

RAILTEL CORPORATION OF INDIA LIMITED
(A Govt. of India Undertaking)

Expression of Interest for selection of suitable partner from Empaneled Business
Associate for Exclusive Pre-Bid teaming arrangement

For

“SITC of Network Access Control (NAC) Solution for end customer”

EOI No: RailTel/EOI/COMKTG/EB/NAC/2026-27/55602 dt. 20th-Apr-2026

EOI NOTICE

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

EOI No: RailTel/EOI/COMKTG/EB/NAC/2026-27/55602

RailTel Corporation of India Ltd., (here after referred to as “RailTel”) invites EOIs from RailTel’s Empanelled Partners for the selection of suitable partner as Exclusive pre bid teaming arrangement for “SITC of Network Access Control (NAC) Solution for end customer” for scope of work to Supply, Installation, Testing and Commissioning of Network Access Control (NAC) Solution for a period of 05 years along with buyback for end CUSTOMER. The scope of work broadly comprises of the following activities:

SITC of NAC solution for a 5-year period with buyback for end customer

The details are as under:

1	Last date for submission of Technical Packet against EOI by bidders	23 rd April 2026 at 15:00 Hours
2	Opening of Technical Bid of EOI.	23 rd April 2026 at 15:30 Hours
3	Number of copies to be submitted for scope of work	One
4	Bid Cover	Single packet Single Cover
5	EOI fees (Non-refundable; Bid document fee + Processing fee)	INR 25,000/- (Twenty-Five Thousand only, to be submitted via online bank transfer only).
6	Token EOI EMD	Rs. 5,00,000/- (Five Lakhs Only) to be submitted along with EOI (To be submitted via online bank transfer only). Balance EMD to be submitted by selected Business Associate, in the form of BG/online transfer before submission of final bid to the end customer of the remaining value equivalent EMD of Rs 16,82,880/- (as per Customer RFP EMD value) RailTel Bank Details: Union Bank of India Account No.: 340601010050446 IFSC Code: UBIN0534064

6	Customer RFP Details	GeM Portal: GEM/2026/B/7245414 dt. 27-03-2026
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The EMD should be in favor of RailTel Corporation of India Limited payable at Delhi through online bank transfer or EMD can be submitted as PBG in favor of RailTel Corporation of India Limited. Partner needs to share the online payment transfer details like UTR No., date and Bank along with the proposal.

Eligible Business Associates are required to direct all communications related to this Invitation for EOI document, through the following Nominated Point of Contact persons:

(Marketing Member)

Contact: Sh. Yogesh Sen

Designation: Asst. GM/BD/CO

Email: yogeshsen@railtelindia.com

(Technical Member)

Contact: Sh. Sumit Shrivastava

Designation: Asst. GM/Tech

Email: sumitsrivastava@railtelindia.com

(Finance Member)

Contact: Smt. Kriti Gupta

Designation: AGM/CO/Fin

Email: cakriti@railtelindia.com

(Customer Account Manager)

Contact: Sh. Arya Vrat Sharma

Designation: JGM/EB/CO

Email: aryavrat@railtelindia.com

Note:

1. **In case of non-submission of final bid to customer, RailTel is not responsible or liable to pay any compensation to the selected bidder against this EOI.**
2. Empanelled partners are required to submit the EOI response on e-Nivida (<https://railtel.enivida.com/>) portal, duly signed by Authorized Signatories with Company seal and stamp.
3. The EOI response is invited from eligible **Empaneled Partners of RailTel only.**
4. All the documents must be submitted with **proper indexing and page no.**
5. This is an **exclusive pre-bid partnership arrangement with an empaneled business associate of RailTel for participating in the end customer RFP at GeM Vide Dated 24.02.2026.** The selected partner's authorized signatory must give an undertaking for not submitting directly or indirectly their 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 the end customer organization by RailTel). This undertaking must be given with this EOI Response.

6. **Transfer and Sub-letting.** The Business Associate 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 Contract or any part thereof.
7. Any Customer eligibility criteria sought from the bidder (i.e. RailTel) except OEM eligibility Criteria in the customer RFP **GeM Portal dt. 27-03-2026**. may not be required. The Business associate has to qualify the criteria of this EOI. However, compliance of OEM criteria as sought in customer RFP **GeM Portal dt. 27-03-2026**. must be provided by participant BA in the EOI.
8. Selected bidder shall support RailTel to submit invoices to end customer on time by providing completion certificates for its scope of work.
9. Bidder/selected partner understands that if he so selected will be treated as Bidder and not vendor in any manner. It is categorically agreed without any doubt that provision related to MSME shall not be applicable to the selected partner against this EOI and any of its outcome. All payment terms shall be governed in accordance with the definitive agreement entered with the bidder specifically of the EOI only without any benefits of MSME/MSE's rules and regulations of Govt. of India.
10. RailTel shall raise the invoices to end customer as per project milestones. Successful bidder must ensure that project milestones are met so that invoicing can be done in time bound manner.
11. All terms and conditions are applicable (except Bidder eligibility on **back-to-back basis** on selected bidder as per customer RFP available on **GeM Portal GEM/2026/B/7245414 dt 27/03/2026**, **No advance payment is applicable**).
12. **Variation** of the requirement will be on **back-to-back basis** as per customer RFP at **GeM Vide RFP No. GEM/2026/B/7245414 dt 27/03/2026**
13. **Price schedule** to be submitted as per **customer RFP at GeM vide no. GEM/2026/B/7245414 dt 27/03/2026**

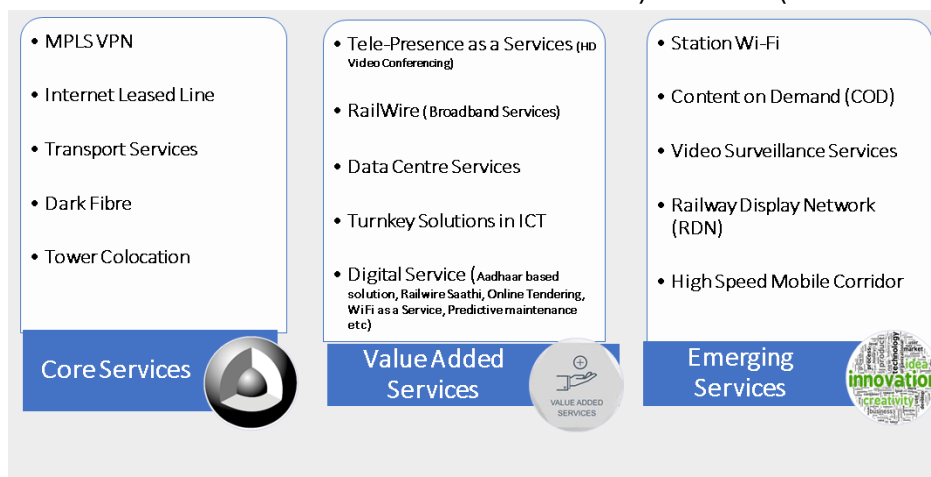
1. Introduction about RailTel

RailTel Corporation of India Limited (RailTel), an ISO-9001:2000 organization is a Navratna Government of India undertaking under the Ministry of Railways. The Corporation was formed in Sept 2000 with the objectives to create nationwide Broadband Telecom and Multimedia Network in all parts of the country, to modernize Train Control Operation and Safety System of Indian Railways and to contribute to realization of goals and objective of national telecom policy 1999. RailTel is a wholly owned subsidiary of Indian Railways.

