contract, or any act, deed or omission by the SELECTED BIDDER or its employees/agents.

22. Confidentiality cum Non-Disclosure

22.1. The Receiving Party agrees that it will not disclose to any third party any information belonging to the Disclosing Party which is provided before, during, and after the execution of this contract. All such information shall be considered Confidential Information. Confidential Information includes prices, quotations, negotiated issues, design data, and all related information, whether or not marked as confidential.

22.2. Exceptions to confidentiality obligations apply where the information: (a) is already known to the receiving party at time of disclosure; (b) is or becomes public domain without violation of these terms; (c) is developed independently; or (d) is received from a third party without similar restrictions.

22.3. No news release, public announcement, advertisement, or publicity concerning this contract and/or its contents shall be made by either party without the prior written approval of the other party, unless required by applicable law. This clause shall survive even after expiry or termination of this contract.

23. Exit Management

23.1. Exit Management Purpose: This clause sets out the provisions which will apply during the Exit Management period. The exit management period starts, in case of expiry of contract, at least 30 days prior to the date when the contract comes to an end, or in case of termination, on the date when the notice of termination is sent to the bidder.

23.2. Confidential Information, Security and Data: On commencement of the exit management period, the partner shall supply to RailTel, upon written request, all project documentation, data, deliverables, and other information created under this contract.

Note: RailTel at its sole discretion may not enforce any or all clauses/sub-clauses under the 'Exit Management' clause due to administrative convenience, communication from the end customer, or any other reasons as deemed fit by RailTel.

Annexure – 01: EOI Cover Letter

(On Organisation Letter Head)

Bid Ref No.: _____

Date: _____

To,

Group General Manager (BD),

RailTel Corporation of India Limited, Plate-A, 6th Floor, Office Block Tower-2,

East Kidwai Nagar, New Delhi - 110023

Ref: EOI No.: RailTel/EOI/CO/MKTG/Signalling/26-27/E-56146/01

Dear Sir,

- I, the undersigned, on behalf of M/s _____, having carefully examined the referred EOI, offer to participate in the same, in full conformity with the said EOI and all the terms and conditions thereof, including corrigendum issued till last date of submission of EOI.
- I agree to abide by this Proposal for a period of 90 days from the date fixed for submission of Proposals as stipulated in the EOI, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
- I acknowledge that RailTel will be relying on the information provided in the Proposal for selection of the Partner, 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.
- I undertake, if our EOI is accepted, to commence our services as per the scope of work as specified in the contract/LoA document.
- Until a formal Purchase Order or Contract is prepared and executed, this Bid and supplement/additional documents submitted, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us.

Signature of Authorised Signatory: _____

Name: _____

Designation: _____

Date: _____

Seal: _____

Annexure – 03: Undertaking for Non-Blacklisting & Arbitration Case

(On Organisation Letter Head)

Bid Ref No.: _____

Date: _____

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

Ref: EOI No. RailTel/EOI/CO/MKTG/Signalling/26-27/E-56146/01

Dear Sir,

I, the undersigned, on behalf of M/s _____, hereby submit that:

- We are not blacklisted by any State/Central Government Ministry/Department/Corporation/Autonomous Body at the time of submission of bid.
- We are not having any ongoing or past arbitration case(s) with RailTel at the time of submission of bid.

Signature of Authorised Signatory: _____

Name: _____

Designation: _____

Annexure – 04: Checklist of Documents for EOI Response

S. No.	Document	Reference / Status	Bid Page No.
1	EOI Cover Letter	Annexure-01	
2	Proof of EOI Document fee payment		
3	Proof of EMD payment		
4	Undertaking for Non-Blacklisting & Arbitration Case	Annexure-03	
5	Non-disclosure agreement with RailTel	Annexure-05	
6	Power of Attorney	Annexure-06	
7	Eligibility Documents as per Clause 5 (Legal entity, turnover, net worth, experience, manpower CVs)	As per Clause 5	
8	Price Bid Format (BOQ) (Financial Bid)	Annexure-08	
9	Compliance to Terms of Reference (TOR)	Annexure-10	

Note:

- The EOI response should have an 'Index' at the starting and all pages should be serially numbered.
- All submitted documents should be duly stamped and signed by the Authorised Signatory at each page.
- The above checklist is indicative only. RailTel may ask for additional documents from the bidders as per requirement.

Annexure-5: Non-Disclosure Agreement (NDA) Format

Ref: EOI No. RailTel/EOI/CO/MKTG/Signalling/26-27/E-56146/01

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “**Agreement**”) is made and entered into on this _____ day of _____, 2026 (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**”)

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 arbitrations 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:
Title:

— Name:
Title:

Witnesses

Annexure – 06: Proforma for Power of Attorney

Ref: EOI No. RailTel/EOI/CO/MKTG/Signalling/26-27/E-56146/01

POWER OF ATTORNEY

[To be executed on non-judicial stamp paper of appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company issuing the power of attorney.]

We, M/s. _____ (name of the firm or company with address of registered office) hereby constitute, appoint and authorise Mr./Ms. _____ (Name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and on our behalf all or any of the acts, deeds or things necessary or incidental to our EOI for the Project _____ (name of the Project), including signing and submission of the EOI response, participating in meetings, responding to queries, submission of information or documents and generally to represent us in all dealings with RailTel or any Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with RailTel and thereafter till the expiry of the Project Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall always be deemed to have been done by us.

