

RailTel Corporation of India Ltd

(A Navratna PSU under Ministry of Railways)



NOTICE INVITING EXPRESSION OF INTEREST (EOI)

EOI No.: RCIL/CO/EOI/BD/2025-26/Manpower Services/01 Dated: 11-05-2026

Expression of Interest (EOI) for Manpower Services

Issued by:

RailTel Corporation of India Ltd

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

East Kidwai Nagar,

New Delhi – 110023,

Ph No. +91-011- 22900600

Fax No. +91-011-22900699

<https://www.railtel.in>

Disclaimer

RailTel Corporation of India Ltd. (herein after called the RailTel) has prepared this Expression of Interest (EOI) document solely to assist prospective bidders in making their decision of whether or not to bid.

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

EOI NOTICE AND SCHEDULE OF EVENTS

#	Information	Details
1.	EOI No.	RCIL/CO/EOI/BD/2025-26/Manpower Services/01 for Manpower Services
2.	EOI Date	11 - May – 2026
3.	Last date of submission	15 May 2026 at 15:00 Hours
4.	Opening of EOI	15 May 2026 at 16:00 Hours
5.	EOI validity period	30 days from the last date for submission of EOI
6.	Performance Bank Guarantee	10 % of total contract value
7.	Mode of Submission of EOI Response	“Two Stage tender with submission to be done at the enivida portal (https://railtel.enivida.com) only”. All interested partners may note that this is a 'Two Packet Bid Submission'. EOI response submitted through any other mode will not be accepted.
8.	EMD	Rs 5,00,000/- (Rupees Five Lakh Only) to be transferred through RTGS in RailTel's Account detailed as under: Account detailed as under: Bank Name- UNION BANK OF INDIA Bank Account no: 340601010050446 IFSC: UBIN0534064 MICR:110026012 Account name: RailTel Corporation of India Ltd. Bank and branch Address: Union Bank of India, Yusuf Sarai Branch, C-1, Green Park Extension, Arvindo Marg, New Delhi- 110016
9.	Contact person (Level 1)	Aarushi Sinha / Deputy Manager (BD) aarushi.sinha@railtelindia.com
10.	Contact person (Level 2)	Mukesh Kr Gautam/ Sr. DGM (BD) / gautam@railtelindia.com
10.	Address	RailTel Corporation of India Limited, Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 Ph. No.: +91-011- 22900600 Fax No.: +91-011-22900699

Note:

1. RailTel reserves the right to change the above dates at its discretion.
2. The EOI response is invited from empaneled partners of RailTel i.e. only RailTel empaneled partners are eligible for participation in the EOI process.

1. About RailTel

RailTel Corporation of India Ltd (RailTel) is one of the largest neutral telecom infrastructure providers in the country owning a Pan-India optic fibre network on exclusive Right of Way (ROW) along Railway track. The OFC network presently reaches to over 4500 towns & cities of the country including several rural areas. With its Pan India high-capacity network, RailTel is working towards creating a knowledge society at various fronts. The portfolio of services provided by RailTel includes Data Centre & DR services, Tele-presence as a service, NLD services, IP-1 services, Internet and Broadband services on a pan-India basis.

Equipped with an CMMiL3, ISO 9001, 20000-1:2011 & 27000 certification, RailTel offers a wide gamut of managed telecom services to Indian Telecom market including Managed lease lines, Tower colocation, MPLS based IP-VPN, Internet, Data Centre services, NGN based voice carriage services to Telecom Operators, Dark fibre leasing to MSOs/LCOs. The major customer segment for RailTel comprises of Enterprises, Banks, Government Institutions/Department, Educational Institutions/Universities, Telecom Service Providers, Internet Service Providers, MSOs, etc. RailTel being a “Navratna” PSU is steaming ahead in the enterprise segment with the launch of various services coupled with capacity augmentation in its Core network.

2. Scope of Work

The objective of this EOI is to hire capable resources from an empanelled partner for assisting RailTel in following activities:

- a) The resources should be experienced in handling consultancy projects on behalf of RailTel in the domain of IT/ICT involving networking, Security, Cloud and other data center solutions.
- b) The resources shall assist RailTel team in documenting the project delivery document for the end customer.
- c) The resources shall assist RailTel to prepare project estimate, Tender document, reply of various type of queries of various entities, finalization of partners/SI's for the projects, supervision of project incl. O&M period.
- d) The resources should be capable to prepare PowerPoint presentations, project plan including gantt chart, risk and mitigation strategies, etc. as per requirement of RailTel.
- e) The resources should take-up the monitoring, management and review of the project with various stakeholders as and when required.