RailTel has approximately 61000 kms of OFC along the protected Railway tracks. The transport network is built on high-capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon and Secunderabad hosting / co-locating critical applications. RailTel is also providing Telepresence as a Service (TPaaS), where a High-Definition Video Conference facility bundled with required BW is provided as a Service.

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. These regions are further divided into territories for efficient working. RailTel has territorial offices at Guwahati, & Bhubaneswar in East, Chandigarh, Jaipur, Lucknow in North, Chennai & Bangalore in South, Bhopal, and Pune & Ahmedabad in West. Various other territorial offices across the country are proposed to be created shortly.

RailTel's business service lines can be categorized into three heads namely B2G/B2B (Business to Government and Business to Business) and B2C (Business to customers):



Licenses & Service portfolio:

Presently, RailTel holds Infrastructure Provider -1, National Long-Distance Operator, International Long-Distance Operator and Internet Service Provider (Class-A) licenses underwhich the following services are being offered to various customers:

a) Carrier Services

- National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India using stateof the art NGN based network through its Interconnection with all leading Telecom Operators
- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth&above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTSof Telco's

b) Enterprise Services

- Managed Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above
- MPLS VPN: Layer-2 & Layer-3 VPN available for granularities from 2 Mbps& above
- Dedicated Internet Bandwidth: Experience the "Always ON" internet connectivity at yourfingertips in granularities 2 Mbps to several Gbps

c) DATA CENTER Infrastructure as a service (IaaS), Hosting as Services, Security operation Centre as a Service (SOCaaS): RailTel has MeitY empaneled two Tier-III data centers in Gurgaon & Secunderabad. Presently RailTel is hosting critical applications of Indian Railways, Central & State government/ PSUs applications. RailTel will facilitate Government's applications / hosting services including smooth transition to secured state owned RailTel's Data Centers and Disaster Recovery Centers. RailTel also offers SOC as a Service 'SOCaaS'. In addition, RailTel offers VPN client services so that employees can seamlessly access government's intranet, applications securely from anywhere without compromising security.

- National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India using stateof the art NGN based network through its Interconnection with all leading Telecom Operators
- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth&above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTSof Telco's

d) High-Definition Video Conference: RailTel has unique service model of providing high-definition video conference bundled with Video Conference equipment, bandwidth and FMS services to provide end to end seamless services on OPEX model connecting HQ with other critical offices. RailTel also offers application-based video conference solution for employees to be productive specially during this pandemic situation.

e) Retail Services – Rail Wire

Rail Wire: Triple Play Broadband Services for the Masses. RailTel has unique model of delivering broadband services, wherein local entrepreneurs are engaged in delivering & maintaining broadband services and up to 66% of the total revenues earned are shared to these local entrepreneurs in the state, generating jobs and revitalizing local economies. On date RailTel is serving approx. 5,00,000 subscribers on PAN Indian basis. RailTel can provide broadband service across– Government PSU or any organization's officers colonies and residences.

2. Project Background and Objective of EOI

RailTel intends to participate in the GeM bid floated by GAIL (India) Limited for the "Supply, Installation, Testing and Commissioning of Network Access Control (NAC) Solution for a period of 05 years along with buyback". RailTel invites Expressions of Interest (EOIs) from its Empaneled Partners for the selection of a suitable partner for participating in the below-mentioned work for the agreed scope of work.

The project involves the establishment of a dedicated, appliance-based on-premises NAC solution (with no dependency on the cloud) at GAIL's primary Data Center (DC) in Noida and Disaster Recovery (DR) site in Jaipur. The selected partner shall be responsible for the supply of hardware and subscription-based software licenses, seamless installation and configuration of the NAC appliances (including N+1 High Availability architecture at the Noida DC), integration with existing network infrastructure and security systems (such as managed/unmanaged switches, wireless controllers, Windows Active Directory, Firewalls, and SIEM), endpoint posture assessment and compliance policies, and providing end-to-end 24x7x365 comprehensive on-premises support and maintenance services for a period of five years from the date of solution acceptance.

3. Scope of Work

The following sections details out the minimum mandatory Scope of Work to be performed by bidder. The bidder shall be responsible for all the services, functions/requirements listed in the following paragraph and as defined in the RFP.

Brief Scope of Work: The selected partner shall be responsible for the end-to-end execution of the project, which broadly encompasses the following activities:

- **Supply of NAC Solution:** Delivery of a dedicated, physical appliance-based on-premises Network Access Control (NAC) Solution (including hardware, software, and subscription-based licenses) without any cloud dependency. The appliances must be deployed in an N+1 High Availability architecture at GAIL's primary Data Center (DC) in Noida, and in standalone mode at the Disaster Recovery (DR) site in Jaipur.
- **Installation, Testing & Commissioning (ITC):** Execution of ITC activities within 6 weeks of delivery. This involves seamless integration with GAIL's existing network infrastructure (managed and unmanaged switches, wireless controllers, etc.) and security systems, including Windows Active Directory, Email servers, SIEM, EDR, and Patch Management tools.
- **Configuration & Policy Enforcement:** Configuring the solution for automated asset discovery, profiling, and classification of all IP-enabled endpoints. The partner must set up compliance policies for posture assessment (e.g., checking for OS patches and antivirus), guest access management, and the detection and auto-remediation/quarantine of unauthorized (rogue) devices.
- **On-Premises Support Services:** Providing comprehensive 24x7x365 support and maintenance for a period of five (5) years from the date of solution acceptance. This includes deploying qualified Support Engineers at the Noida location to manage daily health checks, policy updates, reporting, and coordination with the OEM.
- **Training:** Conducting OEM-certified hands-on training for six (6) GAIL officers for a period of four days.
- **Buyback & E-Waste Management:** Picking up old buyback assets from the Noida and Jaipur locations and submitting a valid E-Waste Management and Handling certificate from an authorized collection center or recycler.

Customer RFP Note -: The above stated Scope of work mentioned are comprehensive however not limited to the RFP. Hence during the requirements development phase service provider will submit their understanding and SRS document for approval.

