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RAILTEL

A Navratna CPSE
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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

Invitation for Expression of Interest
For

“Selection of Back-end Partner for Comprehensive Signalling and Telecommunication Works for Provision of Automatic Block Signalling System in Chinnaganjam (CJM)-Tсандुरु (TSR) Section of Vijayawada Division in South Central Railway for Supply of Cables and Supply of MSDAC”

EOI No: RailTel/SR/SC/Mktg/2025-26/EOI/069 Dt.11/02/2026

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/069 Dt.11/02/2026

RailTel Corporation of India Ltd., (hereafter referred to as RailTel) invites responses from RailTel's empanelled Business Associates for exclusive PRE-BID TEAMING ARRANGEMENT for Engagement for **“Selection of Back-end Partner for Comprehensive Signalling and Telecommunication Works for Provision of Automatic Block Signalling System in Chinnaganjam (CJM)-Tsundur (TSR) Section of Vijayawada Division in South Central Railway for Supply of Cables and Supply of MSDAC.**

The details are as under:

1	Date of EOI Floating	11-02-2026
2	Last date for submission of Bids against EOI	17-02-2026 14:00 Hours
3	Opening of Bids received against EOI	17-02-2026 14:15 Hours
4	Number of packets	Single Stage (Single Packet System)
5	Estimate Value in Rs	56,15,75,132
6	Portal for Submission of bids	https://railtel.enivida.com
7	EOI EMD	Total EMD amount of Rs. 28,07,900/- to be submitted along with EOI through eNivida portal paid in the form of BG or Payment through NEFT/RTGS In case of EMD in the form of BG, a separate confirmation advise should be sent through SFMS at SFMS IFN760COV Bank Details: RailTel Corporation of India Limited Account No: 327301010373007, IFSC Code: UBIN0805050, 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.

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.

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: Ms. Syamala Molli Position: AGM/Tech /Mktg/SR
Email: syamala@railtelindia.com Contact: +91- 9949473550

Level:2 Contact: Sh. Nitin Prakash, Position: GGM/Mktg/SR
Email: prakash.nitin@railtelindia.com Contact: +91 9281145270

SPECIAL CONDITIONS OF EOI

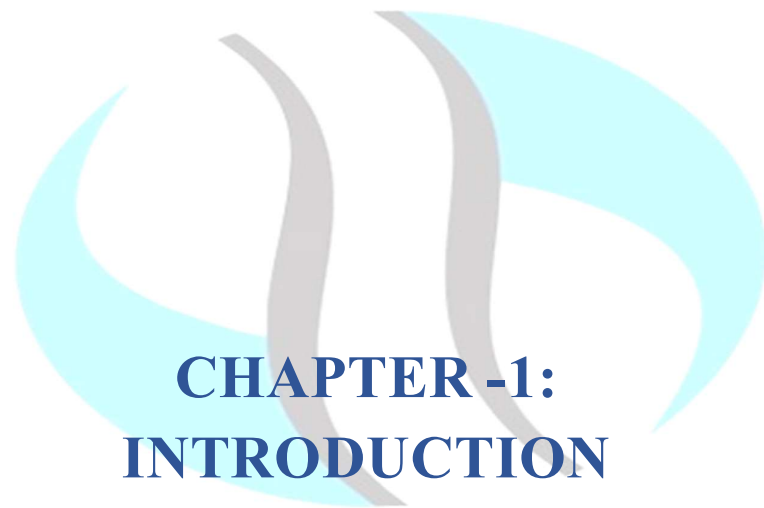
1. The EOI response is invited from RailTel's Empanelled Partners only.
2. Responsibility of getting valid Letter of Empanelment from RailTel will be responsibility of Partner before finalization of this EoI. LoA / PO / Work Order will only be issued on submission of valid letter of empanelment from 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. Consortium/JV not allowed
5. All the documents must be submitted with proper indexing and page no.
6. If, the interested partner is OEM/Distributor of OEM/Direct Partner of OEM, it should submit the supporting document for the same.
7. This is an exclusive pre-RFP partnership arrangement with empanelled Partner of RailTel for participating in the end customer RFP. Selected partner's authorized signatory has to give an undertaking that they will not submit directly or indirectly their bids and techno-commercial solution/association against tender Ref No mentioned below with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to end customer organization by RailTel). This undertaking has to be given with this EOI Response.
8. The selected partner will also have to sign an "Integrity Pact" with RailTel as a back-end partner for the end customer before starting of execution of the work.
9. The Partner/consortium has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present.
10. Along with the T&C of this EOI, Partner has to agree to comply with all scope of work and terms and conditions including special terms and conditions, SLA and OEM technical & Financial documentation including technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP & its corrigendum (if any) mentioned below:

Tender Ref. No.	B-SG-P-E-09-CJM-TSR-25-26. Dt.08-01-2026
Date of floating	08-01-2026
Floated on portal	https://www.ireps.gov.in

- ~~11. MAF required for submission to end customer by RailTel in their prescribed format (if any) shall be responsibility of the Bidder. The selected bidder will facilitate RailTel to get all the required MAF's within timeline.~~
12. Anything not mentioned in the EOI, Customer RFP and its corrigenda (if any) and addenda (if any) may be referred & considered as part of this EoI.
13. Delivery /project completion timeline will be 400days from the date of LOA/WO, and the Period of warranty, AMC and defect liability shall be as per end customer tender conditions.
14. The bidder should survey the site before participating in the EOI to assess the requirement of end customer.
15. The Liquidated Damages/Penalty/SLA any CESS if recovered by the Customer will be passed on to the selected partner on value terms on back-to-back basis.
16. Payment terms for Supply of Cables and Supply of MSDAC will be 100% on delivery along with RDSO inspection certificate and acceptance of material by customer on pro rata basis. The supply of material will be as per requirement of the project and site condition.

17. The selected bidder has to insure the entire project on his/her own cost. The insurance certificate in favour of RailTel Corporation of India Limited (The payment to partner is subject to submission of policy document).
18. In case of cancellation of workorder from customer or part closer or short closure of customer work order, the payment to partner shall be restricted to the extent of amount received from the end customer.
19. The selected bidder has to ensure payment of any inspection/Transport charges on his/her cost.
20. The PBG will be 5% on work order value to be submitted within 21days from the date of LOA.
21. The PBG will be released after 6months of on successful completion of the entire contract period including warranty/AMC period/defect liability
22. The successful bidder shall enter into agreement with RailTel within 21 days from the date of LOA.
23. This EOI is for selection of single BA. Whenever RailTel receives PO/WO from end customer, then only RailTel will issue PO to the selected BA.
24. RailTel reserves the right to negotiate with the selected partner during the process of bidding with the end customer.
25. Selected partner will be responsible for facilitating RailTel to get/collect /prepare all the documentations related to end customer RFP.
26. Affidavit as per Annexure 4 and Power of Attorney should be submitted in original and hard copy with RailTel within 5working days from the submission date of this EOI.