3. Instruction to the EOI Participants

1. This EOI is issued for the purpose of selecting a vendor to provide manpower services as specified in this document.
2. Only those bidder(s) who fulfil the below-mentioned criterion are eligible to participate in this EOI:

Sr No	Requirement	Details	Documents Required
1	Legal Entity	Companies incorporated under the Indian Companies Act 1956 or Companies Act 2013 with their registered office in India for the last three financial years i.e. 2022-23, 2023-24, 2024-25. The bidder should have a valid Goods and Service Tax Identification Number (GSTIN), as on the last date of submission of EOI.	Copy of Valid Certificate
2	Turnover	The bidder shall have minimum cumulative turnover of Rs.1.65 Crore for last 3 financial years i.e. 2022-23, 2023-24, 2024-25.	CA Certificate to be provided

Sr No	Requirement	Details	Documents Required
3	Empanelment	The bidder should have current and valid empanelment with RailTel.	Copy of Empanelment Letter
4	Experience	The Bidder shall have experience in consulting or implementing project provisioning of IT/ICT/ITeS/Data Centre and other related activities.	Valid experience certificate
5	Employee Strength	The Interested Bidder should have at least 10 professionals working in area of Data Center and Related works	Self-Certificate or by Head of HR along with list of employees on roll
6	Non-blacklisting	The interested bidder should not be backlisted by any State / Central Government Ministry / Department / Corporation /PSU/ Autonomous Body in India, on the last date of submission of EOI.	Self-certification on letter head.

3. It is a two-stage bidding **Stage 1 Technical Evaluation** and **Stage 2 Commercial Evaluation**.
4. The minimum qualifying marks in the stage 1 (Technical Evaluation) shall be 70 marks out of a total of 100 marks. Bidders scoring below 70 marks in stage-1 shall be disqualified.
5. RailTel will evaluate the stage 2 bidder(s) on Lowest-1 price basis.
6. The marking scheme shall be distributed as follows:
 - **Company Profile** – 30 Marks (For cumulative turnover of 3 years, 15 marks for upto Rs.1.65 Cr and 2 mark for each 25 Lakh additional, over and above Rs.1.65 Cr)
 - **Manpower Qualification** – 20 Marks (8 marks for Sr. No-1 and 6 marks for sr. no-2 & 3 each)
 - **Manpower Experience** – 20 Marks (8 marks for Sr. No-1 and 6 marks for sr. no-2 & 3 each)

- **Presentation on technical expertise – 30 Marks**

7. RailTel will pay for the resources on back-to-back terms based on milestone completion for customer project.
8. The selected partner has to support the RailTel in the preparation of all project documents and other assignments given as required in the project.
9. The EoI shall remain valid up to 30 days from last date of submission of EoI.
10. If any matter arises between the parties about this agreement, then the parties shall meet to discuss the matter and shall negotiate in good faith to endeavor to resolve the matter.
11. If any matter arising has not been resolved by the parties within thirty (30) days, then,
 - i. The matter shall be submitted by either party to Arbitration. Arbitration shall be held in New Delhi, India. The arbitration shall be conducted as per the provisions of Indian Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof.
 - ii. Each party to the dispute shall appoint one Arbitrator each and the two Arbitrators shall appoint the third or the presiding Arbitrator. The arbitration proceedings shall be conducted in the English language. The courts of New Delhi, India alone shall have the jurisdiction. The arbitration award shall be final and binding upon the parties and judgement may be entered thereon, upon the application of either party to a court having jurisdiction.
 - iii. Each party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the parties unless the award otherwise provides.
12. The successful bidder will not be allowed to withdraw or back out from the response commitments. In case of withdrawal or back out by the successful bidder, EMD/PBG shall be forfeited and bidder may be blacklisted.
13. The successful bidder will have to submit PBG (in the form of Bank BG) equivalent

to 10 % of the Total Project Cost. The Performance Bank Guarantee shall be valid up to the term of the contract period plus one year claim period and shall be extended/renewed and maintained as per customer requirement (if any).

14. The manpower deployed on a job will use their own laptop when working from RailTel /end user's premises.

15. The selected bidder and the manpower will be required to sign a non-disclosure agreement within 10 days of issue of LOA/PO.