The above scope of work is indicative, the detailed scope of work, financial format, and the end customer details are as per customer RFP GeM GEM/2026/B/7245414 dt. 27-03-2026

In case of any discrepancy or ambiguity in any clause/specification pertaining to the scope of the work area, the RFP released by the end customer organization shall supersede and will be considered sacrosanct. (All associated clarifications, responses to queries, revisions, addendum and corrigendum, associated prime service agreement (PSA)/MSA/SLA also included). Please refer the Customer RFP at **GeM Portal ref. GEM/2026/B/7245414 dt. 27-03-2026** till last date of submission of bid.

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

4. Response to EOI guidelines

I. Language of Proposals

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

II. 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 before selecting the partner, without thereby incurring any liability to the affected bidder or Business Associate or without any obligation to inform the affected bidder or bidders about the grounds for RailTel's action.

III. EOI Response Document

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

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

IV. Period of Validity of Bids and Bid Currency

Bids shall remain valid up to (180 days + 3 months) from the last date of Bid submission of End customer RFP **at GeM Portal ref. GEM/2026/B/7245414 dt. 27-03-2026** Or as per end customer requirement if extended.

V. Bidding Process

The bidding process as defined in para 7 & Eligibility Criteria is mentioned in para 5.

VI. Bid Earnest Money (EMD)

The Business Associate shall furnish a sum as given in EOI Notice via online transfer from any scheduled bank in India in favor of "RailTel Corporation of India Limited" along with the offer. This will be called **EOI EMD. The EMD can also be submitted in the form of Bank Guarantee.**

BG as EMD validity: BG as EMD validity: Bid validity period (90 days from the last date of bid submission) + 3 months and claim period of 1 year from BG expiry period **OR** 3 months beyond customer's bid validity (whichever is higher)

- a. Offers not accompanied by valid EOI Earnest Money Deposit shall be summarily rejected.
- b. In case Bidder's offer is selected for bidding, the bidder has to furnish Earnest Money Deposit balance (EMD) in proportion to the quoted value/scope of work to RailTel before submission of the bid to the end customer as and if applicable as per details mentioned in Para-5 of EOI notice.
- c. **Return of EMD for unsuccessful Business Associates:** EOI EMD of the unsuccessful Business Associate shall be returned without interest after completion of EOI process.
- d. **Return of EMD for successful Business Associate:** EOI-EMD & Earnest Money Deposit (balance proportionate EMD), if applicable, of the successful bidder 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. 4.7) from Business Associate whichever is later.
- e. **Forfeiture of EOI EMD or EOI EMD & EMD (balance proportionate EMD) and/ or Penal action as per EMD Declaration:**
 - 1. The EOI EMD may be forfeited and/ or penal action shall be initiated if a Business Associate withdraws his offer or modifies the terms and conditions of the offer during the validity period.
 - 2. In case the Bidder fails to pay the balance EMD, the token Earnest Money Deposit shall be forfeited, and all interests/claims of such Business Associate shall be deemed as foreclosed.
 - 3. **Non-submission of SD and/ or PBG** (as per clause no. 4.7) leads to forfeiture of EOI EMD, EMD (balance proportionate EMD).

VII. Security Deposit / Performance Bank Guarantee (PBG)

- a. In case the bid is successful, the PBG (percentage and validity as prescribed by customer) of the requisite amount proportionate to the agreed scope of the work will have to be submitted to RailTel.
- b. As per the work share arrangements agreed between RailTel and Business Associate, the PBG will be proportionately decided and submitted by the selected Business Associate.

VIII. Last date & time for Submission of EOI response

EOI response must be submitted to RailTel at eNivida portal, not later than the specified date

and time mentioned in the preamble.

IX. Modification and/or Withdrawal of EOI response

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

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

The successful Business Associate will not be allowed to withdraw or back out from the response commitments. In case of withdrawal or back out by the successful business associate, the Earnest Money Deposit shall be forfeited, and all interests/claims of such Business Associate shall be deemed as foreclosed.

X. Details of Financial bid for the above-referred tender

The final financial bid for the tender will be prepared jointly with the selected Business Associate so that the optimal bid can be put with a good chance of winning the Tender.

XI. Clarification of EOI Response

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

XII. Period of Association/ Validity of Agreement

RailTel will enter into a pre-bid agreement with selected bidder with detailed Terms and conditions. The pre-bid agreement to have terms and conditions that is in line with end customer RFP **GeM Portal ref. GEM/2026/B/7245414 dt. 27-03-2026** & mutually agreed upon.

5. Eligibility Criteria for Bidding Business Partner of RailTel

S.No.	Parameter	Qualifying Criteria	Documents to be provided
1.	Empanelment with RailTel	Bidder must be empanelled partner of RailTel	• Copy of Valid Empanelment letter
2.	Authenticity of the NAC Solution	Bidder should be either Manufacturer or Authorized Business Partner/System Integrator of the quoted make & model of the offered items i.e., Network Access Control (NAC) Solution	a) If the Bidder is Manufacturer of the quoted make & model, then the bidder must submit a copy of incorporation issued by the company of registrar / Excise Registration / GST Registration /ISO/SSI/NSCI Certificate' or any other valid legal documents. b) If the bidder is Authorized Business Partner/System Integrator for the quoted make & model, then the bidder must submit a copy of letter issued by Manufacturer referring this tender number and confirming bidder's status as their authorized business partner/ system integrator supplier of quoted items and hat the bidder is capable of providing maintenance support services.
3.	Turnover and Networth	Average annual turnover of at least Rs. 4.21 Cr from the last three financial years (2022-23 to 2024-25). The bidder should have profitable and have positive net worth as per last audited financial year statement.	Certificate from CA clearly specifying the annual turnover, profit after tax, net worth and working capital Supported with Audited financial statements.

		Bidder must have minimum working capital of INR 84 Lakhs	
4.	Technical Experience	Bidder should have successfully executed a single order for "Supply, Installation, Testing and Commissioning of Network Admission/Access Control (NAC) Solution with or without Support Services" for minimum value of Rs. 421 Lakh (50% of annualized value* rounded off in lakh), in preceding Seven (07) years, to be reckoned from the due date of submission of bid.	Bidder must submit copy of Order showing detailed scope of work along with supplied quantities, specifications and documentary evidence regarding satisfactory completion / execution of Order. The documentary evidence of client organization regarding satisfactory execution of order submitted in support of BEC must clearly indicate the following: - 1. Full Name & Address of Client and officer issuing certificate, 2. Reference to relevant order 3. A certificate from the client stating that the work has been completed satisfactorily
5.	Provenness of OEM solution	The proposed OEM NAC solution must have at least 02 deployments in any organization in India for monitoring & managing of at least 13500 IP devices in each of such deployments. The proposed OEM Solution must be successfully implemented and working for at least 01 year during preceding seven (07) years reckoned from the due date of submission of bid.	1. A formal undertaking on Manufacturer's letterhead, detailing the organizations where the proposed NAC solution of quoted make & model for monitoring & managing of at least 13500 IP devices in each of such deployments were used/are currently in use. Or A copy of the order issued by the Manufacturer's client highlighting the proposed NAC solution of quoted make & model for monitoring & managing of at least 13500 IP devices in each of such deployments 2. The documentary evidence from client that the proposed NAC solution of quoted make & model to End Customer for monitoring & managing of at least 13500 IP devices in each of such deployments is successfully operational for at least 1 year.