CHAPTER -1: INTRODUCTION

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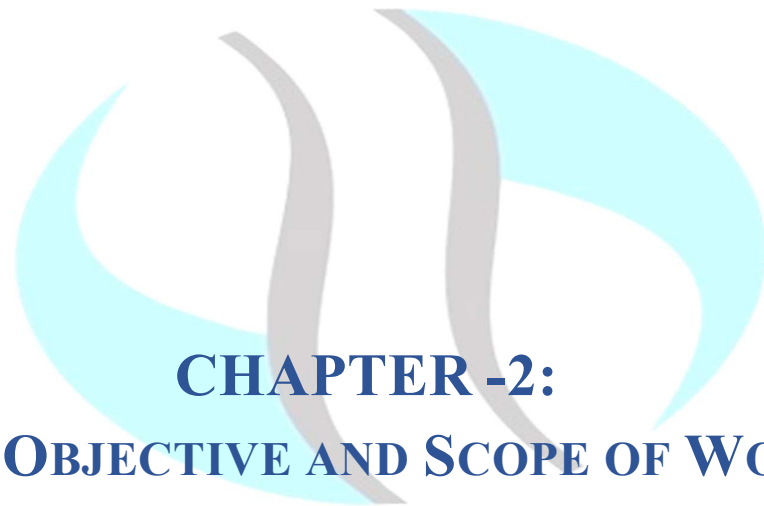
1.1 RAILTEL – INTRODUCTION

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.



CHAPTER -2: EOI OBJECTIVE AND SCOPE OF WORK

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2.1 PROJECT BACKGROUND AND OBJECTIVE OF EOI

RailTel intends to participate in RFP floated by end Customer organization for **“Selection of Back-end Partner for Comprehensive Signalling and Telecommunication Works for Provision of Automatic Block Signalling System in Chinnaganjam (CJM)-Tsundururu (TSR) Section of Vijayawada Division in South Central Railway for Supply of Cables and Supply of MSDAC.”**.

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

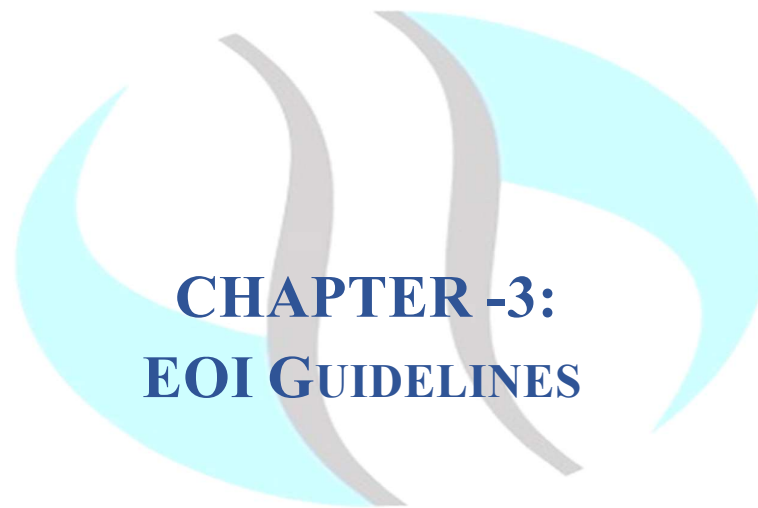
2.2 SCOPE OF WORK:

The scope of work will be as mentioned in the pertinent end Customer organization Tender for Engagement of an Agency for **“Selection of Back-end Partner for Comprehensive Signalling and Telecommunication Works for Provision of Automatic Block Signalling System in Chinnaganjam (CJM)-Tsundururu (TSR) Section of Vijayawada Division in South Central Railway for Supply of Cables and Supply of MSDAC”** on <https://www.ireps.gov.in> with all latest Amendment/ Corrigendum/ Clarifications.

In case of any discrepancy or ambiguity in any clause/specification pertaining to scope of work area, the RFP released by end customer organization shall supersede and will be considered sacrosanct. (All associated clarifications, response to queries, revisions, addendum and corrigendum, associated prime service agreement (PSA)/MSA/SLA also included.)

#Special Note: RailTel may retain any portion of the work mentioned in the end organization RFP, where RailTel has competence so that overall proposal becomes most winnable proposal.





**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 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.

3.1.3 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, SLA and OEM technical & Financial documentation including technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP & its corrigendum (if any) as mentioned below:

Tender Ref. No.	B-SG-P-E-09-CJM-TSR-25-26. Dt.08-01-2026
Date of floating	08-01-2026
Floated on portal	https://www.ireps.gov.in

Anything not mentioned in the EOI, Customer RFP and its corrigenda (if any) and addenda (if any) may be referred & considered as part of this EOI.

3.1.4 Period of Validity of bids and Bid Currency

Bids shall remain valid for a period of **180 days** from the **end of validity of bids to end Customer organization**.

3.1.5 Bidding Process

Online mode through RailTel's e-nivida portal. Single packet system.

3.1.6 Bid Earnest Money (EMD)

3.1.6.1 The Partner shall furnish a sum as given in EOI Notice via in the form of BG/DD/online transfer, before submission of final bid to the end customer as given in EOI Notice.

3.1.6.2 Offers not accompanied with valid EOI Earnest Money Deposit **shall be summarily rejected**.

3.1.6.3 In case of sole partner/ consortium offer is selected for bidding, sole partner/consortium has to furnish Earnest Money Deposit (for balance amount as mentioned in the customer's Bid as and if applicable) for the bid to RailTel. The selected Partner shall have to submit a Bank

Guarantee/Online payment against EMD in proportion to the quoted value/scope of work to RailTel before submission of bid to end customer as and if applicable.

- 3.1.6.4 Return of EMD for unsuccessful Partners: EOI EMD of the unsuccessful Partner shall be returned without interest after completion of EOI process.
- 3.1.6.5 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 after the receipt of RailTel's EMD/BG from the Customer and or on receipt of Security Deposit Performance Bank Guarantee as applicable (clause no. 6.2) from Partner whichever is later.
- 3.1.6.6 Forfeiture of EOI EMD or EOI EMD & EMD (balance proportionate EMD) and or Penal action as per EMD Declaration:
 - 3.1.6.6.1 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 during validity period.
 - 3.1.6.6.2 In case of non-submission of SD/PBG (as per clause no. 6.2) lead to forfeiture of EOI EMD, EMD (balance proportionate EMD) if applicable and or suitable action as prescribed in the EMD Declaration shall be initiated as applicable.

