

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

**Expression of Interest for Selection of Partner from Empaneled Business Associate for
EXCLUSIVE PARTNERSHIP TEAMING ARRANGEMENT**

For

**“Implementation of Personalized Adaptive Learning (PAL)
Solution in Government Schools of end customer”**

EOI No: RailTel/EOI/COMKTG/EB/PAL-Lab/2025-26/22 dated 9th Jan 2026

EOI NOTICE

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

No: RailTel/EOI/COMKTG/EB/PAL-Lab/2025-26/22 dated 9th Jan 2026

RailTel Corporation of India Ltd., (here after referred to as “RailTel”) invites EOIs from RailTel’s Empaneled Partners for the selection of suitable partner as Partnership arrangement for “Implementation of Personalized Adaptive Learning (PAL) Solution in Government Schools of end customer”

The details are as under:

1	Last date for submission of Technical Packet against EOIs by bidders	12th Jan 2026 at 12:00 Hours
2	Opening of Technical Bid of EOIs	12th Jan 2026 at 12:30 Hours
3	EOI fees inclusive tax (Non-refundable)	Rs. 5,900/- (Five Thousand Nine Hundred only)
4	EOI EMD	a) Rs. 5,00,000/- (Five Lakhs Only) to be submitted along with EOI (To be submitted via online bank transfer only). RailTel Bank Details: Union Bank of India Account No.: 340601010050446 IFSC Code: UBIN0534064 b)Balance EMD amounting Rs. 55,00,000/-(Rs. Fifty Five Lakh only) to be submitted by bidder in the form of BG/online transfer/Insurance Surety Bond on or before bid submission to end customer i.e. 12th Jan 2026, 18:00 Hrs For Bank Guarantee as EMD: BG as EMD validity: Bid validity period (210 days) and claim period of 1 year from BG expiry period. (SFMS report guidelines: - BG advising message – IFN 760COV/ IFN 767COV via SFMS • To mandatorily send the Cover message at the time of BG issuance. • IFSC Code of ICICI Bank to be used (ICIC0000007). • Mention the unique reference (RAILTEL6103) in field 7037.)

The EMD should be in the favor of RailTel Corporation of India Limited payable at Delhi through online bank transfer in favour 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.

RailTel Bank Details: Union Bank of India, Account No. 340601010050446, IFSC Code - UBIN0534064.

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

Note: RailTel reserves the right to change the above dates at its discretion.

EOI Notice and EOI Document are available on RailTel's website and can be downloaded from <https://www.railtel.in>.

The Respondent shall bear all cost associated with preparation, submission/participation of the Expression of Interest. RailTel in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

All future information viz. corrigendum /addendum/ amendments etc. for this EOI shall be posted on RailTel's website only

Level:1 Contact: Hemant Yadav
Designation: Jt. GM/Govt Business
Email: hemantyadav@railtelindia.com

Level:2 Contact: Mustkeem
Designation: Sr. DGM/Tech/EB
Email : mustkeem@railtelindia.com

Level:3 Contact: Anuj Kumar
Designation: Sr. DGM/Finance
Email : caanuj@railtelindia.com

Note:

1. Empaneled partners are required to submit soft copy of technical packet through an e-mail at **eoiebc02@railtelindia.com** duly signed by Authorized Signatories with Company seal and stamp.
2. The EOI response is invited from eligible Empaneled Partners of RailTel only. Bidder must be empaneled partner with valid empanelment till the date of bid submission to RailTel.
3. All the document must be submitted with proper indexing and page no.
4. This is an exclusive partnership arrangement with empaneled business associate of RailTel for submitting techno commercial to the end customer. Selected partner's authorized signatory has to give an undertaking they will not submit directly or indirectly techno-commercial solution/proposal with any other organization once selected in this EOI for partnership teaming arrangement (before and after submission of financial proposal to end customer organization by RailTel). This undertaking has to be given with this EOI Response.
5. Partner can submit their response as sole bidder or as Consortium. Maximum two members are allowed in the consortium. The lead bidder of consortium must be empaneled partner of RailTel.
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.

1. Introduction about RailTel

RailTel Corporation of India Limited (RailTel), an ISO-9001:2000 organization is a Nav Ratna 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.