6.	Quality Certifications	Bidder must possess valid ISO 27001:2022	Copy of valid certificate/s.
7.	Non-Blacklisting	Bidder should not have been blacklisted/debarred by any Govt. agency or PSU in the last 5 years	Self-undertaking affidavit on Rs. 100 Stamp Paper duly notarized.
8.	Unconditional Acceptance of Scope of Work	Undertaking on letterhead duly signed and stamped by authorized signatory for unconditional Acceptance of the Scope of work and any Other/General Document.	Bidder must submit the unconditional acceptance of the scope of work as per the BIDs.
9.	Unconditional acceptance of BID terms	BID's unconditional acceptance on company's letterhead	Bidder must submit the unconditional acceptance of the BID terms.
10.	Annexure - 01	BID COVER LETTER	
11.	Annexure - 02	Self-Certificate for Tender, Technical & other compliance	
12.	Annexure - 03	Non-Blacklisting Bidder should not be blacklisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body on the last date of submission of BID	Bidder has to submit undertaking/affidavit on letterhead/Non judicial stamp paper duly signed and stamped by authorized signatory for non-blacklisting (past 3 years).
13.	Annexure - 04	Format of Affidavit	On Rs 100 Non judicial stamp paper and notarised.
14.	Annexure – 05	Non-Disclosure Agreement	As per Railtel's EOI
15.	Annexure – 06	EMD in BG Format	EMD/PBG Bank Guarantee Format
16.	Annexure – 07	Technical Compliance	Bidder must submit the technical compliance (HR Requirements) along with the bid
17.	Annexure – 08	Compliance to Rule 144 (xi) of GFR, 2017 including amendments till date	
18.	Annexure – 09	Undertaking on Conflict of Interest	
19.	Annexure – 10	Power of Attorney Format	On Rs 100 Non-judicial stamp paper and notarized
20.	Annexure- 11	Price Schedule	To be submitted on letterhead signed by authorized signatory

21.	Annexure – 12	CHECKLIST OF DOCUMENTS FOR BID SUBMISSION	Bidder has to provide the filled checklist (As per RailTel EOI and Customer EOI both)
22.	Any other Document of OEM and SOR compliance as per customer RFP at GeM Portal ref. GEM/2026/B/7245414 dt. 27-03-2026		

Note: Successful Bidder shall get the RailTel's document to be duly filled and signed Check list for submission of documents for qualification for Bid Evaluation Criteria (BEC) as per Customer RFP format F-8 (B) by RailTel for submission of the Tender as per following:

(i) Technical Criteria of BEC:

All documents in support of Technical Criteria of BEC to be furnished by the Bidder shall necessarily be duly certified/ attested by Chartered Engineer and Notary Public with legible stamp.

6. Bidder's Profile

The bidder shall provide the information in the below table:

S.No.	ITEM	Details
1.	Full name of bidder'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 bidder'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	

7. Evaluation Criteria

- I. The Business Associates are evaluated based on the Eligibility Criteria as per clause no. 5 above.
- II. 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 a lead factor to the Business associate as per RailTel policy for shortlisting partners against this EOI.

- III. All General requirements mentioned in the Technical Specifications are required to be complied with. The solution proposed should be robust and scalable.
- IV. The selection of successful BA among the participant BAs in the EOI will be purely based on the compliance of eligibility as per clause no. 5 and L1 in price quotation.

8. Payment terms

8.1 RailTel shall make payment to selected Business Associate after receiving payment from Customer for the agreed scope of work. In case of any penalty or deduction made by customer for the portion of work to be done by BA, same shall be passed on to Business Associate.

8.2 All payments by RailTel to the Partner will be made after the receipt of payment by RailTel from end Customer organization. No advance payment will be done.

8.3 Actual payment terms shall be as per agreement between RailTel and Customer and shall be confirmed at the time of PO issuance.

8.4 RailTel shall release the payment to selected bidder after receiving payment from Customer and on submission of Tax invoice by selected bidder on back-to-back basis.

8.5 Payment terms are on back-to-back basis on receipt of the payment from customer (No Advance payment).

8.6 Business Associate has to accept payment terms clause of customer RFP at GeM Portal ref. GEM/2026/B/7245414 dt. 27-03-2026 as well.

9. SLA

The selected bidder will be required to adhere to the SLA matrix as defined in the end Customer organization tender for its scope of work and the SLA breach penalty will be applicable proportionately on the selected bidder, 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 proportionately based on its scope of work. Business Associate has to accept SLA clauses of customer RFP at GeM Portal ref. GEM/2026/B/7245414 dt. 27-03-2026 as well

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.

10. Variation in Contract

+/- 50 % variation may be operated during the period of validity of agreement with the approval of competent authority with similar terms and procedure as specified in the agreement with customer or EOI or variation clause of the customer must be adhered with.

11. Security Deposit / Performance Bank Guarantee (PBG)

In case RailTel submits BG to customer, successful bidder has to furnish security deposit in the form of Performance Bank guarantee @ 10% of issued PO/ LOA value with tax of valid for 3 months beyond the date of completion of all contractual obligations including warrantee obligations. The same should be submitted within 30 days of issue of LOA/PO, failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of LOA/PO. This PBG should be from a Scheduled Bank and should cover warranty period plus three months for lodging the claim. The performance Bank Guarantee will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.

11.1 The Performa for PBG is as per Customer PBG format. If the delivery period gets extended, the PBG should also be extended appropriately. The security deposit/PBG shall be submitted to Corporate Office & will bear no interest.

11.2 A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in interest of bidder to obtain RailTel's Bank IFSC code, its branch and address and advise these particulars to the BG Issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.

11.3 The security deposit/Performance Bank Guarantee shall be released after successful completion of Contract, duly adjusting any dues recoverable from the successful tenderer. Security Deposit in the form of DD/Pay Order should be submitted in the favour of "RailTel Corporation of India Limited" payable at New Delhi Only. Any performance security upto a value of Rs. 5 Lakhs is to be submitted through DD/Pay order / online transfer only.

11.4 The claim period of PBG shall be 1 year after date of PBG validity.

11.5 In case of any condition of customer RFP at **GeM Portal ref. GEM/2026/B/7245414 dt. 27-03-2026** related to PBG, will remain applicable in this EOI.

12. Penalty

Any penalty or deduction (LD) from customer shall be passed on to selected bidder on proportionate basis.