Dated this the _____ day of _____ 2026

(Signature and Name of Authorised Signatory)

Seal of Firm/Company

Witness 1: _____

Witness 2: _____

Notes:

- a. To be executed by all the members individually.

The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Annexure 09: Proforma for Performance Bank Guarantee Bond

PROFORMA FOR PERFORMANCE BANK GUARANTEE BOND

(On Stamp Paper of Rs one hundred)

(To be used by approved Scheduled Banks)

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

2. We, Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs

3. We, bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Tenderer(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Tenderer(s) shall have no claim against us for making such payment.

4. We, Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the We shall be discharged from all liability under this Guarantee thereafter.

5. We,..... (indicate the name of Bank) further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

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

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

.....the day of 2025.

for (indicate
the name of the Bank)

Witness

1. Signature Name
2. Signature Name

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

RailTel Bank Detail for SFMS are:

- To mandatorily send the Cover message at the time of BG issuance.
- IFSC Code of ICICI Bank to be used (ICIC0000007).
- Mention the unique reference (RAILTEL6103) in field 7037

Annexure-10: Terms of Reference (ToR) – End Customer Scope of Work

A) Objective & the Assignment

Work of Signalling System is envisaged at New Delhi on Design, Build and Maintain (DBM) basis with CMC period of 15 years (inclusive of DLP period of 2 years). The work (hereinafter referred to as “Project”) will include providing Electronic Interlocking (RDSO approved), track detection system including Multi Section Digital Axle Counters, UPS based power supply system, outdoor infra including cable laying, IOT based health monitoring system, Fire alarm and suppression systems, Asset management system, Online Fiber monitoring system, GPS tracking, inter alia.

The Project is envisaged to be implemented through two (2) separate tenders:

In this regard, the objective of this assignment is to engage a Consultant to assess, conduct technical peer review, provide feedback on the Bid Documents prepared by Northern Railway (“NR”) and to provide bid support for Tender#1.

Detailed Scope of Work limited to Tender #1 is as below:

1. To review suitability of tender framework and bid documents for work of Electronic Interlocking (EI) in a high-density yard, ensuring alignment with RAMS principles and established industry practices.
2. To ensure inclusion of compliance requirements with applicable standards and guidelines, including RDSO, IRSEM, relevant CENELEC standards (EN 50126/28/29), and procurement provisions in the bid documents.
3. To review Design–Build–Maintain (DBM) framework, including maintenance philosophy, lifecycle approach, roles and responsibilities, OEM accountability, and obsolescence management in the bid documents.
4. To review performance parameters such as availability, MTBF/MTTR, and KPI-linked payment mechanisms specified in the bid documents.
5. To review bid documents for commercial and contractual provisions, including risk allocation, payment terms, performance securities, and dispute resolution mechanisms, with a view to improving clarity and balance.
6. To review responses of pre-bid queries prepared by Indian Railways during pre-bid stage for effective clarification of queries from prospective bidders.
7. To promote a balanced approach towards risk identification and mitigation, particularly for long-term maintenance (15 years) under DBM contracts.
8. To review the identification & selection process of Independent Safety Assessor (ISA) for validation of safety, system design, and compliance requirements.
9. To ensure that the tender documents are technically sound, commercially balanced, clearly defined, and aligned with accepted best practices.
10. To review bid eligibility and evaluation criteria to ensure transparency, fairness, and adequate competition.

B) Time Schedule

Before Bid Invitation

1. Weeks 1–2: Initial briefing with NR officials.

2. Weeks 2–4: Receipt of inputs by Consultant from NR:

- a. Documents: Standard EPC/PMC documents of railway, New Delhi yard diagrams (including Signal Interlocking Plans), maintenance processes of signalling installation, site access for the project inter alia, Draft Bid documents for Tender.
- b. Policy Access: Relevant internal guidelines, Board letters, and RDSO and other specifications specific to the NDLS project.
- c. Coordination: Facilitation of meetings with NR officials or other persons or agencies as required.

3. Weeks 4–6: Peer review of Draft Bid documents and feedback by the Consultant to Northern Railway.

4. Weeks 6–8: Consultative discussion on the peer review feedback and finalization of documents by Northern Railway

Bid Invitation by NR

5. Consultant support for pre bid queries

After Submission of Bids

6. Consultant support in evaluation of bids

C) Facilitation

- Necessary office space will be provided to the Consultant, as required.
- Access to policy letters, RDSO and Railway board guidelines.

D) PAYMENT TERMS

Payment will be milestone based:

- 50%: Submission of Peer Review Report for Bid documents
- 10%: On publishing of tender by Railways
- 20%: On finalization of pre-bid queries
- 20%: On completion of support for tender evaluation

E) Deliverables by the Consultant

1. Peer Review Report

- a. Observations
- b. Risk identification
- c. Recommendations
- d. Suggested modifications in tender clauses
- e. Certificate of completeness, consistency, and robustness of tender

2. Pre-Bid Support Documentation

- a. Suggestions for amendments to draft pre bid queries responses
- b. Suggestions for amendments to bid documents (if any)

3. Final Report

Certificate of completeness and consistency of bid evaluation report.