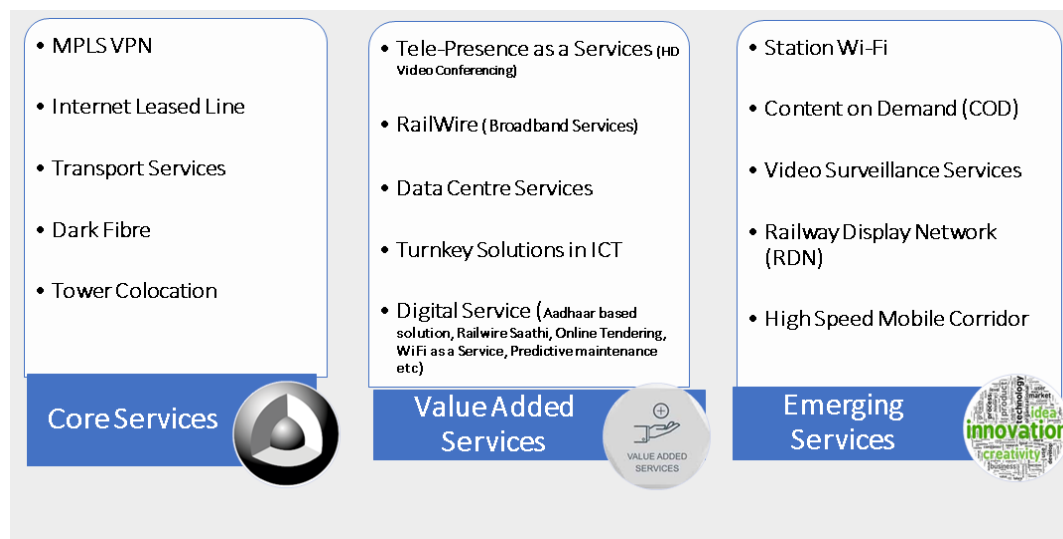
RailTel has approximately 61000 kms of OFC along the protected Railway tracks. The transport network is built on high capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon and Secunderabad hosting / collocating 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 under which 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 state of 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/BTS of 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 your fingertips in granularities 2 Mbps to several Gbps

c) DATA CENTER Infrastructure as a services (IaaS), Hosting as Services, Security operation Centre as a Service (SOCaaS): RailTel has MeitY empaneled two Tier-III data centres 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 Centres. 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 state of 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/BTS of 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 – RailWire

RailWire: 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 upto 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 5,80,000 subscribers on PAN Indian basis. RailTel can provide broadband service across– Government PSU or any organization’s officers colonies and residences.

2. Objective of EOI & Project Background

RailTel intends to participate in the end customer’s RFP for “Implementation of Personalized Adaptive Learning (PAL) Solution in Government Schools of end customer

RailTel invites EOIs from its empanelled Partners for the selection of suitable partner of RailTel for participating in the end customer’s RFP and execution of work, if RailTel is awarded the work. The empaneled partner is expected to have excellent execution capability and good understanding of customer local environment. Partner can submit their response as sole bidder or as a consortium. Maximum two members are allowed in the consortium. The lead bidder of consortium must be empaneled partner of RailTel.

3. Scope of Work

Scope of work, technical specifications and delivery and installation as per end customer’s GEM bid number GEM/2025/B/6990789 dated 15.12.2025

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 GEM bid number GEM/2025/B/6990789 dated 15.12.2025 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.)

4. Response to EOI guidelines

4.1 Language of Proposals

The proposal and all correspondence and documents shall be written in English in soft copy through an email.

4.2 RailTel’s Right to Accept/Reject responses

RailTel reserves the right to accept or reject any response and annul the bidding process or even reject all responses at any time prior to selecting the partner, without thereby incurring any liability to the affected bidder or Business Associate or without any obligation to inform the affected bidder or bidders about the grounds for RailTel’s action.

4.3 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 this EOI document shall be signed by the bidder and should be submitted along with the bid.

4.4 Period of Validity of bids and Bid Currency

Bids shall remain valid for a period of 180 days from the bid submission date of end Customer RFP for which techno commercial proposals are being invited through this EOI.

4.5 Bid Earnest Money (EMD)

4.5.1 The Business Associate shall furnish a sum as given in EOI Notice via online transfer from any scheduled bank in India in favour of "RailTel Corporation of India Limited" along with the offer. This will be called as EOI EMD. The balance EOI EMD needs to be submitted in the form of cash Transfer/BG as mentioned in the EOI notice at or before bid submission to end customer.