13. Billing Authority

Bill passing authority is JGM/EB/CO and Bill payment authority is JGM/Finance /CO or GM/Finance/CO.

14. Warranty

Warranty period will be applicable as per the customer RFP at **GeM Portal ref. GEM/2026/B/7245414 dt. 27-03-2026.**

15. Delivery Period/Project Execution Timeline

Delivery period for the project will be applicable as per the customer RFP at **GeM Portal ref. GEM/2026/B/7245414 dt. 27-03-2026**

16. Limitation of Liability towards RailTel

16.1. The SELECTED BIDDER liability under the contract shall be determined as per the Law in force for the time being. The SELECTED BIDDER shall be liable to RailTel for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the SELECTED BIDDER and its employees (direct or indirect), including loss caused to RailTel on account of defect in goods or deficiency in services on the part of SELECTED BIDDER or his agents or any person / persons claiming through under said SELECTED BIDDER, However, such liability of the SELECTED BIDDER shall not exceed the total value of the contract.

16.2. This limit shall not apply to damages for bodily injury (including death) and damage to real estate property and tangible personal property for which the SELECTED BIDDER is legally liable.

17. Waiver

Except as otherwise specifically provided in the contract, no failure to exercise or delay in exercising, any right, power or privilege set forth in the contract will operate as a waiver of any right, power or privilege.

18. Insurance

The SELECTED BIDDER agrees to take insurances to cover all the elements of the project under this EOI including but not limited to Manpower, Hardware, Software.

19. Restrictions on 'Transfer of Agreement'

The SELECTED BIDDER shall not assign or transfer its right in any manner whatsoever under the contract/ agreement to a third party or enter into any agreement for sub-contracting and/or partnership relating to any subject matter of the contract / agreement to any third party either in whole or in any part i.e. no sub-contracting / partnership / third party interest shall be created.

20. Suspension, Revocation or Termination of Contract / Agreement

20.1. RailTel reserves the right to suspend the operation of the contract / agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities, in such a situation, RailTel shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the contract / agreement will not be a cause or ground for extension of the period of the contract / agreement and suspension period will be taken as period spent. During this period, no charges for the use of the facility of the SELECTED BIDDER shall be payable by RailTel.

20.2. RailTel may, without prejudice to any other remedy available for the breach of any conditions of agreements, by a written notice of Three (03) month issued to the SELECTED BIDDER, terminate/or suspend the contract / agreement under any of the following circumstances:

- a) The SELECTED BIDDER failing to perform any obligation(s) under the contract / agreement.
- b) The SELECTED BIDDER failing to rectify, within the time prescribed, any defect as may be pointed out by RailTel.
- c) Non-adherence to Service Level Agreements (SLA) which RailTel has committed to RAILTEL CUSTOMER for the pertinent tender.
- d) The SELECTED BIDDER going into liquidation or ordered to be wound up by competent authority.
- e) If the SELECTED BIDDER is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to RailTel in writing. In that case, the written notice can be modified by RailTel as deemed fit under the circumstances. RailTel may either decide to issue a termination notice or to continue the agreement by suitable modifying the conditions, as it feels fit under the circumstances.
- f) It shall be the responsibility of the SELECTED BIDDER to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of contract / agreement is pending and if the Quality of Performance of Solution is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of which SELECTED BIDDER's PBG related to contract / agreement along with PBG related to the Empanelment Agreement with RailTel shall be forfeited, without any further notice.
- g) Breach of non-fulfillment of contract / agreement conditions may come to the notice of RailTel through complaints or as a result of the regular monitoring. Wherever considered appropriate RailTel may conduct an inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the successful bidder or not.

The SELECTED BIDDER shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry. In case of default by the SELECTED BIDDER in

successful implementation and thereafter maintenance of services / works as per the conditions mentioned in this EOI document, the PBG(s) of SELECTED BIDDER available with RailTel will be forfeited.

21. Dispute Settlement

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

21.2. The arbitral tribunal shall consist of the Sole Arbitrator. The arbitrator shall be appointed by the Chairman & Managing Director (CMD) of RailTel Corporation of India Ltd.

21.3 All arbitration proceedings shall be conducted in English.

22. Governing Laws

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

23. Statutory Compliance

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

23.2. The Bidder shall comply and ensure strict compliance by his/her employees and agents of all applicable Central, State, Municipal and Local laws and Regulations and undertake to indemnify RailTel, from and against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule, including but not limited to the claims against RailTel or its Customer under Employees Compensation Act, 1923, The Employees Provident Fund and Miscellaneous Provisions Act, 1952, The Contract Labour (Abolition and Regulation) Act 1970, Factories Act, 1948, Minimum Wages Act and Regulations, Shop and Establishment Act and Labour Laws which would be amended/modified or any new act if it comes in force whatsoever, and all actions claim and demand arising there from and/or related thereto.

24. Intellectual Property Rights

24.1. Each party i.e. RailTel and SELECTED BIDDER, acknowledges and agree that the other party retains exclusive ownership and rights in its trade secrets, inventions, copyrights, and other

intellectual property and any hardware provided by such party in relation to this contract / agreement.

24.2. Neither party shall remove or misuse or modify any copyright, trade mark or any other proprietary right of the other party which is known by virtue of this EOI and subsequent contract in any circumstances.

25. Severability

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

26. Force Majeure

26.1. If during the contract period, the performance in whole or in part, by other party, of any obligation under this is prevented or delayed by reason beyond the control of the parties including war, hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the parties), fire, floods, earthquakes, natural calamities or any act of GOD (hereinafter referred to as EVENT) , provided notice of happenings of any such event is given by the affected party to the other, within twenty one (21) days from the date of occurrence thereof, neither party shall have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided service under this contract shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.

26.2. In the event of a Force Majeure, the affected party will be excused from performance during the existence of the force Majeure. When a Force Majeure occurs, the affected party after notifying the other party will attempt to mitigate the effect of the Force Majeure as much as possible. If such delaying cause shall continue for more than sixty (60) days from the date of the notice stated above, the party injured by the inability of the other to perform shall have the right, upon written notice of thirty (30) days to the other party, to terminate this contract. Neither party shall be liable for any breach, claims, and damages against the other, in respect of non-performance or delay in performance as a result of Force Majeure leading to such termination.