3.2 Security Deposit / Performance Bank Guarantee (PBG)

- 3.2.1 In case the bid is successful, the SD/PBG of requisite amount proportionate to the agreed scope of work will have to be submitted to RailTel.
- 3.2.2 As per work share arrangements agreed between RailTel and Partner the SD/PBG will be proportionately decided and submitted by the selected Partner/consortium.

3.3 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 or in corrigendum (if any).

3.4 Modification and/or Withdrawal of EOI response

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

3.5 Details of Financial bid for the above referred tender

Sole partner/ consortium with lowest (L1) offer will be selected for exclusive pre-bid arrangement for optimizing technical and commercial solution so that most winnable solution is submitted to end customer.

The final bid for the tender may be prepared jointly with the selected Partner/Consortium so that the optimal bid can be put with a good chance of winning the Tender.

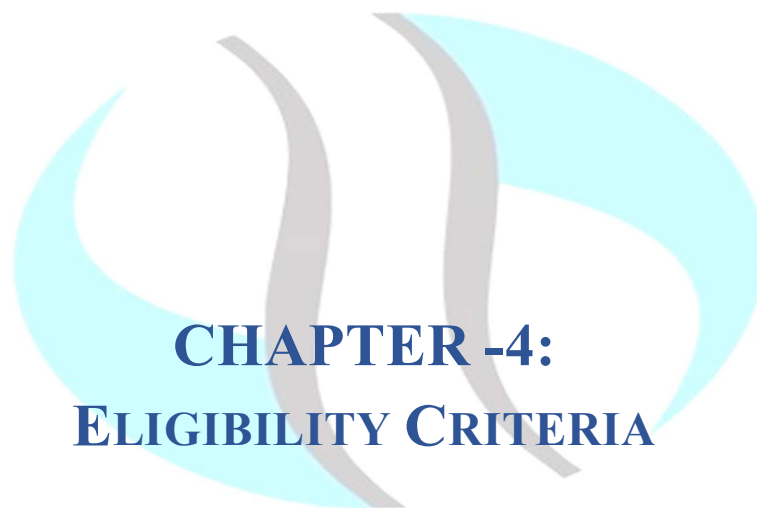
3.6 Clarification of EOI Response

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.

3.7 Period of Association/Validity of Agreement

RailTel will enter into a pre-bid agreement with selected partner with detailed Terms and conditions.





**CHAPTER -4:
ELIGIBILITY CRITERIA**

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4.1 Partner's Profile

The partner shall provide the information of the below table on **company letterhead**:

SN	ITEM	Details
1.	Full name of Partner's firm	
2.	Full address, telephone numbers, fax numbers, and email address of the primary office of the organization / main / head / corporate office	
3.	Name, designation and full address of the Chief Executive Officer of the partner's organization as a whole, including contact numbers and email Address	
4.	Full address, telephone and fax numbers, and email addresses of the office of the organization dealing with this tender	
5.	Name, designation and full address of the person dealing with the tender to whom all reference shall be made regarding the tender enquiry. His/her telephone, mobile, Fax and email Address	
6.	Bank Details (Bank Branch Name, IFSC Code, Account number)	
7.	GST Registration number	

4.2 Eligibility Criteria for Bidding Business Partner of RailTel:

SN	Description	Documents to be uploaded
A) General Eligibility		
1	RailTel's Empaneled Partner	i). Valid Empanelment letter issued by RailTel or Copy of Valid BG/Payment Proof of empanelment security deposit. ii). If bidder has applied for empanelment and issue of letter of empanelment is pending, then, bidder has to submit proof of, payment of empanelment fee/EMD or acknowledgement letter of submission of empanelment documents
2	Cover letter of the bid with valid authorization details of the person(s) signing the bid document as on date of bid submission.	a) Cover letter signed by an authorized signatory of the bidder as per Annexure 1 b) Power of Attorney (PoA) notarized on non-judicial stamp paper supported along with Board Resolution.
3	Notarized Affidavit as per Annexure 4	Notarized Affidavit as per Annexure 4 on Rs.100 Stamp Paper.
B) Technical and Financial Capacity		
i	The bidder should be an Indian Registered Company under Companies Act 1956 or 2013. Copy of Certificate of Incorporation or any other relevant document, as applicable, should be submitted along with a copy of proof of address of the bidder.	Certificate of Incorporation, Memorandum & Articles of Association
ii	The bidder should have a valid PAN and GST Registration	Copy of PAN Card and GST Registration certificate

iii	The bidder should not have been debarred/banned/restricted/ blacklisted by any Union Govt./State Govt. /PSU in India or abroad as on date of submission of the Bid.	Self-declaration (as per format provided in the Annexure-3) on company letter head.
iv	Technical Capacity as SCR EPC tender document: The Bidder shall, during the last 5 (five) previous Financial Years and the current financial year up to the Base month	ANNEXURE II OF APPENDIX I-A and ANNEXURE IV OF APPENDIX I-A as per format of SCR EPC tender to be submitted along with Certificate from the Statutory Auditor / CA with UDIN
v	The bidder have received payments for construction of Eligible Project(s), or has executed construction works by itself in a PPP project, such that the sum total thereof, as further adjusted in accordance with Clause 2.2.2.4 (i) and (ii), is more than 1.5 (one and half) times the Estimated Project Cost (the "Threshold Technical Capacity"). Provided that at least one fourth of the Threshold Technical Capacity shall be from the Eligible Projects in Category 1 and/ or Category 3 specified in Clause 2.2.2.4 (i) & (ii).	
vi	Completed (executed) or Substantially completed\$ (executed) at least one Eligible Project of Railway Sector as mentioned in clause 2.2.2.4/iii of value of not less than 10% (ten) per cent of the Estimated Project Cost. However, in case of Consortium/Joint Venture, the other members of Consortium/Joint Venture (who are not considered for satisfying this technical Capacity under this clause) also must have Completed (Executed) or substantially completed\$ at least one Eligible Project of Railway Sector as mentioned in clause 2.2.2.4/iii of value of not less than 10% (ten) per cent of the Estimated Project Cost. Illustration for 'received payments for not less than 75 (Seventy-five) per cent': For contract wherein, there is provision for part payment on "procurement of goods and equipment' on basis of indemnity bond/Bank Guarantee. In all such contract, 'received payments for not less than 75 (seventy-five) per cent value of present Contract Value payment' means not less than 75% payment received under 'procurement of goods and equipment' as well as not less than 75% payment received under 'execution/ installation/ commissioning'. For avoidance of doubt, in above cl. 2.2.2.1(i) & (ii), the amount of payment received for eligible projects or amount of payments received against PPP project shall be considered for last past 5 (five) previous financial Years and current financial year up to the base month even if project was started earlier than the said reckoned period. The meaning of executed shall be considered as completed or in progress.	

vii	Financial Capacity: The Bidder shall have a positive net worth at the close of the preceding Financial Year.	ANNEXURE III OF APPENDIX I-A as per format of SCR EPC tender to be submitted along with Certificate from the Statutory Auditor / CA with UDIN
viii	The bidder should have at least 20 technical resources on roles with technical experience.	Undertaking from the bidder on letterhead.
ix	The bidder should submit an undertaking that they are not insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of Legal proceedings for any of the foregoing.	Undertaking from bidder on Letter Head.

