

RailTel Corporation of India Ltd
(A Navratna PSU under Ministry of Railways)



NOTICE INVITING EXPRESSION OF INTEREST (EOI)

EOI No: RailTel/EOI/CO/MKTG/SB/International/2025-26/01 dated 31th December 2025

Selection of System Integrator from Empaneled Business Associates

For

**“Establishing Data Centre Inside the Existing Building of Ministry of Foreign Affairs
(MOFA), The Federal Democratic Republic of Ethiopia, Addis Ababa”**

Issued by:

RailTel Corporation of India Ltd

(A Navratna PSU under Ministry of Railways)

Corporate Office,

Plate-A, 6th Floor, Office Block Tower-2,

East Kidwai Nagar, New Delhi – 110023,

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Disclaimer

RailTel Corporation of India Ltd. (hereinafter called RailTel) has prepared this Expression of Interest (EOI) document solely to assist prospective bidders in making their decision of whether to bid or not. While RailTel has taken due care in the preparation of information contained herein and believes it to be accurate, neither RailTel or any of its Authorities or Agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. This information is not intended to be exhaustive and interested parties are required to make their own inquiries and do site visits that it may require in order to submit the EOI. The information is provided on the basis that it is non-binding on RailTel, any of its authorities or agencies or any of their respective officers, employees, agents or advisors. The RailTel reserves the right not to proceed with the bidding/EOI process at any stage without assigning any reasons thereof, or to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the EOI further with any party submitting an EOI. No reimbursement of cost of any type will be paid to persons or entities submitting the EOI.

EOI NOTICE & Schedule of Events

SN	Particulars	Description
1	EOI Document Availability	EOI document will be issued post receipt of a signed NDA and payment of EOI fees and EMD by the authorized signatory of the interested bidder. The Bidders who consider themselves as eligible as per the eligibility criteria mentioned in this EOI Notice, may submit a hard copy of signed NDA along with proof of submission of EOI fee and EMD payment to RailTel latest by 07-01-2026 (17:00 Hrs) or before. NDA format enclosed at Annexure A . EMD BG format is enclosed at Annexure B .
2	Last date of submission of response to EOI Response	17:00 Hrs on 09-Jan-2026
3	Date & Time of Opening of EOI Response	17:30 Hrs on 09-Jan-2026
4	Mode of Submission of EOI Response	"Single stage" EOI with submission of bid through the designated email ID mentioned in the EOI.
5	EOI Fees	Rs 11,800/- (Eleven Thousand Eight Hundred only) to be transferred through online mode in RailTel's Bank Account detailed as under: Account name: RailTel Corporation of India Ltd. Bank Name- Union Bank of India Bank Account no: 340601010050446 IFSC: UBIN0534064
6	EMD	INR 16,00,000 (Rupees Sixteen Lakh Only) to be submitted in any form as below: (i) through online mode in RailTel's Bank Account detailed as under: Account name: RailTel Corporation of India Ltd. Bank Name- Union Bank of India Bank Account no: 340601010050446 IFSC: UBIN0534064 OR (ii) In the form of Bank Guarantee: The BG validity would be for 120 days i.e. Bid validity period of 90 Days + 30 Days. SFMS report guidelines: - BG advising message – IFN 760COV/ IFN 767COV via SFMS - To mandatory 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.
7	Validity of Bid	90 Days

Note: RailTel reserves the right to change the above dates at its discretion. It is the responsibility of the interested bidder. to keep track of any Corrigenda/addenda issued by RailTel regarding the above-mentioned EOI.

Contact Details

For any query / clarification:

Level:1 Contact: Mr. Mukund Hari Gautam
Designation: Deputy Manager/Marketing/SB/CO
Email: mukund.gautam@railtelindia.com
Mob: +91- 7011380194

Level:2 Contact: Sh. Manish Gupta
Designation: Joint GM/SB
Email: manish_g@railtelindia.com
Mob: +91- 9717644062

Level:3 Contact: Sh. Parag Kumar Goyal
Designation: Principal Executive Director/EB
Email: Parag@railtelindia.com

Address: RailTel Corporation of India Limited,
Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar,
New Delhi-110023

A. About RailTel

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. The portfolio of services provided by RailTel includes Data Centre & DR services, Tele-presence as a service, NLD services, IP-1 services, Internet and Broadband services on a pan-India basis.