27. Indemnity

27.1. The SELECTED BIDDER agrees to indemnify and hold harmless RailTel, its officers, employees and agents (each an "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses")

to which the Indemnified party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from:

a) Any misstatement or any breach of any representation or warranty made by SELECTED BIDDER; or

b) The failure by the SELECTED BIDDER to fulfill any covenant or condition contained in this contract by any employee or agent of the Bidder. Against all losses or damages arising from claims by third Parties that any Deliverables (or the access, use or other rights thereto), created by SELECTED BIDDER pursuant to this contract, or any equipment, software, information, methods of operation or other intellectual property created by SELECTED BIDDER pursuant to this contract, or the SLAs (i) infringes a copyright, trade mark, trade design enforceable in India, (ii) infringes a patent issues in India, or (iii) constitutes misappropriation or unlawful disclosure or used of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); or

c) Any compensation / claim or proceeding by ECT or any third party against RailTel arising out of any act, deed or omission by the SELECTED BIDDER or

d) Claim filed by a workman or employee engaged by the SELECTED BIDDER for carrying out work related to this agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

27.2. Any payment made under this contract to an indemnity or claim for breach of any provision of this contract shall include applicable taxes.

28. Confidentiality cum non-disclosure

28.1. The Receiving Party agrees that it will not disclose to third party/parties any information belonging to the Disclosing Party which is provided to it by the Disclosing Party before, during and after the execution of this contract. All such information belonging to the Disclosing Party and provided to the Receiving Party shall be considered Confidential Information. Confidential Information includes prices, quotations, negotiated issues made before the execution of the contract, design and other related information. All information provided by Disclosing Party to the Receiving Party shall be considered confidential even if it is not conspicuously marked as confidential.

28.2. Notwithstanding the foregoing, neither Party shall have any obligations regarding non-use or non-disclosure of any confidential information which:

a) Is already known to the receiving Party at the time of disclosure:

b) Is or becomes part of the public domain without violation of the terms hereof;

c) Is shown by conclusive documentary evidence to have been developed independently by the Receiving Party without violation of the terms hereof:

d) Is received from a third party without similar restrictions and without violation of this or a similar contract.

28.3. The terms and conditions of this contract, and all annexes, attachments and amendments hereto and thereto shall be considered Confidential Information. No news release, public announcement, advertisement or publicity concerning this contract and/or its contents herein shall be made by either Party without the prior written approval of the other Party unless such disclosure or public announcement is required by applicable law.

28.4. Notwithstanding the above, information may be transmitted to governmental, judicial, regulatory authorities, if so, required by law. In such an event, the Disclosing Party shall inform the other party about the same within 30 (thirty) Days of such disclosure.

28.5. This Confidentiality and Non-disclosure clause shall survive even after the expiry or termination of this contract.

Note:

The scope and requirements outlined in this EOI are indicative and comprehensive in nature; however, the same shall not be construed as exhaustive and shall be read in conjunction with the end customer's RFP. The selected Business Associate (BA) shall strictly comply, on a back-to-back basis, with all terms and conditions of the end customer's RFP, including but not limited to technical specifications, functional requirements, eligibility criteria, scope of work, service levels, timelines, commercial terms, financial obligations, statutory compliances, and all applicable laws, rules, regulations, and policy directives.

The BA shall also ensure adherence to all provisions of the RFP, including any amendments, corrigenda, clarifications, or addenda issued by the end customer from time to time. Requirements relating to local content, land border restrictions, security clearances, certifications, licensing, and any other regulatory or statutory mandates shall be strictly complied with.

In the event of any inconsistency between this EOI and the end customer's RFP (including subsequent corrigenda), the provisions of the RFP shall prevail and be binding. Any deviation, non-compliance, or breach of the RFP conditions by the BA/Service Provider shall be deemed a material breach, and the BA/Service Provider shall bear full responsibility for all consequences arising therefrom, including disqualification, penalties, damages, or termination. The BA/Service Provider shall indemnify and hold RailTel harmless against any claims, losses, liabilities, or actions arising out of such non-compliance.

Annexure 1: BID COVER LETTER

COVERING LETTER (To be on company letterhead)

To,

RailTel Corporation of India Ltd.

Plate-A, 6th Floor, Office Tower-

2,

NBCC Building, East Kidwai Nagar, New Delhi-

110023Dear Sir,

SUB: **Participation in the Eol process of RailTel/EOI/COMKTG/EB/NAC/2026-27/55602**

Having examined the Invitation for Eol 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 Invitationfor Eol document.

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

We hereby declare that all the information and supporting documents furnished as a part of our response to the said Invitation for Eol 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 Eol is liable to be rejected.

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

Authorized

SignatoryName

Designation

Annexure 2: Format for Self-Certificate & Undertaking

Self-Certificate (To be on company letter head)

Eol Reference No: **RailTel/EOI/COMKTG/EB/NAC/2026-27/55602**

Date:

To,
RailTel Corporation of India
Ltd. Plate-A, 6th Floor, Office
Tower-2,
NBCC Building, East Kidwai Nagar, New Delhi-
110023
Dear Sir,

Sub: Self-Certificate for Tender, Technical & other compliance

- 1) Having examined the Technical Specifications mentioned in this EOI & end customer tender, we hereby confirm that we meet all specifications.
- 2) We_____agree to abide by all the technical, commercial & financial conditions of the end customer RFP **at GeM Portal ref. GEM/2026/B/7245414 dt. 27-03-2026** for which EOI is submitted (except pricing, termination & risk purchase rights of RailTel). We understand and agree that RailTel shall release the payment to the selected sole partner/lead partner in case of consortium after the receipt of the corresponding payment from the end customer by RailTel. Further, we understand that in case the selected sole partner/lead partner in case of consortium fails to execute an assigned portion of work, then the same shall be executed by RailTel through a third party or departmentally at the risk and cost of the 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 the scope of work where RailTel has competence.
- 8) We hereby agree to submit that in case of being selected by RailTel as the 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 are required and desired by end Customer well before the bid submission date and as and when required.
- 9) We hereby undertake to sign the 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 solutions/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,
RailTel Corporation of India Ltd
Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar, New Delhi-110023

Subject: **Undertaking for not Being Blacklisted/Debarred**

We, Company Name, having its registered office at Address

hereby declares that the Company has not been blacklisted/debarred by any Governmental/ Non-Governmental organization in India for past 5 Years as on bid submission date.

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Bidder's Company Seal:

Annexure 4: Format of Affidavit

*(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 BA) ***

I..... (Name and designation)** appointed as the attorney/authorized signatory of the BA (including its constituents),
M/s..... (hereinafter called the BA) 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 BA including its constituents as under:

1. I/we the BA (s), am/are signing this document after carefully reading the contents.
2. I/we the BA(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.railtelindia.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/credentialssubmitted 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 arecorrect 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 foundto 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 BA)**___and all my/our constituentsunderstand that my/our constituents understand that my/our offer shall be summarilyrejected.
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 BA

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

SEAL AND SIGNATURE
OF THE BA

Place:

Date:

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

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

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “**Agreement**”) is made and entered into on this ____ day of ____, 2025 (the “**Effective Date**”) at _____.