4.3 All the attached Annexures and Forms in Chapter 7 are mandatory and should be submitted along with EOI response.



CHAPTER -5:
EVALUATION AND PAYMENT TERMS

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5.1 Evaluation Criteria

- 5.1.1** The Partners are first evaluated on the basis of the Eligibility Criteria as per chapter 4 above.
- 5.1.2** The Partner who fulfils the Eligibility criteria of Bidding sole partner/ consortium shall be further evaluated on the basis of Technical Evaluation and Financial evaluation.
- 5.1.3** For the opened bid as per outcome of the Eligibility criteria above, the partner will be selected on the lowest quote (L-1) basis for complete 'Scope of Work' as mentioned in the EOI document and documents of technical specifications of End Customer, subject to the respective overall bid is in compliance to the requirements of this EOI. The so selected partner will be termed as 'Commercially Suitable Partner (hereafter referred to as 'PARTNER')'. It is re-mentioned, that the final selection of PARTNER will be on the L-1 basis only.
- 5.1.4** RailTel reserves the right to have negotiation with the PARTNER at any stage before issuing Work Order.
- 5.1.5** The Partner with lowest commercial (L1) offer will be selected for exclusive pre-bid arrangement for optimizing technical and commercial solution so that most winnable solution is submitted to end customer.
- 5.1.6** RailTel reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants. The RailTel evaluation committee will determine whether the proposal/ information is complete in all respects and the decision of the evaluation committee shall be final. RailTel may at its discretion assign lead factor to the Partner as per RailTel policy for shortlisting partner against this EOI.
- 5.1.7** All General requirement mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable

5.2 Payment Terms

- 5.1.1** Payment will be made for Supply of Cables and Supply of MSDAC will be 100% on delivery along with RDSO inspection certificate and acceptance of material by customer on pro rata basis. The supply of material will be as per requirement of the project and site condition.
- 5.1.2** Payment will be released after receiving the invoice for the work / services and after RailTel has received the payment from End Customer for the same work / services. Any deduction/Penalties levied by End Customer on invoices of RailTel will be carried back-to-back in value terms and will be deducted from PARTNER's invoices, subject to the cause to deduction / penalty is due to deviation in terms and conditions of service standards by the PARTNER.
- 5.1.3** Invoices should be submitted to RailTel on RailTel's BTS portal <https://bts.rcil.gov.in>
- 5.1.4** Documents list required at the time of payment/invoice submission by selected partner shall be: -
- PO copy issued to selected vendor.
 - Submission/Declaration of applicable BG amount against PO issued to selected partner/vendor.
 - 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/SLA/CESS 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

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 RFP for given scope of work and the SLA breach penalty will be applicable back-to-back basis on the selected partner, as specified in the end Customer organization Tender. The SLA scoring and penalty deduction mechanism for in-scope of work area shall be followed as specified in the Tender. All associated clarifications, responses to queries, revisions, addendum and corrigendum, associated Prime Services Agreement PSA/MSA/SLA also included. Any deduction by Customer from RailTel payments on account of SLA breach which is attributable to Partner will be passed on to the Partner on back-to-back basis in terms of value based on its scope of work.

Note: Any deduction/LD/Penalty levied by customer on RailTel will be deducted from Partner in value terms

6.2 Performance Bank Guarantee (PBG)

- 6.2.1 In case of successful participation by RailTel in the pertinent End Customer's tender and subsequent engagements with PARTNER, The PARTNER shall at its own expense, deposit with department, within Twenty One (21) days of the notification of award (done through issuance of the Purchase Order / Work Order etc.) and communicated through email, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized/ Commercial Scheduled Indian Bank (either private or PSU) but not from any co-operative bank or NBFC as per the format enclosed in this EOI, payable on demand, for the due performance and fulfilment of the contract by the PARTNER. The PBG 'percentage (%)' will be equal to the PBG % as asked by End Customer from RailTel. All charges whatsoever such as premium, commission, etc. with respect to the PBG shall be borne by the PARTNER. Besides, if the total BG amount comes upto ₹5 Lakhs, then same may be deposited through DD/RTGS/NEFT. Along with submission of PBG, PARTNER needs to submit PBG issuing bank's SFMS report.
- 6.2.2 Under SFMS system, a separate 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), after which the paper Bank Guarantee would become operative. Similar process to be followed for Bank Guarantee amendment/extension also and separate advice (via SFMS IFN767COV) advising bank (RailTel's Bank) through SFMS by the issuing Bank (Applicant's Bank).
- 6.2.3 PBG should have validity of 90 days more than the PBG validity asked by the end Customer from RailTel. The PBG may be discharged / returned by RailTel upon being satisfied that there has been due performance of the obligations of the PARTNER under the contract. However, no interest shall be payable on the PBG. In the event, PARTNER being unable to service the contract for whatsoever reason, RailTel would invoke the PBG at its discern. Notwithstanding and without prejudice to any rights whatsoever of RailTel under the contract in the matter, the proceeds of the PBG shall be payable to RailTel as compensation for any loss resulting from the PARTNER's failure to complete its obligations under the contract. RailTel shall notify the PARTNER in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the PARTNER is in default.
- 6.2.4 RailTel shall also be entitled to make recoveries from the PARTNER's bills, PBG or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- 6.2.5 If the service period gets extended by virtue of extension of same by End Customer, PBG should also be extended accordingly.
- 6.2.6 During the contract period, RailTel may issue Purchase Order(s) for the additional services ordered by End Customer (in case) to RailTel.
- 6.2.7 In case the End Customer has sought PBG of the contract in the terms of Indemnity Bond from RailTel, the selected partner has to provide the equivalent value PBG from scheduled Bank to RailTel. No Indemnity Bond from Selected Partner will be accepted in lieu of PBG from Scheduled Bank.
- 6.2.8 In case End Customer has sought any other types of PBG in this contract at present or in future or else Integrity Pact PBG (presently or in future), same remain applicable on selected

Partner/Consortium. The said PBG will be issued by Selected Partner from Scheduled Bank favoring RailTel Corporation of India Limited. No Indemnity Bond in lieu of such PBG will be accepted by RailTel.