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

4.5.3 Return of EMD for unsuccessful Business Associates: EOI EMD of the unsuccessful Business Associate shall be returned without interest after completion of EOI process.

4.5.4 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. 4.6) from Business Associate whichever is later.

4.5.5 Forfeiture of EOI EMD or EOI EMD & EMD (balance proportionate EMD) and or Penal action as per EMD Declaration:

4.5.5.1 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 validity period.

4.5.5.2 In case of non-submission of SD/PBG (as per clause no. 4.6) lead to forfeiture of EOI EMD, EMD (balance proportionate EMD) if applicable or suitable action as prescribed in the EMD Declaration shall be initiated as applicable.

4.6 Security Deposit / Performance Bank Guarantee (PBG)

4.6.1 In case the proposal 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.

4.6.2 As per work share arrangements agreed between RailTel and Business Associate the PBG will be proportionately decided and submitted by the selected Business Associate.

4.7 Last date & time for Submission of EOI response

EOI response must be submitted to RailTel at the email address specified in the preamble not later than

the specified date and time mentioned in the preamble.

4.8 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 the 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.

4.9 Details of Financial bid for the above referred tender

Business Associate meeting eligibility criteria Pre-Qualification will be selected for financial bid opening. Business Associate with the lowest commercial offer will be selected for exclusive partnership teaming arrangement for optimizing technical and commercial solution so that most winnable solution is submitted to end customer.

The final proposal will be prepared jointly with the selected Business Associate so that the optimal quote can be put with a good chance of winning the Proposal/Order.

4.10 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.

4.11 Period of Association/Validity of Agreement

RailTel will enter into a partnership teaming agreement with selected bidder with detailed Terms and conditions. Any extension by customer beyond contract period will be discussed and operated separately.

5. Eligibility Criteria for Bidding Business Partner of RailTel

S.N.	Specific Requirement	Documentary Evidence
1.	The bidder should be empanelled partner of RailTel.	• Certificate of Incorporation Registration/ Partnership Deed • Memorandum of Association /Article of association • PAN and GST Registration Certificate. • Valid Empanelment certificate issued by RailTel

2.	Bidder should have cumulative turnover from operations of at least INR 90 Cr. for last three years (FY 22-23, 23-24 and 24-25). Bidder should have positive net worth in each of the last three financial years as of 31st March 2025. Bidder should be a profit-making entity in each of the last three financial years i.e. 22-23, 23-24 and 24-25	Certificate from the Statutory Auditor or Chartered Accountant on Turn Over, Positive Net worth and Profit & Loss (CA certificate with UDIN)/ Audited Balance Sheets and Profit & Loss statement for last three years i.e. 22-23, 23-24 and 24-25
3.	Bidder should have the experience in last five years of Implementation of One work order of successful implementation of Personalized adaptive learning Labs in Central/State Government Schools/PSU of value not less than Rs 21 crore. OR Bidder should have the experience of Implementation of two work orders of implementation of Personalized adaptive learning Labs in Central/State Government Schools/PSU each of value not less than Rs 12 crores. Or Bidder should have the experience of Implementation of three work orders of implementation of Personalized adaptive learning Labs in Central/State Government Schools/PSU each of value not less than Rs 9 crores.	Documentary proof to be submitted : Copy of the MoU /MoA /Work Order along with the Completion Certificate of Delivery Certificate from the customer must be submitted. Both the Work Order and the Completion /Delivery Certificate must be issued in the name of the bidder For ongoing project, CA certificate with UDIN with details of payment received along with % of work completion to be submitted.
4.	The Bidder must have any three of the below mentioned certificates 1) ISO 9001 2) ISO 20001, 3) ISO 27001 and 4) CMMI level 3	Copy of valid certificate(s) in the name of the bidder attested by the authorized signatory of the company.
5.	The BIDDER or its members must not be under a declaration of ineligibility, banned, or blacklisted by any State Government, Central Government, Government institutions, or PSUs in India for any reason preceding bid due date of bid submission. Additionally, the bidder or its members must	Declaration on Rs. 100/- Non-Judicial Stamp with Notarized Affidavit must be submitted by the authorized signatory of the Bidder.