Equipped with an ISO 9001:2015, 20000-1:2018 & 27001:2022 certifications, RailTel offers a wide gamut of managed telecom services to Indian Telecom market 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. The major customer segment for RailTel comprises of Enterprises, Banks, Government Institutions/Department, Educational Institutions/Universities, Telecom Service Providers, Internet Service Providers, MSOs, etc. RailTel being a Navratna PSU is spearheading in the enterprise segment with the launch of various services coupled with capacity augmentation in its core network.

B. Eligibility Requirement

The interested bidder should fulfill the below mentioned Eligibility Criteria:

S N	Eligibility Particulars	Documents Required at the time of bid submission
i)	Legal Entity: The Bidder should be registered under the relevant corporate laws in India such as Companies Act 1956 or 2013 or LLP Act / Partnership Act 1932. Registered with the Income Tax (PAN) and GST (GSTN) Authorities in India with active status.	1. Copy of Certificate of Incorporation or Partnership/LLP Agreement. 2. GST Registration Certificate 3. PAN Card
ii)	Turnover: The bidder should have an average Annual Turnover of minimum INR 24 Crore in last three financial years (FY, 2022-23, 2023-24 and 2024-25).	Copy of Audited Balance sheet and Profit & loss Statement of the last three financial years. CA Certificate with valid UDIN number is required to be submitted indicating separate year wise turnover and average annual turnover for last three FYs.
iii)	Net Worth and Profitability: Bidder should have positive net worth as on 31.03.2025 Bidder should be profitable in last financial year.	Certificate issued by Statutory Auditor/ Cost Accountant/ Chartered Accountant with valid UDIN number.

iv)	Technical Capability: The bidder must have been in the Business of Data Centre establishment for a minimum period of seven years as on date of submission of bid.	Copy of any work order and its completion certificate.
v)	Certification: The bidder should have following Certifications: (i) ISO 9001:2015 (ii) ISO 27001-2022 (iii) ISO 20000 The Certificate should be valid as on last date of submission of bid.	Submit copy of valid certificate (as on date of bid submission)
vi)	EOI EMD	Submit the Transaction Details
vii)	Blacklisting: The bidder should not have been blacklisted by any of the State/ Central Government or organizations of the State/ Central Government in India or abroad in the past three years.	Self- Declaration in Prescribed Format as Annexure-3 .
viii)	Insolvent/ Non- bankruptcy: The bidder must have not been declared insolvent/ bankrupt or should not have filed for insolvency/ bankruptcy or in the process of being declared bankrupt	Self-Declaration by the bidder not being bankrupt shall be submitted.
ix)	Power of Attorney: A power of attorney / Board resolution in the name of the person signing the bid by Bidder.	Copy of Original Power of Attorney (on non-judicial stamp paper of Rs. 100)/-. Board resolution copy duly notarized.
x)	Business Associate: The bidder must be RailTel's empaneled business associate/ partner as on last date of bid submission against this EOI.	Copy of empanelment letter.
xi)	Presence outside India: The Bidder must have at least one office either Branch office or subsidiary in country other than India.	Copy of Registration Certificate and proof of Holding the overseas Branch Office or subsidiary by the bidder.
xii)	Overseas Experience: The bidder must have completed one Data Centre Project outside India. The Project value (Excl.Taxes) must be minimum Rs. 16 Cr. (or equivalent in case of Non-INR work order). The Project will be considered as eligible where the bidder was main contractor or part of JV/Consortium or Sub-contractor and the value (Excl. Taxes) of the work assigned to bidder is more than Rs. 16 Cr. (or equivalent in case of Non-INR work order). In case the bidder was JV/Consortium or Sub-contractor, the work on part of bidder must be of Data Centre related activities.	Copy of Purchase order and completion Certificate.

Note: Consortium / JV participation is not allowed.

Annexure A

(To be on non-judicial stamp paper of the value of Rs. 100/- duly notarised)

Non-Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") is between

RailTel Corporation of India Limited (here in after referred as RailTel), a company incorporated under the Companies Act 1956, having its registered and corporate office at Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 and CIN: L64202DL2000GOI107905 (hereinafter referred to as "Disclosing Party") And ____<<Bidder Name>>____, a company incorporated under the Companies Act 1956, with its principal place of business at __<<Partner City>>__ and CIN: _____ (hereinafter referred to as "Receiving Party")

WHEREAS, in connection with a contemplated business relationship between Disclosing Party and Receiving Party, Disclosing Party desires to disclose to Receiving Party certain confidential or proprietary information ("Confidential Information") for the purpose of the Approved Purpose.