By and between

RailTel Corporation of India Limited, (CIN: L64202DL2000GOI107905), a Public Sector Undertaking under Ministry of Railways, Govt. of India, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower -2, East Kidwai Nagar, New Delhi-110023, (hereinafter referred to as '**RailTel**'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of the ONE PART,

And

_____) (CIN: _____), a company duly incorporated under the provisions of Companies Act, _____ having its registered office at _____, (hereinafter referred to as '**_____**'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of OTHER PART

RailTel and _____ shall be individually referred to as “Party” and jointly as “Parties”

WHEREAS, RailTel and _____, each possesses confidential and proprietary information related to its business activities, including, but not limited to, that information designated as confidential or proprietary under Section 2 of this Agreement, as well as technical and non-technical information, patents, copyrights, trade secrets, know-how, financial data, design details and specifications, engineering, business and marketing strategies and plans, forecasts or plans, pricing strategies, formulas, procurement requirements, vendor and customer lists, inventions, techniques, sketches, drawings, models, processes, apparatus, equipment, algorithms, software programs, software source documents, product designs and the like, and third party confidential information (collectively, the “**Information**”);

WHEREAS, the Parties have initiated discussions regarding a possible business relationship for _____.

WHEREAS, each Party accordingly desires to disclose certain Information (each Party, in such disclosing capacity, the “**Disclosing Party**”) to the other Party (each Party, in such receiving capacity, the “**Receiving Party**”) subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the receipt of certain Information, and the mutual promises made in this Agreement, the Parties, intending to be legally bound, hereby agree as follows:

1. Permitted Use.

(a) Receiving Party shall:

(i) hold all Information received from Disclosing Party in confidence;

(ii) use such Information for the purpose of evaluating the possibility of entering into a commercial arrangement between the Parties concerning such Information; and

(iii) restrict disclosure of such Information to those of Receiving Party's officers, directors, employees, affiliates, advisors, agents and consultants (collectively, the "**Representatives**") who the Receiving Party, in its reasonable discretion, deems need to know such Information, and are bound by the terms and conditions of (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement.

(b) The restrictions on Receiving Party's use and disclosure of Information as set forth above shall not apply to any Information that Receiving Party can demonstrate:

(i) is wholly and independently developed by Receiving Party without the use of Information of Disclosing Party;

(ii) at the time of disclosure to Receiving Party, was either (A) in the public domain, or (B) known to Receiving Party;

(iii) is approved for release by written authorization of Disclosing Party; or

(iv) is disclosed in response to a valid order of a court or other governmental body in the India or any political subdivision thereof, but only to the extent of, and for the purposes set forth in, such order; provided, however, that Receiving Party shall first and immediately notify Disclosing Party in writing of the order and permit Disclosing Party to seek an appropriate protective order.

(c) Both parties further agree to exercise the same degree of care that it exercises to protect its own Confidential Information of a like nature from unauthorized disclosure, but in no event shall a less than reasonable degree of care be exercised by either party.

2. Designation.

(a) Information shall be deemed confidential and proprietary and subject to the restrictions of this Agreement if, when provided in:

(i) written or other tangible form, such Information is clearly marked as proprietary or confidential when disclosed to Receiving Party; or

(ii) oral or other intangible form, such Information is identified as confidential or proprietary at the time of disclosure.

3. Cooperation. Receiving Party will immediately give notice to Disclosing Party of any unauthorized use or disclosure of the Information of Disclosing Party.

4. Ownership of Information. All Information remains the property of Disclosing Party and no license or other rights to such Information is granted or implied hereby. Notwithstanding the foregoing, Disclosing Party understands that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Information of the Disclosing Party. Notwithstanding anything to the contrary, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop products, or have products developed for it, that, without violation of this Agreement, compete with the products or systems contemplated by Disclosing Party's Information.

5. **No Obligation.** Neither this Agreement nor the disclosure or receipt of Information hereunder shall be construed as creating any obligation of a Party to furnish Information to the other Party or to enter into any agreement, venture or relationship with the other Party.

6. **Return or Destruction of Information.**

(a) All Information shall remain the sole property of Disclosing Party and all materials containing any such Information (including all copies made by Receiving Party) and its Representatives shall be returned or destroyed by Receiving Party immediately upon the earlier of:

- (i) termination of this Agreement;
- (ii) expiration of this Agreement; or
- (iii) Receiving Party's determination that it no longer has a need for such Information.

(b) Upon request of Disclosing Party, Receiving Party shall certify in writing that all Information received by Receiving Party (including all copies thereof) and all materials containing such Information (including all copies thereof) have been destroyed.

7. **Injunctive Relief:** Without prejudice to any other rights or remedies that a party may have, each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of this Agreement, and that a party shall be entitled to seek the remedies of injunction, specific performance and/or any other equitable relief for any threatened or actual breach of this Agreement

8. **Notice.**

(a) Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated:

- (i) by personal delivery, when delivered personally;
- (ii) by overnight courier, upon written verification of receipt; or
- (iii) by certified or registered mail with return receipt requested, upon verification of receipt.

(b) Notice shall be sent to the following addresses or such other address as either Party specifies in writing.

RailTel Corporation of India limited:

Attn:

Address:

Phone:

Email.

_____:

Attn:
Address:
Phone:
Email:

9. Term, Termination and Survivability.

(a) Unless terminated earlier in accordance with the provisions of this agreement, this Agreement shall be in full force and effect for a period of _____ years from the effective date hereof.

(b) Each party reserves the right in its sole and absolute discretion to terminate this Agreement by giving the other party not less than 30 days' written notice of such termination.

(c) Notwithstanding the foregoing clause 9(a) and 9 (b), Receiving Party agrees that its obligations, shall:

(i) In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and

(ii) not apply to any materials or information disclosed to it thereafter.

10. Governing Law and Jurisdiction. This Agreement shall be governed in all respects solely and exclusively by the laws of India without regard to its conflicts of law principles. The Parties hereto expressly consent and submit themselves to the jurisdiction of the courts of New Delhi.

11. Counterparts. This agreement is executed in duplicate, each of which shall be deemed to be the original and both when taken together shall be deemed to form a single agreement

12. No Definitive Transaction. The Parties hereto understand and agree that no contract or agreement with respect to any aspect of a potential transaction between the Parties shall be deemed to exist unless and until a definitive written agreement providing for such aspect of the transaction has been executed by a duly authorized representative of each Party and duly delivered to the other Party (a "***Final Agreement***"), and the Parties hereby waive, in advance, any claims in connection with a possible transaction unless and until the Parties have entered into a Final Agreement.

13. Settlement of Disputes:

a) The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.

b) In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.

c) The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat

and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the parties.

14. CONFIDENTIALITY OF NEGOTIATIONS

Without the Disclosing Party's prior written consent, the Receiving Party shall not disclose to any Person who is not a Representative of the Receiving Party the fact that Confidential Information has been made available to the Receiving Party or that it has inspected any portion of the Confidential Information or that discussions between the Parties may be taking place.