	not have been convicted of any economic offense in India as of the preceding bid due date.	
6	Manufacturer's Authorization Form: MAF (Manufacturer's Authorization Certificate) from PAL lab software OEM needs to be submitted in the name of bidder, Bid Number, Date and Contact Details.	OEM MAF (Manufacturer's Authorization Certificate) along with the technical compliance and demo logins of the software to be submitted.
7	The bidder should have at least one physical office in Ahmedabad/ Gandhinagar. If the bidder is not having any office in Ahmedabad/ Gandhinagar, then bidder should submit a letter of undertaking to open the office in Ahmedabad/ Gandhinagar within 30 days from the date of issue of work order if (s)he is awarded the work.	Registration Certificate / Sale Deed /Rental Agreement/ Utility Bill in the name of the company OR Declaration that the office will be set-up in Ahmedabad/ Gandhinagar within a period of 30 days from the date of issuance of Letter of Intent.
8	The BIDDER must not be under any insolvency, bankruptcy, liquidation, or any similar proceedings under applicable law as of the preceding bid due date.	Declaration on Rs. 100/- Non-Judicial Stamp with Notarized Affidavit must be submitted by the authorised signatory of the Bidder.
9	The OEM of the proposed PAL product should have an average annual turnover of minimum INR 60 cr. last 3 financial years (FY 2022-23, FY 2023-24, FY 2024-25), as on 31st March 2025.	The Bidder should submit below document – a) CA certified turnover statement, and audited Balance Sheet and Profit & Loss statement for the respective three financial years considered till March 2025 to meet the requirement as per clause. b) CA certificate mentioning turnover from the said business in financial years considered till March 2025 to meet the requirement as per clause.
10	The OEM should be an Indian Registered Company under Companies Act 1956 or 2013 and should be at least 7 years old entity as on preceding bid due date.	Certificate of Incorporation Copy of GST Registration Certificate Copy of PAN Card
11	The OEM should have Positive Net Worth and should be a Profit-Making entity in last 3 financial years (FY 2022-23, FY 2023-24, FY 2024-25), as on 31st March 2025 as per the audited Balance Sheet.	The Bidder should submit below document – CA Certificate mentioning Company Net Worth from the said business for the respective three financial years considered till March 2025 to meet the requirement as per clause.
12	The product shall be 100% Make in India.	Copy of Trademark or any other relevant proof/CA certificate to be attached

13	The quoted PAL solution must be EdTech Tulna certified with verified credential and certification.	Copy of EdTech Tulna evaluation report to be enclosed. Kindly refer to this website for more details on EdTech Tulna: https://www.edtechtulna.org/standards
14	The OEM must have received and/or executed work order for implementation of work of proposed PAL labs in classrooms, in at least one project at state level in government schools in the last 7 financial years (FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, FY 2023- 24, and FY 2024-25)	Copy of Workorder/MoU/Contract Agreement/Project Completion Certification received from Central/ State Government/ District Government to be enclosed
15	The Bidder and OEM should: • Not have been banned / blacklisted by Central Government / Any State Government / PSU in India as on the date of bid submission. • Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons. • Not have their directors and officers convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified.	The Bidder and OEM should submit Self declaration duly signed and stamped by the Authorized Signatory in the format described in end customer RFP.
Annexures		
Annexure 1		Covering Letter: Self-certification duly signed by authorized signatory on company letter head.
Annexure 2		The Bidder should agree to abide by all the technical, commercial & financial conditions of the end customer proposal/requirements for which EOI is submitted.
		Self-certification duly signed by authorized signatory on company letter head.

Annexure 3	An undertaking on Rs. 100 non-judicial stamp paper signed by the Authorized Signatory of the company to be provided on letter head. The Bidder should not have been blacklisted/debarred by any Governmental/ Non-Governmental Organization/PSU/ State Government in India as on bid submission date.
Annexure-4	Format for Affidavit to be uploaded by bidder with the tender documents.
Annexure-5	Non-disclosure agreement with RailTel.
Power of Attorney	Power of Attorney/Board Resolution in favour of one of its employees for this specific EOI who will sign the Bid Documents.
Annexure-6	PBG Format
Annexure-7	Price Bid Format (BOQ) (Financial Bid) with password protected PDF.
Annexure-8	Power Of Attorney

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 emailAddress	
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

7.1 The Bidders will be evaluated on the basis of the Eligibility Criteria as mentioned at para 5. The bidders who qualify for these criteria would be eligible to enter the next stage of financial bid opening. The price bid of the bidder fulfilling these eligibility criteria's would be opened and the bidder with lowest overall price as per the BOQ would be declared as L1 bidder and will be considered for awarding the work for the defined scope of work.