In consideration of the mutual agreements and covenants herein contained, the parties hereto agree as follows:

1. Information

- 1.1. For purposes of this Agreement, "Confidential information" shall include all information or material that is related to the business of the Disclosing Party which
 - (i) may derive economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and
 - (ii) is the subject of efforts by Disclosing Party that are reasonable under the circumstances to maintain its secrecy and Classification including:
 - (a) information disclosed in tangible form clearly and conspicuously labeled or marked as Confidential, Classification , Proprietary or some similar warning;
 - (b) identifying any oral presentation or communication as confidential immediately before, during or after such oral presentation or communication; or
 - (c) otherwise treating such information as Confidential.
- 1.2. The provisions of clause 1.1 above shall not apply to the whole or any part of the Information to the extent that it is:
 - (i) trivial or obvious;
 - (ii) already in the other's possession other than as a result of a breach of this clause; or
 - (iii) in the public domain.
- 1.3. For the purposes of this Agreement, Confidential Information would also include information (written or oral) including, but not limited to, drawings, drafts, sketches, designs, work-in-progress, information and details about products or concepts etc. that shall be disclosed to the Receiving Party for the Approved Purpose.
- 1.4. For the purposes of the Agreement, Confidential Information shall also include the list of items in Exhibit A.

2. Approved Purpose

"Approved Purpose shall mean "selection of suitable system integrator for "Establishing Data Centre Inside The Existing Building of Ministry of Foreign Affairs (MOFA), The Federal Democratic Republic Of Ethiopia, Addis Ababa". having Scope of Work as described in the **RailTel/EOI/CO/MKTG/SB/International/2025-26/01 dated 31th December 2025** issued by RailTel.

3. Ownership of Confidential Information

All Confidential Information disclosed by any party shall remain the property of such party. Nothing herein shall require the disclosure of any Confidential Information.

4. Use of Information and Disclosure

The Receiving Party agrees to take reasonable care to safeguard the confidential nature of the foregoing Confidential Information, and such reasonable care shall not be less than the degree of care used to prevent disclosure of its own proprietary material.

Further:

- 4.1. Receiving Party shall use Confidential Information given by the Disclosing Party to Receiving Party hereunder only for purposes related to the Approved Purpose and not for its own use or the benefit of any third party.
- 4.2. Receiving Party will not, without the prior written consent of the Disclosing Party, disclose, give away, divulge, exchange or make known or available in any manner to any person, Disclosing Party, corporation or other entity (whether or not the Receiving Party receives any benefit there from) the Disclosing Party's Confidential Information or any information derived there from to any person other than a director, officer, employee, Receiving Party or other representative ("Authorized Person") who needs to know such Confidential Information in connection with the Services;
- 4.3. Receiving Party shall keep confidential all information (written or oral) concerning the business and affairs of the Disclosing Party that it shall have obtained or received as a result of the discussions leading up to or the entering into or performance of this Agreement (the "Confidential Information");
- 4.4. Receiving Party
 - (i) must receive and hold the Confidential Information in trust and in the strictest confidence;
 - (ii) must protect the Confidential Information from disclosure and in no event take any actions causing, or fail to take actions necessary in order to prevent, any Confidential Information to lose its character as Confidential Information and
 - (iii) must not use, reproduce, distribute, disclose or otherwise disseminate the Confidential Information except in connection with the Services. Any and all reproductions of the Confidential Information must prominently contain a "Confidentiality and/or Proprietary" Label;
- 4.5. Receiving Party shall be under no obligation if any Confidential Information:
 - (i) is or becomes part of the public domain other than by breach of this Agreement by Receiving Party;
 - (ii) is released to the public in writing by the Disclosing Party;
 - (iii) is developed by the Receiving Party independent of any Confidential Information;
 - (iv) is rightly received by Receiving Party from a third party; or
 - (v) is known to the Receiving Party prior to receipt hereunder and can verify such knowledge.