- 6.2.9 If, End Customer ask for submission for value more than 10%, same also needs to be submitted by the selected Partner /Consortium.
- 6.2.10 PBG will be discharged/released only after receipt of RailTel's PBG against the mentioned Customer RFP.

6.3 Insurance

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

6.5 Delivery and Inspection:

- 6.5.1 Delivery, Installation and Commissioning Period: As per End Customer's RFP Terms from the date of issue of LOA.
- 6.5.2 All the costs involved towards the transportation the materials shall be borne by the SELECTED BIDDER on actual.
- 6.5.3 All the material should be made available for Inspection by RailTel nominated person/agency if required.
- 6.5.4 Partner will be custodian of all the material till installation and commissioning of system.

6.6 Provisional Acceptance Certificate (PAC)

As per Customer RFP.

6.7 Final Acceptance Certificate/Test (FAC/FAT)

As per Customer RFP.

6.8 Pre – Contract Integrity Pact - Deleted

6.9 Other Conditions:

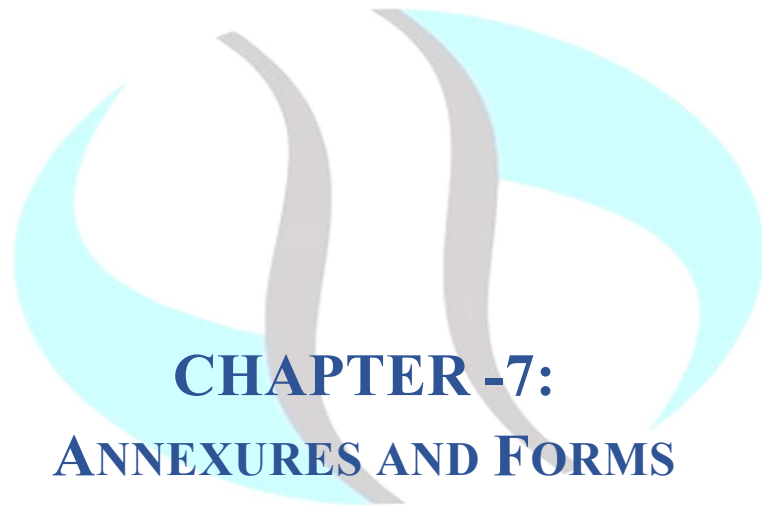
Partner has to agree to comply with all scope of work and term and conditions including special term and condition, SLA and OEM technical & Financial documentation including technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP as mentioned below:

Tender Ref. No.	B-SG-P-E-09-CJM-TSR-25-26. Dt.08-01-2026
Date of floating	08-01-2026
Floated on portal	https://www.ireps.gov.in

Anything not mentioned in the EOI, Customer RFP and its corrigenda (if any) and addenda (if any) may be referred & considered as part of this EoI..

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





CHAPTER -7: ANNEXURES AND FORMS

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RAILTEL
A Navratna CPSE
Govt of India

Annexure 1: Format for COVERING LETTER (to be submitted by sole partner/lead partner in case 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

Dear Sir,

SUB: Participation in the EoI process

Having examined the Invitation for EoI document bearing the reference number _____ released by your esteemed organization, we, undersigned, hereby acknowledge the receipt of the same and offer to participate in conformity with the said Invitation for EoI document.

If our application is accepted, we undertake to abide by all the terms and conditions mentioned in the said Invitation for EoI document.

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

We hereby Submit EMD amount of Rs. _____ issued vide _____ from Bank _____.

Authorized Signatory Name
Designation

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RAILTEL
A Navratna CPSE
Govt of India

Annexure 2: Format for Self-Certificate & Undertaking
Self-Certificate (To be on company letter head)

EoI Reference No:

Date:

**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**

Dear Sir,

Sub: Self Certificate for Tender, Technical & other compliances

- 1) Having examined the Technical specifications mentioned in this EOI & end customer tender, we hereby confirm that we meet all specification.
- 2) We__agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted (except pricing, termination & risk purchase rights of the RailTel). We understand and agree that RailTel shall release the payment to selected sole partner/lead partner in case of consortium after the receipt of corresponding payment from end customer by RailTel. Further we understand that in case selected sole partner/lead partner in case of consortium fails to execute assigned portion of work, then the same shall be executed by RailTel through third party or departmentally at the risk and cost of selected sole partner/lead partner in case of consortium.
- 3) We agree to abide by all the technical, commercial & financial conditions of the end customer's RFP for the agreed scope of work for which this EOI is submitted.
- 4) We hereby agree to comply with all OEM technical & Financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP. We are hereby enclosing the arrangement of OEMs against each of the BOQ item quoted as mentioned end customer's RFP. We also undertake to submit MAF and other documents required in the end Customer organization tender in favour of RailTel against the proposed products.
- 5) We hereby certify that any services, equipment and materials to be supplied are produced in eligible source country complying with OM/F. No. 6/18/2019 dated 23rd July 2020 issued by DoE, MoF.
- 6) We hereby undertake to work with RailTel as per end customer's RFP terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Criteria as required in the end customer's RFP terms and conditions like technical certificates, OEM compliance documents.
- 7) We understand and agree that RailTel is intending to select sole partner/ consortium who is willing to accept all terms & conditions of end customer organization's RFP for the agreed scope of work. RailTel will strategies to retain scope of work where RailTel has competence.
- 8) We hereby agree to submit that in case of being selected by RailTel as sole partner/ consortium for the proposed project(for which EOI is submitted), we will submit all the forms, appendix, relevant documents etc. to RailTel that is required and desired by end Customer well before the bid submission date by end customer and as and when required.

- 9) We hereby undertake to sign Pre Bid Agreement and Non-Disclosure Agreement with RailTel on a non-judicial stamp paper of Rs. 100/- in the prescribed Format.
- 10) We undertake that we will not submit directly or indirectly out bids and techno-commercial solution/association with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to end customer organization by RailTel)

Authorized Signatory
Name & Designation



Annexure 3: Undertaking for not Being Blacklisted/Debarred

<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**

Subject: Undertaking for not Being Blacklisted/Debarred

We, Company Name _____, having its registered office at Address _____ hereby declares that that the Company has not been blacklisted/debarred by any Governmental/ Non-Governmental organization in India for past 3 Years as on bid submission date.