7.2 RailTel reserves the right to accept or reject the response against this EOI, without assigning any

reasons. The decision of RailTel is final and binding on the participants. The RailTel evaluation committee will determine whether the proposal/ information is complete in all respects and the decision of the evaluation committee shall be final. RailTel may at its discretion assign lead factor to the Business associate/OEM as per RailTel policy for shortlisting partner against this EOI.

7.3 All General requirement mentioned in the Technical Specifications are required to be complied as per Annexure-8. The solution proposed should be robust and scalable..

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 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 and payment terms shall be governed in accordance with the definitive agreement entered into with bidder.
- 8.4 Actual payment terms shall be as per agreement between RailTel and Customer and shall be confirmed at the time of PO issuance.
- 8.5 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. Bidder shall support RailTel with supporting documents to raise the invoice to end customer in timely manner.

9. SLA

The selected bidder will be required to adhere to the SLA matrix as defined in the end Customer organization tender for his 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 of end customer. 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.

10. Variation in Contract

Variation in quantity/value 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 on back to back basis and will be governed customer requirements.

11. Penalty

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

12. Billing Authority

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

13. Limitation of Liability towards RailTel

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.

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.

14. 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.

15. 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.

16. Suspension, Revocation or Termination of Contract / Agreement

16.1. 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.

16.2. 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.

17. Dispute Settlement

17.1. 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.

17.2. 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.

17.3 All arbitration proceedings shall be conducted in English.

18. 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.

19. Statutory Compliance

19.1. 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.

19.2. 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.

20. Intellectual Property Rights

20.1. 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.

20.2. 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.

21. 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.

22. Force Majeure

22.1. 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.

22.2. 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.

23. Indemnity

23.1. 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 mis-statement 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.

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

24. Confidentiality cum Non-disclosure

24.1. 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.

2.2. 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.

24.3. 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.

24.4. 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.

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

25. Pre-Delivery Inspection:

The Selected BIDDER shall conduct pre-dispatch quality inspection (IFPD, Laptop, UPS and Printer) as per industry norms from any government inspection agency from his side and certify the same. Inspection and Quality Control tests, prior to shipment of Goods, by selected Bidder should be in accordance with quality control formats at factory site of the selected BIDDER before offering the goods for Pre-Dispatch Inspection (PDI). The manufacturer shall submit Satisfactory Quality Check Pass Reports for pre-dispatch inspection. Only after the PDI team clears the goods, they will be allowed to be shipped further to the destination.

In the event of the hardware failing to pass the Pre-dispatch acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, PURCHASER/Department reserves the right to cancel the Purchase Order and levy appropriate penalties in addition to the Liquidated Damages. PURCHASER/Department will not be responsible for any costs associated with PDI process. All the costs need to be borne by the selected Bidder only. The selected Bidder will be responsible for all hardware till it is delivered at the specified delivery point, tested, and accepted by PURCHASER/Department. Charges for inspection has to be borne by selected bidder post work order.

Annexure 1: Format for COVERING 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-110023

Dear Sir,

SUB: Participation in the Eol process

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 Invitation for Eol document.

If our application is accepted, we undertake to abide by all the terms and conditions mentioned in the 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 Signatory
Name
Designation

Annexure 2: Format for Self-Certificate & Undertaking

Self-Certificate (To be on company letter head)

Eoi Reference No:

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 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 Partnership 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 partnership arrangement (before and after submission of bid to end customer organization by RailTel)

Authorized SignatoryName & 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 that the Company has not been blacklisted/debarred by any

Governmental/ Non-Governmental organization in India for past 3 Years as on bid submission date.

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

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/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the EOI by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of EOI, it shall lead to forfeiture of the EOI EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the BA)**..... and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT
SEAL AND SIGNATURE
OF THE 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:

Dated:

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

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

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “**Agreement**”) is made and entered into on this ____ day of ____, 2021 (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 unauthorised 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: UNPULISHED PRICE SENSITIVE INFORMATION (UPSI)

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

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

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

_____:

RailTel Corporation of India Limited:

By_____

Name:

Title:

Witnesses

By_____

Name:

Title:

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 not with standing 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 **RaiITel** in writing.