5. Return of Information

Upon the written request of Disclosing Party or following the termination of this Agreement, Receiving Party shall return or destroy all Confidential Information of the Disclosing Party and any notes, correspondence, analyses, compilations, documents or other records containing Confidential Information, including all copies thereof, then in the possession of the Receiving Party or its representatives, except that a copy of such materials may be maintained by the legal counsel of the Receiving Party so long as such information is maintained as confidential pursuant to the terms of this Agreement. Any such return of Confidential Information shall not abrogate the

continuing obligations of the Receiving Party under this Agreement.

6. Permitted disclosure

- 6.1. The Receiving Party shall take all practical steps to keep the Disclosing Party's Confidential Information confidential and shall restrict access to the Confidential Information to those employees, agents and professional advisers to whom disclosure is necessary in pursuit of the Approved Purpose. Each Party shall inform all such employees, agents and professional advisers of the provisions of this Agreement and shall be responsible for ensuring compliance with the said provisions by all such employees, agents and professional advisers.
- 6.2. In the event that the Receiving Party is required by law or legal process to disclose the Disclosing Party's Confidential Information, the Receiving Party shall notify the Disclosing Party in writing prior to making such disclosure in order to facilitate seeking a protective order or other appropriate remedy from the proper authority; and that the Parties agree to cooperate with each other in seeking such court order or other remedy, and further agree that if the Receiving Party is not successful in obtaining such court order, it will furnish only that portion of the Confidential Information that is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

7. Term

The term of the Agreement will remain in effect with the respect to any Confidential Information for the period of 5 year from the time of its disclosure.

8. Acknowledgements and Disclaimers

- 8.1. All Confidential Information is provided "AS IS" and without any warranty, express, implied or otherwise, including but not limited to any warranties regarding its accuracy, completeness, performance or non-infringement of third-party rights or its merchantability or fitness for a particular purpose. Receiving Party must make its own assessment of the other party's Confidential Information and must satisfy itself as to its accuracy and completeness.
- 8.2. Disclosing Party is not obliged to enter into any further agreement or discussion with the Receiving Party or to refrain from entering into an agreement or discussion with a third party as a result of the entry into this Agreement.
- 8.3. Any reliance by the Receiving Party, or other person, on any Confidential Information is solely at its own risk.

9. Representations and Warranties

- 9.1. The Disclosing Party warrants that it has all necessary rights to disclose lawfully the Confidential Information and the Confidential Information has not been provided in breach of any other agreement or arrangement with third parties.
- 9.2. Each party warrants that it is a corporation with full corporate power and authority to enter into and do all things necessary for the performance of this agreement. Each signatory to this agreement warrants that he or she is authorized to sign on behalf of the corporation for whom he or she acts.

10. Independent Contractor Status

The parties agree that Receiving Party shall be an independent contractor and not an agent, employee or representative of Disclosing Party. Nothing in this Agreement will be deemed to create any joint venture, partnership or principal-agent relationship between Disclosing Party and Receiving Party, and neither will hold itself out in its advertising or in any other manner which would indicate any such relationship with the other.

11. No Publicity

The Receiving Party agrees that it will not, without the prior written consent of the Disclosing Party, issue any press release or announcement or otherwise disclose the existence or nature of any discussions or negotiation with the Disclosing Party, this Agreement and the Services.

12. No Assignment

This Agreement may not be assigned by the Receiving Party without the prior written consent of the Disclosing Party, which consent shall not be unreasonably withheld. The Disclosing Party may assign its clients and obligations to any other person or Disclosing Party, and give a 30-day written notice to the Receiving Party prior to doing so.

13. Severability

If any provision of this Agreement shall be held invalid in a court of law, the remaining provisions shall be construed as if the invalid provision were not included in this Agreement.

14. Waiver

No failure or delay on the part of either party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any such right, power or privilege or of any other right, power or privilege operate as a waiver of any subsequent exercise thereof.

15. No License

By disclosing information or executing this agreement, the Disclosing Party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right to Receiving Party.

16. Force Majeure

If at any time during the existence of this contract, either Party is unable to perform whole or in part any obligation under this contract, because of war, hostility, military operations of any character, civil commissions, sabotage, quarantine restrictions, acts of Government, fire, floods, explosions, epidemics, strikes or other labor trouble embargoes and any other matter beyond human control/capability, then the date of any obligation shall be postponed during the time which such circumstances are operative.