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Partner's Company Seal:

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Govt of India

Annexure 4: Format of Affidavit**FORMAT FOR AFFIDAVIT TO BE UPLOADED BY SOLE PARTNER/ ALL CONSORTIUM PARTNERS ALONG WITH THE EOI DOCUMENTS**

(To be executed in presence of public notary on non-judicial stamp paper of the value of Rs. 100/-. The paper has to be in the name of the Partner) **

I..... (Name and designation) ** appointed as the attorney/authorized signatory of the Partner (including its constituents),

M/s..... (hereinafter called the Partner) for the purpose of the EOI documents for the work of as per the EOI No.

___of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the behalf of the Partner including its constituents as under:

1. I/we the Partner (s), am/are signing this document after carefully reading the contents.
2. I/we the Partner (s) also accept all the conditions of the EOI and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the EOI documents from RailTel website www.railtel.enivida.com. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the EOI document. In case of any discrepancy noticed at any stage i.e. evaluation of EOI, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the EOI by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of EOI, it shall lead to forfeiture of the EOI EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the Partner) ** and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT

SEAL AND SIGNATURE
OF THE PARTNER

VERIFICATION

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

DEPONENT

Place: Dated:

SEAL AND SIGNATURE
OF THE Partner

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



Annexure-5: FORMAT FOR NON-DISCLOSURE CERTIFICATE

**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**

Dear Sir,

Sub: EOI Reference No: RailTel/EOI/ER/XXXX/MKT/XXXXX/XXXX Dtd.

- A. This is in response to the Invitation for EOI for “Selection of Business Associate/Partner(s) from RailTel’s empaneled BAs for the requirement of customer of RailTel (CoR) “ ”
- B. During the course of the above negotiations RailTel (including its affiliates) may in conjunction with the said purpose and for our mutual benefit, disclose to us certain information being proprietary and/or of confidential nature and/or sensitive;
- C. We and our affiliates wish to ensure the protection and secrecy of RailTel’s confidential information which may be disclosed, received or granted access to by RailTel and wish to reduce to writing, our confirmation in this respect.

With regard to the above said purpose, we hereby covenant, warrant and confirm as follows:

1. **NON-DISCLOSURE & CONFIDENTIALITY**

We agree and undertake to regard and preserve as Confidential Information provided by RailTel or which may be disclosed, received or granted access to by RailTel or come to the knowledge of us in any manner in connection with the negotiations for the possible business relationship.

- (a) In maintaining the Confidential Information here under we agree that we shall not, without first obtaining the written consent of RailTel, disclose or make available to any person, firm or enterprise, reproduce or transmit, or use (directly or indirectly) for our own benefit or the benefit of others, any Confidential Information except that we may disclose any Confidential Information to its Directors, officers, employees, or advisors on a "need to know" basis to enable them to evaluate such "Confidential"
 - (b) We shall ensure that our employee(s) and/ or person(s) shall maintain confidentiality with regard to the disclosed Confidential Information, if any, and shall issue suitable instructions and/ or get suitable written undertakings or agreements executed to bind our employees and/ or person(s) to the same obligations of confidence and safeguarding and to adhere to the confidentiality/ non-disclosure terms contained herein.
 - (c) Save and except for the purposes mentioned in clause (a) above we further agree that we will not part with/ disclose any "Confidential Information" received by us to any other person directly or indirectly nor make copy(ies) or reproduce in any way (including without limitation store in any computer or electronic system any written material/ documents containing "Confidential Information" and such written material/ documents will be retained under strict confidentiality by us.
 - (d) We further agree to exercise the same degree of care that we exercise to protect our own Confidential Information of a like nature from unauthorized disclosure, but in no event shall a less than reasonable degree of care will be exercised by us.
- 1.2 We acknowledge and agreed that information shall not be considered "Confidential Information" to the extent, that such information:
- (a) At the time of disclosure was in the public domain; or
 - (b) Is already known to us free of any confidentiality obligation at the time it is obtained from RailTel; or
 - (c) After disclosure is or becomes publicly known or available through no wrongful act of ours; or

- (d) Is right fully received from a third party without restriction; or
- (e) Is approved for release, disclosure, dissemination or use by written authorization from RailTel; or
- (f) Is required to be disclosed pursuant to a requirement of a governmental agency or laws as long as we provide RailTel with timely prior written notice of such requirement and provide all reasonable co-operation in regard to taking protective action against such disclosure requirement; or
- (g) Is disclosed after expiry of 5(five) years from the date of signing of this certificate.

However, before we disclose any Confidential Information under clause 6, we (to the extent permitted by law) shall use our best endeavor to inform RailTel of any circumstances and the information that will be disclosed.

- 1.3 We further agree and undertake not to disclose the information marked "Confidential Information" of RailTel to our agents or Bidders without prior written approval from RailTel and without having first to obtain from each agent or Bidder a separate written agreement or undertaking binding them to the same obligations of confidence and safeguarding.
- 1.4 We further agree that at the request of RailTel, we shall promptly (and in any case, within 15 days of request), deliver to the RailTel all copies of the Confidential Information in its possession or under its direct or indirect control or shall destroy all memoranda, notes and other writings prepared by us or our affiliates, Directors, officers, employees or advisors to the extent the same are based on the confidential information with a written statement to the effect that upon such return we have not knowingly retained in our possession or under our control, either directly or indirectly, any information or copies of such (other than Confidential Information embedded in our records).
- 1.5 The confidentiality obligations set out herein above shall survive any such return or destruction of Information.
- 1.6 Except as specifically provide adhere in, disclosure of confidential information by us pursuant thereto shall not be deemed to grant or s, any rights, interest or property in such confidential information and accordingly we agree that we will not directly or indirectly claim or submit any application for grant of any patent, copyright, design right or other intellectual property rights in, to on the basis of the confidential information.
- 1.7 We hereby acknowledge and agree that in the event of a breach or threatened breach by us of the provisions herein, RailTel may have no adequate remedy in money or damages and accordingly notwithstanding anything contained in clause 4 here of, RailTel shall be entitled to seek injunctive relief against such breach or threatened breach by us: provided, however, no specific action in this confidentiality certificate of a specific legal or equitable remedy shall be construed as a waiver or prohibition of any other legal or remedies in the event of a breach or threatened breach of this certificate and the remedies specified here in shall be in addition to all other reliefs and remedies available to RailTel under prevailing laws.

**Date: Signature with
seal—**

(In the box)

**Name:
Designation**

Annexure-6: EMD (as BG) Format

BG NO:

ISSUANCE DATE: DD-MM-YYYY

BG AMOUNT: Rs xxxxxxxx /-

EXPIRY DATE: xx.xx.xxxx

CLAIM EXPIRY DATE : xx-mmm-xx

In consideration of the RailTel Corporation of India Limited, (CIN: L64202DL2000GOI107905) having its registered office at Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi - 110023 (Here in after called RailTel) having agreed to exempt Partner Name (CIN:) having its registered office at Partner's address (Here in after called "the said Contractor(s)") from the demand, under the terms and conditions of EOI NO. made between RailTel Corporation of India Limited and Partner Name for (here in after called "the said Agreement") of security deposit for the due fulfilment by the said contractor (s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs. /- (In Words).