16. The agency or its deployed personnel, by virtue of working on RAILTEL /Client's projects, can't claim any rights on the work performed by them. RAILTEL /Client will have absolute rights on the work assigned and performed by them. Neither any claims of the agency or its deployed professionals will be entertained on the deliverables.

17. The empaneled bidder will not outsource the work to any other associate/franchisee/third party under any circumstances.

18. The manpower deployed by the selected bidder will maintain office decorum. They will be courteous, polite and cooperative and able to resolve the users' problems. In the event of any issue arising due to the conduct of such manpower, RailTel reserves the right to get such deployed man-power replaced or cancellation of contract as deemed fit by RailTel.

4. DURATION OF CONTRACT UNDER THIS EOI

- a) The contract with RailTel shall be start from the date of issue of LoA/PO and the resources shall be deployed for a period of 2 years of minimum commitment.
- b) The contract may be extended further for period six (6) months subject to satisfactory performance of successful bidder upto maximum period of 4 years beyond initial period of deployment as per RailTel's requirement. During this extension period, RailTel reserves the right to change the number of resources (increase/decrease).
- c) The rates shall be fixed for the entire contract period.

5. SUPPLY OF MANPOWER

#	Resource Type	Quantity	Min Qualification	Minimum Experience
1.	Project Director	1	BE/B.Tech/MCA/MBA	Minimum Fifteen (15) years in IT/ITeS/ Data Centre related projects
2.	Data Centre Consultant	1	BE/B. Tech/MBA	Minimum Ten (10) years in IT/ITeS/Data Centre related projects
3.	Network & Security Consultant	1	BE/B. Tech/MCA	Minimum Eight (8) years in IT/ITeS/Data Centre related projects
4.	Supporting Staff	2	Graduate	Should have MS Office Expertise

Note:

1. The bidder shall arrange a suitable office space in South or Central Delhi, with a minimum seating capacity for six (6) personnel, along with meeting/conference room.
2. The bidder shall pay fair and reasonable wages to the workmen employed by him, for the contract undertaken by him and comply with the provisions set forth under the Minimum Wages Act and the Contract Labor Act defined by Govt of India (GoI) and other relevant provisions of the Law.

Annexure 1: CV Format

Bidders are required to provide CV for Manpower as per below format.

Name					
1.	Proposed position or role	<i>(only one candidate shall be nominated for each position)</i>			
2.	Date of Birth		Nationality		
3.	Education	Qualification	Name of School or College or University	Degree Obtained	Year of Passing
4.	Years of Experience				
5.	Areas of Expertise and no. of years of experience in this area	(as required for the Profile)			
6.	Certifications and Training attended				
7.	Employment Record	Employer	Position	From	To
		<i>[Starting with present position and last 2 firms, list in reverse order, giving for each employment: dates of employment, name of employing organization, positions held.]</i>			
8.	Detailed Tasks Assigned	(List all tasks to be performed under this project)			

*** Attach relevant documents**

Annexure 2: Commercial Bid Format

(On Organization Letter head)

To,

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

Eoi Reference No.: RCIL/CO/EOI/BD/2025-26/Manpower Services/01 Dated: 11-05-2026

S No.	Item Name	Quantity	Unit Price (per annum)	Total Amount per annum (excl of tax)	Tax (in %)	Total Amount per annum (inclusive of taxes)
1	Project Director	1				
2	Data Centre Consultant	1				
3	Network & Security Consultant	1				
4	Supporting Staff	2				
Total (Figures in INR)						

Total Price in words: _____

Note:

1. Bidder quoting resultant lowest value (L1) for two years will be considered as selected partner, subject to bidder's EOI response is in compliance of all requirements mentioned in the EOI document.
2. In case of numeric error, the value mentioned in words will consider as final amount.
3. The commercial bid should be neatly typed and any cutting, overwriting or manual entry may lead to rejection of bid.
4. Each and every page of this bid should be duly signed and stamped.