15. REPRESENTATION

The Receiving Party acknowledges that the Disclosing Party makes no representation or warranty as to the accuracy or completeness of any of the Confidential Information furnished by or on its behalf. Nothing in this clause operates to limit or exclude any liability for fraudulent misrepresentation.

16. ASSIGNMENT

Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of each of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

17. EMPLOYEES AND OTHERS

Each Party shall advise its Representatives, contractors, subcontractors and licensees, and shall require its Affiliates to advise their Representatives, contractors, subcontractors and licensees, of the obligations of confidentiality and non-use under this Agreement, and shall be responsible for ensuring compliance by its and its Affiliates' Representatives, contractors, subcontractors and licensees with such obligations. In addition, each Party shall require all persons and entities who are not employees of a Party and who are provided access to the Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions no less stringent than those set forth in this Agreement. Each Party shall promptly notify the other Party in writing upon learning of any unauthorized disclosure or use of the Confidential Information by such persons or entities.

18. NO LICENSE

Nothing in this Agreement is intended to grant any rights to under any patent, copyright, or other intellectual property right of the Disclosing Party, nor will this Agreement grant the Receiving Party any rights in or to the Confidential Information of the Disclosing Party, except as expressly set forth in this Agreement.

19. RELATIONSHIP BETWEEN PARTIES:

Nothing in this Agreement or in any matter or any arrangement contemplated by it is intended to constitute a partnership, association, joint venture, fiduciary relationship or other cooperative entity between the parties for any purpose whatsoever. Neither party has any power or authority to bind the other party or impose any obligations on it and neither party shall purport to do so or hold itself out as capable of doing so.

20. UNPUBLISHED PRICE SENSITIVE INFORMATION (UPSI)

_____ agrees and acknowledges that _____, its Partners, employees, representatives etc., by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall be deemed to be “Connected Persons” within the meaning of SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be bound by the said regulations while dealing with any confidential and/ or price sensitive information of RailTel. _____ shall always and at all times comply with the obligations and restrictions contained in the said regulations. In terms of the said regulations, _____ shall abide by the restriction on communication, providing or allowing access to any Unpublished Price Sensitive Information (UPSI) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel

21 MISCELLANEOUS. This Agreement constitutes the entire understanding among the Parties as to the Information and supersedes all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each Party by its authorized representative. The failure or delay of any Party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party’s right thereafter to enforce each and every provision of this Agreement. In the event that any of the terms, conditions or provisions of this Agreement are held to be illegal, unenforceable or invalid by any court of competent jurisdiction, the remaining terms, conditions or provisions hereof shall remain in full force and effect. The rights, remedies and obligations set forth herein are in addition to, and not in substitution of, any rights, remedies or obligations which may be granted or imposed under law or in equity.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth above.

_____:

RailTel Corporation of India Limited:

By _____

By _____

Name:

Name:

Title:

Title:

Witnesses

Annexure-6: EMD (as PBG) Format

BG NO :
ISSUANCE DATE : DD-MM-YYYY
BG AMOUNT : Rs xxxxxxxx /-
EXPIRY DATE : DD-MM-YYYY
CLAIM EXPIRY DATE : DD-MM-YYYY

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-07: TOTAL RESPONSIBILITY UNDERTAKING

Eol Reference No: **RailTel/EOI/COMKTG/EB/NAC/2026-27/55602**

Date:

To,
RailTel Corporation of India Ltd.
Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar, New Delhi-
110023

Sub: Self certificate regarding Total Responsibility

Dear Sir,

This is to certify that we undertake total responsibility for the successful and defect free operation of the proposed Project solution, as per the requirements of the RFP GEM/2026/B/7245414 dt. 27-03-2026

Thanking you,

Yours faithfully

(Authorized Signatory

Authorized Signatory's Name:

Authorized Signatory's Designation:

Place:

Date:

Bidder's Company Seal:

Annexure-8

Compliance to Rule 144 (xi) of GFR, 2017 including amendments till date *(On Organization Letter Head)*

Bid Ref No.:

Date:

To,

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

Ref: **RailTel/EOI/COMKTG/EB/NAC/2026-27/55602**

Dear Sir,

I, the undersigned, on behalf of M/s , have read the clause/para regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

(a) I certify that M/s is not from such a country and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I also certify that M/s..... will not offer any products / services of entity from such countries unless such entity is registered with the Competent Authority.

OR (Strikeout either (a) or (b), whichever is not applicable)

(b) I certify that M/s is from such a country and has been registered with the Competent Authority. I also certify that M/s has product/services of entity from such countries and these entity /entities are also registered with the Competent Authority.

(Where applicable, evidence of valid registration by the Competent Authority is to be attached with the bid.)

I hereby certify that M/s fulfills all requirements in this regard and is eligible to be considered.

I hereby acknowledge that in the event of acceptance of my bid on above certificate and if the certificate is found to be false at any stage, the false certificate would be a ground for immediate termination of contract and further legal action in accordance with the Law.

Signature of Authorised Signatory

Name

Designation

Annexure-9: Undertaking on Conflict of Interest

<On Company Letter Head>

To,
RailTel Corporation of India Ltd
Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar, New Delhi-110023
Subject: **Undertaking on Conflict of Interest**

We, Company Name, having its registered office at Address hereby declares that We, the Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified.

A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- (a) they have a controlling partner in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Plant and Installation Services that are the subject of the bid; or
- (f) A Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Project Manager for the contract.
- (h) The Bidder, directly or indirectly shall not be a dependent agency of the Employer.

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Bidder's Company Seal:

Annexure-10: Power of Attorney* Format

*(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-
.The paper must be in the name of the BA)*

AUTHORIZATION

We, _____ (CIN: _____), having its registered and Corporate Office at _____ India, do hereby constitute, appoint and authorize _____, who is presently employed with us and holding the position of _____ and whose signature is given below, as our Attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid in response to the EOI by **RailTel Corporation of India** for “*their Customer Bid Number*_____ and for RCIL EOI no. _____ including signing and submission of the bid and all documents specified in the bid, including, undertakings, letters, certificates, acceptances, clarifications, guarantees, etc., participating in the meetings, responding to the queries, submission of information or documents and generally to represent us in all the dealings with **RailTel and Customer of RailTel**, in all matters in connection with our bid response for the said Project.

Dated –

Place –

Name

Designation

For and on the behalf of

Accepted:

Signature of Attorney

Name:

Designation:

Company name:

***Note:** Chain of attorney should be attached herewith.

Annexure - 11: Price Schedule

To be submitted on letterhead as per customer format

Annexure – 12 CHECKLISTS OF DOCUMENTS FOR BID SUBMISSION

Bidder must provide the filled checklist (as per both Railtel EOI and Customer RFP at GeM Portal ref. GEM/2026/B/7245414 dt. 27-03-2026)