Date : DD-MM-YYYY

Place :

Annexure-VII: Price Bid Format (BOQ) (Financial Bid) with password protected PDF.

Sr. No.	Description	Units (#)	Unit Cost excluding GST (in INR)	Total Cost excluding GST (in INR)	GST (in INR)	Total Cost including GST (in INR)
1. CapEx (One-time)						
1.1	One-time perpetual PAL License and capital asset development fee for 2,000 schools for Mathematics and Science Subjects for Grade 5 to 8. The scope of work has been detailed out for the same in clause 5.1 and 5.2 of the RFP. This shall include associated costs for cloud and content hosting bundled and calculated for usage of 2000 schools for students between Grades 5 to 8. The budgets need to be bundled along with the necessary cost of perpetual license for 2000 schools.	2,000				
1.2	Offline / Onsite induction workshops at district or block level to sensitize academic and administrative functionaries as detailed out in the clauses for the scope of work in 5.1 and 5.2. Offline hands-on training sessions for subject teachers of Grades 5-8 for subjects being undertaken in PAL as detailed out in scope of work in clauses 5.1 and 5.2.	2,000				
1.3	Creation of Dashboards for Monitoring & Evaluation with role-based access and user views with VSK and Chatbot Integrations that implies relevant APIs for progress card integration.	2,000				
Total Capex (A)						

Sr. No.	Description	Units (#)	Unit Cost excluding GST (in INR)	Total Cost excluding GST	GST (in	Total Cost including GST (in INR)
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				(in INR)	INR)	
2. OpEx (Yearly)						
2.1	O&M of PAL Solution including software updates, and support upgrades for Mathematics and Science subjects for Grade 5 to 8 in both Gujarati and English in 2,000 schools. This shall include associated costs for cloud and content hosting bundled and calculated for usage of 2000 schools for students between Grades 5 to 8.	2,000				
2.2	Supply of Yearly Classroom TLM Kits in 2,000 schools for Mathematics, and Science Subjects for Grade 5 to 8. The scope of work has been detailed out for the same in clause 5.1 and 5.2 of the RFP. This shall include the budgets associated in printing of the material and delivery to schools with approved delivery challans. For Year 1 only, this shall be delivered and paid as part of CapEx. The timelines are as detailed out in clause 6.1 of the RFP, and the corresponding CapEx payment schedule is as detailed out in clause 7.1.1 of the RFP.	2,000				
2.3	Cost of Field Management Support (FMS) Staff as detailed out in the scope of work in clauses 5.1 and 5.2.6 This shall include all related and out-of- pocket costs like boarding, lodging, travel, etc.	1				
2.4	Conducting Bi-annual refresher trainings for teachers as detailed out in the scope of work in clauses 5.1 and 5.2. This shall include all related and out-of- pocket costs like boarding, lodging, travel, etc.	2,000				
2.5	Cost of maintenance for PAL data lakes, upgrade of PAL dashboards integrated to the VSK data-lakes and necessary licenses and integrations for the same.	2,000				
2.6	Cost of central online helpdesk resource service in English, and Gujarati, Online ticket management system for query and grievance resolution, miscellaneous and other incidental expenses.	2,000				
Total Opex (B) (for one Year)						
Total Opex for Two Year (Rs.)						
Grand Total amount (Including 2 years Opex)						

Detailed Cost Breakdown of Field Management Support (FMS) Staff:

S. No.	Designation	Units (#)	Unit Cost excluding GST (in INR)	Total Cost excluding GST (in INR)	GST (in INR)	Total Cost including GST (in INR)
1	State Project Manager (1 Nos.)	1				
2	State Learning Manager (1 Nos.)	1				

3	State Zonal Manager (4 Nos.)	4				
4	District Level Field Manager (37 Nos.)	37				
5	School Level Field Staff (167 Nos.)	167				
Total FMS Staff Cost (as mentioned in the financial bid for Opex Phase 2.3)						

Annexure-VIII

Format for Power of Attorney

POWER OF ATTORNEY

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

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

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

(Add in the case of a Consortium)

Our firm is a Member or Lead bidder of the Consortium of _____, _____ and _____.

Dated this the _____ day of _____ 2023

(Signature and Name of authorized signatory)

(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company)

Seal of firm Company

Witness 1:

Witness 2:

Notes:

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

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