Sign: _____

(Name and Title of Authorized Signatory)

Date: _____

Annexure 3: NDA (Non-Disclosure Agreement)

(On Stamp paper of appropriate value)

EoI Reference No.: RCIL/CO/EOI/BD/2025-26/Manpower Services/01 Dated: 11-05-2026

This Confidentiality–cum-Non-disclosure Agreement is entered into at Delhi on this _____ day of _____, 2026, by and between, RailTel Corporation of India Limited, Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023, hereinafter called "the purchaser", which expression shall, unless repugnant to the context, include its representatives, successors, administrators and assigns of the ONE PART;

AND

M/s _____ having its Registered Office at _____ (Through Shri /Ms. _____ (designation), as authorized vide its Board Resolution/Power of Attorney dated _____), (hereinafter "Vendor", "consultant", "service provider") which expression shall include its heirs, representatives, successors, executors, administrators and permitted assigns of the OTHER PART.

M/s _____/Vendor and the Railtel shall hereinafter jointly be referred to as "Parties" and individually as a "Party".

In this Agreement, "Affiliate" means any entity which from time-to-time Controls, is Controlled by or is under common Control with the relevant party or entity, where "Control" means having the ability (including, without limitation, by means of a majority of voting rights or the right to appoint or remove a majority of the board of directors) to control the management and policies of an entity.

WHERE AS: -

Vendor inter-alia is engaged in the business of _____. In the course of such discussions and negotiations and subsequent agreement for the above purpose, it is anticipated that either party may disclose or deliver to the other party certain of its confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such a business relationship.

The parties have entered into this Agreement, in order to assure the confidentiality of such confidential and proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as the 'Disclosing Party' and will include its affiliates and subsidiaries, the party receiving such Proprietary Information is referred to as the 'Recipient' and will include its affiliates and subsidiaries.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Interpretation:

In this Agreement “Confidential Information” means all information belonging to a Party that is or has been disclosed to one Party (the “Receiving Party”) by the other Party (the “Disclosing Party”) in connection with the business transacted/ to be transacted between the Parties. Confidential information shall also include any copy, abstract, extract, sample, reports, statements, maps, graphics, note or module thereof. The Receiving Party may use the Confidential Information solely for and in connection with the business transacted/ to be transacted between the Parties. The term ‘confidential information’ shall include all written or oral information (including information received from third parties that the ‘Disclosing Party’ is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential. Confidential information shall also include, without limitation, software programs, technical data, methodologies, know-how, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, customer information and business information of the ‘Disclosing Party’.

Confidential information shall also include, without limitation, information identified as being proprietary and/or confidential or pertaining to pricing, marketing plans or strategy, volumes, financial or technical or service matters or data, employee/ agent/ consultant/ officer/ director related personal or sensitive data software programs, technical data, passwords encryption tools, methodologies, know-how, processes, designs, new products, development work, marketing requirements, marketing plans, disaster recovery plans, customer names, prospective customer names, customer information, customer databases, business information and any information which might reasonably be presumed to be proprietary or confidential in nature of the “Disclosing Party”.

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to a direction of a judicial authority, statutory or regulatory authority or government as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

As used in this Agreement, the term 'Proprietary Information' shall mean all confidential or Proprietary Information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such confidential or Proprietary Information is disclosed by the Disclosing Party to the Recipient. Notwithstanding the forgoing, information which is orally or visually

disclosed to the recipient by the Disclosing Party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party, within 10 (ten) days after such disclosure, delivers to the Recipient a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made.

The Proprietary Information" shall include, but not be limited to, domain names, trade secrets, copyrights, ideas, techniques, know-how, inventions (whether patentable or not), and/or any other information of any type relating to designs, configurations, documentation, policies, board notes, Circulars, recorded data, schematics, layouts, source code, master works, master databases, algorithms, flow charts, formulae, works of authorship, mechanisms, research, manufacture, improvements, assembly, installation, intellectual property, and the information concerning the Parties' actual or anticipated business, research or development, or which is received in confidence by the disclosing party to the Recipient.

2. Confidentiality:

a) Each party shall keep secret and treat in strictest confidence all proprietary and confidential information it has received about the other party or its customers and will not use the confidential or proprietary information otherwise than for the purpose of performing its obligations under said agreement in accordance with its terms and so far as may be required for the proper exercise of the Parties' respective rights under this agreement.

b) Each party may disclose confidential information to its employees, officers, consultants or agents only to the extent that such disclosures are required to exercise its rights and perform its obligations under the agreement or attachments. Each party shall take such steps as may be reasonably requested by the other or otherwise required to ensure that the aforementioned persons acknowledge and comply with the use and confidentiality restrictions contemplated under this Agreement