We, Bank Name a banking company incorporated under the Companies Act, 1956 and carrying on Banking Business under The Banking Regulation Act, 1949 and having its Registered Office at Bank's Address and its Central office at Bank's Corporate Office Address (indicate the name of the Bank) here in after referred to as "the Bank") at the request of Partner's Name Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs /- (In Words) 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 said Contractor(s) of any of the terms or conditions contained in the said Agreement.

We, Bank Name do here by undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount as 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 terms and conditions contained in the said Agreement or by 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. /- (In Words).

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

We, Bank's Name further agree that the Guarantee here in 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 discharge this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the DD-MM- YYYY (Claim Expiry Date.) We shall be discharged from all liability under this Guarantee thereafter.

We, Bank's Name 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 or 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 effect of so relieving us.

This Guarantee will not be discharged due to the change in the Constitution of the bank or the Contractor(s) Supplier(s).

Bank's Name lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.

Date: DD-MM-YYYY

Place:

Annexure-7:**ANNEXURE II
OF APPENDIX I-A****TECHNICAL CAPACITY OF THE BIDDER@**
(Refer Clauses 2.2.2.1, 2.2.2.4 and 2.2.2.6 of the RFP)

Bidder Type [#]	Project Code [*]	Category ^{\$}	% Share	Experience ^{**} (Equivalent ₹. Crore) ^{\$\$}		Technical Capacity [£]
				Payments received for construction of Eligible Projects in Categories 3 and 4 duly multiplied by factor mentioned in Clause 2.2.2.4(i)	Value of self-construction in Eligible Projects in Categories 1 and 2 duly multiplied by factor mentioned in Clause 2.2.2.4(i)	
(1)	(2)	(3)	(4)	(5)	(6)	(7)=4*(5or 6)*0.5 (for OECD)/1 (non OECD)
Single entity Bidder or Members of the Consortium / Joint Venture	a					
	b					
	c					
	d					
	e					
	f					
Aggregate Technical Capacity =						

Note: In case of a {Consortium / Joint Venture}, information in Annexure II of Appendix I-A shall be provided separately for all members so as to establish Threshold Technical Capacity. (Refer Clause 2.1.11(c)).

(i) Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it, and 'Deleted' may be indicated there.

Annexure-8:**ANNEXURE IV
OF APPENDIX I-A****DETAILS OF ELIGIBLE PROJECTS***(Refer to Clauses 2.2.2.1, 2.2.2.4, 2.2.2.6 of the RFP)***Project Code:****Entity: Bidder / Member (including associates if any) of Consortium / Joint Venture**

Item (1)	Refer Instruction (2)	Particulars of the Project(3)
Title & nature of the project		
Category	5	
Year-wise (a) payments received for construction, or (b) expenditure on construction works undertaken by itself in a PPP project	6	
Entity for which the project was constructed	7	
Location		
Project cost	8	
Date of commencement of project/ contract		
Date of completion/ commissioning	9	
Equity shareholding (with period during which equity was held)	10	
Whether credit is being taken for the Eligible Experience of an Associate(Yes/ No)	16	

Note: In case of a {Consortium / Joint Venture}, information in Annexure IV of Appendix I-A shall be provided separately for all Members so as to establish the Threshold Technical Capacity *(Refer Clause 2.1.11(c))*.

Instructions:

- Bidders are expected to provide information in respect of each Eligible Projects in this Annexure. The projects cited must comply with the eligibility criteria specified in Clause 2.2.2.5 of the RFP, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Bid. Bidders should also refer to the Instructions below.
- The Project Codes would be a, b, c, d etc.
- A separate sheet should be filled for each Eligible Project.
- In case the Eligible Project relates to an Associate, write "Associate".
- Refer to Clause 2.2.2.4(i) of the RFP for category number.
- The total payments received and / or expenditure incurred on construction works executed by itself in a PPP project are to be stated for each Eligible Project in Annexure II of this Appendix I-A. The figures to be provided here should indicate the break-up for last 5 (five) previous Financial Years and the current financial year up to the Base month (not to be read with Para-2.1.13). For Categories 1 and 2, expenditure on construction of the project by the Applicant itself should be provided, but only in respect of projects having an estimated capital cost exceeding the amount specified in Clause 2.2.2.5(i)/(c). In case of Categories 3 and 4, payments received only in respect of construction should be provided, but only if the amount received exceeds the minimum specified in Clause 2.2.2.5(ii). Receipts for construction works should only include capital expenditure, and should not include expenditure on repairs and maintenance.
- In case of projects in Categories 1 and 2, particulars such as name, address and contact details of owner / Authority / Agency (i.e. concession grantor, counter party to concession, etc.) may be provided. In case of projects in Categories 3 and 4, similar particulars of the client need to be provided.
- Provided the estimated capital cost of Eligible Project. Refer to Clauses 2.2.2.5.
- For Categories 1 and 2, the date of commissioning of the project, upon completion, should be indicated. In case of Categories 3 and 4, date of completion of construction should be indicated. In the case of projects under construction, the likely date of completion or commissioning, as the case may be, shall be indicated.

10. For Categories 1 and 2, the equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 2.2.2.5(i)).
11. Certificate from the Bidder's statutory auditor\$ or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder / Associate may provide the requisite certification.
12. If the Bidder is claiming experience under Categories 1 and 2 it should provide a certificate from its statutory auditor in the format below:

Certificate from the Statutory Auditor regarding PPP Projects[®]

Based on its books of accounts and other published information authenticated by it, this is to certify that _____ (Name of the Bidder / Associate) is / was an equity shareholder in _____ (Title of the Project Company) and holds / held ₹. _____ cr. (₹. _____ crore) of equity (which constitutes ____%[€] of the total paid up and subscribed equity capital) of the project company from _____ (date) to _____ (date)[¥]. The project was / is likely to be commissioned on _____ (date of commissioning of the project).