17. Governing Law; Dispute Resolution

This Agreement shall be construed according to and governed by the Honorable Courts of New Delhi, India, without regard to the conflicts of laws or provisions thereof. All legal proceedings, including the rendering of any

award, shall take place in New Delhi, India, which shall be the exclusive forum for resolving any dispute, controversy or claim arising out of or related in any manner to this Agreement.

All the disputes, differences, controversies / differences of opinions, breaches and violation arising from or related to the agreement arises out of this Agreement between parties then same shall be resolved by mutual discussions / reconciliations in good faith.

In the event, that any dispute or difference relating to the interpretation and application of the provisions of this Contract is not settled amicably, the dispute shall escalate to arbitration to be conducted by sole arbitrator to be mutually nominated by the Parties. The proceedings shall be governed by the Arbitration and Conciliation Act, 1996 as amended. The language of the arbitration shall be English, and the arbitration venue will be New Delhi. The decision of the sole arbitrator shall be final and binding on the parties.

18. Injunctive Relief

- 18.1. The Parties acknowledge that compliance with this Agreement is necessary to protect the goodwill and other proprietary interests of the Disclosing Party and that a breach of this Agreement will give rise to irreparable and continuing injury to the Disclosing Party which is not adequately compensable in monetary damages or at law. Accordingly, the Parties agree that the Disclosing Party may obtain injunctive and other equitable relief against the breach or threatened breach of the foregoing provisions, in addition to any other legal remedies that may be available under this Agreement. If the Disclosing Party shall make application to a court of competent jurisdiction for injunctive relief to enforce this Agreement, the Receiving Party waives, to the greatest extent permissible, any requirement that the Disclosing Party post bond or other security as a precondition to an injunction, whether temporary or permanent.
- 18.2. Each Party agrees that if the Receiving Party shall violate any of the obligations under this Agreement, the Disclosing Party shall be entitled to an accounting and repayment of all profits, compensation, commissions, remuneration, or other benefits that the Receiving Party or any third party given access to (or possession of) the Disclosing Party's Confidential Information, directly or indirectly, by the Receiving Party, directly or indirectly, has realized and/or may realize as a result of, growing out of, or in connection with such violation. These remedies shall be in addition to, and not in limitation of, any injunctive relief or other rights to which the Disclosing Party is or may be entitled at law, or in equity, or under this Agreement.
- 18.3. In the event either Party initiates action to enforce its rights hereunder, the prevailing party shall recover from the non-prevailing party its reasonable expenses, court costs, including taxed and untaxed costs, and reasonable attorneys' fees, whether suit be brought or not.

19. Electronic Signature

19.1. Counterparts:

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. To expedite the process of entering into this Agreement, the parties agree that signed Transmitted Copies shall be deemed equivalent to original documents until such time as original documents are executed and delivered.

19.2. Notice:

All notices under this Agreement shall be in writing and shall be deemed given:

- (a) when personally delivered; or
- (b) when sent by confirmed fax; or
- (c) when sent by confirmed e-mail; or
- (d) when sent by pre-paid first-class post to the address of the party set out in this Agreement or (if any) such address as such party last provided to the other by written notice.

20. Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both Parties.

21. Headings

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

The Parties have executed this Agreement on Jan, 2026.

Signed for and on behalf of RailTel Corporation of India Limited:	Signed for and on behalf of ____ <<Bidder>> ____:
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____

Witness-1:

Name: _____

Designation: _____

Witness-2:

Name: _____

Designation: _____

Annexure B :EMD (as BG) Format

EMD BANK GUARANTEE FORMAT

WHEREAS, _____ [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated _____ [date] Selection of Implementation Partner from RailTel Empaneled Business Associate for exclusive ARRANGEMENT for the work of "....." [name of Contract] (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We _____ [name of bank] of

_____ [name of country] having our registered office at

_____ (Hereinafter called "the Bank") are bound unto RailTel Corporation of India **Limited.**, Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 [name of Employer] (hereinafter called "the Employer") in the sum of Rs. xxxxxxx (Rupees **in words** only) for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;

or

(2) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of Bid validity:

a) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required;

or

b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders;

or

c) does not accept the correction of the Bid Price;

we undertake to pay to the Employer up to the above amount upon receipt of his first written

demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____ *

days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

[Signature, name, and address]* _____ days after the end of the validity period of the Bid.