3. Non-Disclosure of Proprietary and confidential Information:

For the period during the Agreement or its renewal, the Recipient will:

a) Use such confidential and Proprietary Information only for the purpose for which it was disclosed and without prior written authorization of the Disclosing Party shall not use or exploit such confidential and Proprietary Information for its own benefit or the benefit of others.

b) Protect confidential and Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its confidential information of similar importance: and

c) Limit disclosure of confidential and Proprietary Information received under said agreement to persons within its organization and to those 3rd party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such confidential and Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

4. Limit on Obligations:

The obligations of the Recipient specified in clause 3 above shall not apply and the Recipient shall have no further obligations, with respect to any Proprietary and Confidential Information to the extent that such Proprietary Information:

a) is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient,

b) is in the Recipient's possession at the time of disclosure otherwise than as a result of the Recipient's breach of a legal obligation.

c) becomes known to the Recipient through disclosure by any other source, other than the Disclosing Party, having the legal right to disclose such Proprietary Information.

d) Is independently developed by the Recipient without reference to or reliance upon Proprietary Information; or

e) Is required to be disclosed by the Recipient to comply with applicable laws or governmental regulation, provided that the recipient provides prior written notice of such disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

5. Return of Documents:

The Recipient shall, upon the request of the Disclosing Party, in writing, return to the Disclosing Party all drawings, documents and other tangible manifestations of Proprietary and Confidential Information received by the Recipient pursuant to this Agreement (and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event it is not inclined to proceed further with the engagement, business discussions and negotiations, or in the event of termination of this Agreement, the Recipient party will promptly return to the other party or with the consent of the other party, destroy the Proprietary and Confidential Information of the other party.

6. Communications:

Written communications requesting or transferring Proprietary Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing) RailTel,

Attn: _____ Attn: _____

1.....

M/s _____ Attn: _____

1.....

7. Term:

The Agreement is valid from _____ to _____. Either party may terminate the Agreement by giving prior written notice of 30 days to other party. The obligation pursuant to Clause 2 and 3 (Confidentiality and Non-Disclosure of Proprietary Information) will survive event after termination of this agreement. The obligations of each party hereunder will continue and be binding irrespective of whether the discussion between the parties materialize into a specific understanding/ business relationship or not, however, this agreement on Confidentiality and Non- Disclosure of Confidential Information) is perpetual basis even after termination/ expiry of the Agreement

Nothing herein contained shall be construed as a grant by implication, estoppel, or otherwise or a license by either party to the other to make, have made, use or sell any product using Proprietary Information or as a license under any patent, patent application, utility model, copyright or any other industrial or intellectual property right covering same.

8. Damages:

Both parties acknowledge that the proprietary & Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, neither party shall use the Confidential Information in a manner that will jeopardise or adversely affect in any manner such future strategies, plans, business activities, methods, processes, information, and/or competitive and strategic advantage of the Disclosing Party.

The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach, in addition to other remedies, which may be available, the party violating the terms of Agreement shall be liable for the entire loss and damages on account of such disclosure.

Vendor agrees to indemnify each other against all loss suffered due to breach of terms of this agreement and undertakes to make good the financial loss caused directly or indirectly by claims brought about by its customers or by third parties.

The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.

No failure or delay by either party in exercising or enforcing any right remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

9. Permitted disclosure:

The provisions of paragraph 2 shall not restrict any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the other party of such requirement with a view to providing the opportunity for the Provider to contest such disclosure or otherwise to agree the timing and content of such disclosure.

10. Ownership of Information:

Except to the extent as agreed herein, the Confidential Information and copies thereof, in whatsoever form shall always remain the property of the Disclosing Party or its clients and its disclosure shall not confer on the Receiving Party any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this Agreement.

11. No Representation:

Neither the disclosure, transmission receipt or exchange of Confidential Information nor anything else in this Agreement will constitute an offer by or on behalf of the Disclosing Party or be construed as soliciting any business or organization changes or any assurance of any business commitment or an inducement to incur / undertake any obligations not specified herein and neither Party will be under any obligation to accept any offer or proposal which may be made by the other or on behalf of such other party.

12. Remedies and Relief:

The parties hereto acknowledge that remedies at law may be inadequate to protect the Disclosing Party or its clients against any actual or threatened breach of this Agreement by the Receiving Party, and, without prejudice to any other right and remedies otherwise

available to the Disclosing Party or its clients, the Receiving Party agrees that Disclosing Party has a right to seek injunctive relief in its favor upon proof of actual damage and upon establishment of the fact that such actual damage has taken place due to reasons directly attributable upon the Receiving Party. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or equity. The Disclosing Party shall be entitled to recover its cost and fees, including legal expenses, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the disclosing Party shall be entitled to recover its cost and expenses including legal expenses.