We further certify that the total estimated capital cost of the project is ₹. _____ crore (₹. _____ crore) of which ₹. _____ crore (₹. _____ crore) of capital expenditure was incurred on construction work undertaken by the aforesaid Bidder / Associate itself, during the last 5 (five) previous Financial Years and current financial year up to the Base month (not to be read with Para-2.1.13) i.e. [date] as per year wise details noted below:

Name of the Audit Firm:

Seal of the Audit Firm: (Signature, Name and Designation of the Authorised Signatory)

13. If the Bidder is claiming experience under Categories 3 and 4, it should provide a certificate from its statutory auditor or the client in the format below:

Certificate from the Statutory Auditor / Client regarding Construction Works[®]

Based on its books of accounts and other published information authenticated by it, {this is to certify that _____ (Name of the Bidder / Associate) was engaged by _____ (Title of the project company) to execute _____ (Name of Project) for _____ (Nature of Project)}. The construction of the project commenced on _____ (date) and the project was / is likely to be commissioned on _____ (date of commissioning of the project, if any). It is certified that _____ (Name of the Bidder / Associate) received ₹. _____ cr. (₹. _____ crore) by way of payment for the aforesaid construction works.

We further certify that the total estimated capital cost of the project is ₹. _____ crore (₹. _____ crore) of which the Bidder / Associate received ₹. _____ crore (₹. _____ crore) in terms of Clauses 2.2.2.1(i) and 2.2.2.5(ii) of this RFP, during the last 5 (five) previous Financial Years and current financial year up to the Base month (not to be read with Para-2.1.13) i.e. [date] as per year wise details noted below:

{It is further certified that the receipts indicated above are restricted to the share of the Bidders who undertook these works as a partner or a member of Consortium / Joint Venture.}*

Name of the Audit Firm:

Seal of the Audit Firm: (Signature, Name and Designation of the Authorised Signatory)

14. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 2.2.2.9, the Bidder should also provide a certificate in the format below:

Certificate from Statutory Auditor / Company Secretary regarding Associate[§]

Based on the authenticated record of the Company, this is certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of _____ (Name of the Associate) is held, directly or indirectly[£], by _____ (Name of Bidder). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.2.9 of the RFP.

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Bidder in the Associate} Name of the Audit

Firm:

Seal of the Audit Firm: (Signature, Name and Designation of the Authorised Signatory) Date:

15. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in omputation of Technical and Financial capacity ☹.

Annexure-9:**ANNEXURE III
OF APPENDIX I-A****FINANCIAL CAPACITY OF THE BIDDER***(Refer to Clauses 2.2.2.2, 2.2.2.8(i), 2.2.2.7(iii) of the RFP)**(In ₹. crore\$)*

Bidder Type ^{\$\$}	Net Cash Accruals					Net Worth [£]
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 1
Single entity Bidder or Member of the Consortium / Joint Venture						
Total						

Note: In case of a {Consortium / Joint Venture}, information in Annexure III of Appendix I-A shall be provided separately for all Members so as to establish the Financial Capacity. *(Refer Clause 2.1.11 (c)).*

Name and Address of Bidder's Bankers:**Instructions:**

- The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall:
 - reflect the financial situation of the Bidder and its Associates where the Bidder is relying on its Associate's financials;
 - be audited by a statutory auditor;
 - be complete, including all notes to the financial statements; and
 - correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)
- Net Cash Accruals shall mean Profit after Tax + Depreciation.
- Net Worth (the "Net worth") shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.
- Year 1 will be the latest completed Financial Year, preceding the Bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest Financial Year, refer to Clause 2.1.13.
- In the case of a {Consortium / Joint Venture}, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.1.11(f) of the RFP document.
- The Bidder shall also provide the name and address of the Bankers to the Bidder.
- The Bidder shall provide an Auditor's Certificate specifying the Net Worth of the Bidder and also specifying the methodology adopted for calculating such Net Worth in accordance with Clause 2.2.2.8(ii) of the RFP document.

Annexure-10: Consortium Format (---Deleted---)

Annexure 11 - Self declaration of not be under Ineligibility for corrupt and fraudulent practice

(To be submitted on the letterhead of the Partner)

**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: RFP No ” _____ ”

Sub: _____

Dear Sir/Madam, We have examined the EoI document, we, the undersigned, herewith submit our response to your EoI no. _____ dated _____ for _____

I. We have read the provisions of the EoI document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our EoI shall not be given effect to.

II. We agree to abide by this EoI, consisting of this letter, the detailed response to the EoI and all attachments, for a period of 120 days from the date of submission of the bid.

III. We would like to declare that we are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment and we are not under a declaration of ineligibility for corrupt or fraudulent practices.

IV. We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this EoI.

V. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.

VI. We understand you are not bound to shortlist / accept any EoI you receive.

Sincerely,

Signature of Authorized Signatory and Seal of the Partner Name:

Designation:

Date:

**Annexure 12: PROFORMA FOR “NIL DEVIATION COMPLIANCE UNDERTAKING”
(To be signed on Bidder’s 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**

EoI Reference No.:

Sub:NIL Deviation Compliance

Over and above all our earlier conformations and submissions as per your requirements of the EoI, we confirm that,

1. All proposed in scope are compliant to the technical specifications of the equipment as mentioned in the latest version of the specifications in the EoI.
2. We hereby certify that the hardware and software (if applicable) mentioned in our technical solution and Bill of Material (BOQ) are complete.
3. We confirm that there is no requirement of any other hardware and software to fulfil requirements as per scope against the EoI. If any additional hardware and software is required to meet in scope requirements, then it would be procured by us at no extra cost to RailTel.
4. We will also ensure our unconditional compliance of all the terms and conditions as mentioned in the EoI document including all corrigenda, addenda and specifications.
5. List of deviations (Partial Compliance and Non-compliance) from terms and conditions as mentioned in the EoI document including all corrigenda, addenda and specifications, if any, is enclosed as Annexure with this form. We understand that any partial compliance or non-compliance, may result in REJECTION of our bid.

Seal and signature of the bidder

Place:

Date:

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)

Annexure 13 - Price Bid Format

Attached in e-nivida portal

Form 1 – Total Responsibility Certificate

To,

The Principal Executive Director,
RailTel Corporation of India Ltd.,
1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road,
Opp. Shoppers Stop, BEGUMPET, HYDERABAD- 500 016

Dear Sir/Madam,

Sub: Selection of Back-end Partner for Comprehensive Signalling and Telecommunication Works for Provision of Automatic Block Signalling System in Chinnaganjam (CJM)-Tsunduru (TSR) Section of Vijayawada Division in South Central Railway for Supply of Cables and Supply of MSDAC.

Ref: Tender No. ...

This is to certify that we undertake the total responsibility for the defect free operation of the proposed solutions as per the requirement of the tender for the duration mentioned in all the sections of the tender floated by ... for the project “Selection of Back-end Partner for Comprehensive Signalling and Telecommunication Works for Provision of Automatic Block Signalling System in Chinnaganjam (CJM)-Tsunduru (TSR) Section of Vijayawada Division in South Central Railway for Supply of Cables and Supply of MSDAC.” & its corrigendum ‘s.

For

Signature

Name:

Designation:

Office Address:

Date:

Place:

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