13. No Assignment:

This Agreement shall not be assigned by either Party, by operation of law or otherwise, without the prior written consent of the other Party. This Agreement shall insure to the benefit of and will be binding upon the Parties' respective successors and permitted assigns.

14. Severability:

In the event that any of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect by a Court of competent jurisdiction, the validity, legality, or enforceability of the remaining provisions contained in this agreement will not be in any way affected or impaired by such a finding.

15. Delay or Waiver:

No delay or failure of either Party in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver or an expectation of non-enforcement of such right or any other rights hereunder. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by either Party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

16. Notices:

Notices as required by this Agreement shall be sent to the Parties at the addresses mentioned first herein above or such other addresses as the Parties may designate from time to time and shall be sent by certified or registered mail with acknowledgement due on receipt.

17. Arbitration & Governing Law:

All disputes or differences whatsoever arising between the Parties out of or in relation to the construction, meaning and operation or effect of the RFP Documents/PO/SLA or breach thereof shall be settled amicably. If, however, the Parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996. The matter may be referred to a Sole Arbitrator to be appointed mutually by the parties and the award made in pursuance thereof shall be binding on the Parties. If the Railtel and

vendor fails to appoint sole arbitrator mutually, then the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act-1996. Any matter relating to or incidental to arbitration will be subject to the exclusive jurisdiction of courts at Delhi only.

The bidder/ vendor shall continue to work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Railtel or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained. However, during such a contingency, the Railtel shall be entitled to make alternative arrangements to tackle the situation in any manner it deems fit, at the cost of the bidder/vendor which may also be adjusted by the Railtel from the Performance Bank Guarantee, being treated as default so that the business of the Railtel is not disrupted.

The venue of the arbitration shall be Delhi only, and the language of the arbitration will be English.

18. Indemnity:

Service Provider shall indemnify the Railtel from all claims including third party claims, causes of action, suits, damages or demands, whatsoever, arising out of breach of this Agreement by the indemnifying party as and when such claims, actions, damages or demands becomes payable under law including any governmental, regulatory, judicial or quasi-judicial determination.

19. Modification/Amendment:

Modification to any of the provisions of this Agreement shall be void unless it is writing and duly executed by all the Parties.

20. Miscellaneous

a. This Agreement shall not be modified, changed or discharged, in whole or in part, except by a further Agreement in writing signed by both the parties.

b. This Agreement will be binding upon and ensure to the benefit of the parties hereto and it also includes their respective successors and assigns.

c. Each party will bear its own costs in connection with the activities undertaken in connection with this Agreement.

d. Nothing in this Agreement is intended to confer any rights/ remedies under or by reason of this Agreement on any third party.

e. The Agreement shall be construed and interpreted in accordance with the laws prevailing in India.

f. The Confidential terms of the SLA to be executed between the parties shall be read as part and parcel of this Agreement. This Agreement supersedes all prior discussions and writings

with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement.

This Agreement may be executed in counterparts, each of which when taken together shall constitute one and the same agreement.

That the contents of the Agreement have been read over and translated into vernacular language [name of the language of the vendor] and vendor having understood the contents thereof subscribe(s) to these presents.

IN WITNESS WHEREOF, the Parties hereto have set their respective signatures by their duly authorized representatives as of the date and day first mentioned above

Signed and delivered by:

RAILTEL CORPORATION OF INDIA LIMITED

Signed and delivered by:

M/s _____

Signed by

Name

Designation

Signed by

Name

Designation

Witness 1:

(sign)

Full Name

Address

Witness 2

(sign)

Full Name

Address

Annexure 4: Declaration of Non-Blacklisting

(To be provided on the Company letter head)

To,

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

Subject: Self Declaration of not been blacklisted in response to the **EOI No.:**

RCIL/CO/EOI/BD/2025-26/Manpower Services/01 Dated: 11-05-2026

Dear Sir,

We confirm that our company, _____, is not blacklisted in any manner whatsoever by any of the State/UT and/or central government/Public sector organization in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as on date __/__/__

_____.

Place:

Date:

Bidder's Company Seal:

Authorized Signatory's

Signature:

Annexure 5: 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.

***** End of Document *****

