

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

**Expression of Interest for Selection of Partner
from Empaneled Business Associate for EXCLUSIVE PRE-BID TEAMING
ARRANGEMENT**

For

**Selection of Managed Service Provider for setting up Cyber security solutions For National
Data Centres for a Customer of RailTel (CoR)**

EOI No: RailTel/EOI/COMKTG/CoR/CS_NDC/2026-27/02 10th June 2026

EOI NOTICE

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

EOI No: RailTel/EOI/COMKTG/CoR/CS_NDC/2026-27/02 dated 10th June 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 Exclusive pre bid teaming arrangement for **“Selection of Managed Service Provider for setting up Cyber security solutions For National Data Centres for a Customer of RailTel (CoR)”**

The details are as under: -

1	Last date for submission of Technical Packet against EOIs by bidders	19 th June 2026 at 15:00 Hours
2	Opening of Technical Bid of EOIs	19 th June 2026 at 15:30 Hours
3	Bid Validity Period	210 days (180+30 days) from date of submission of Bid to end customer by the RailTel
4	EOI processing fee- inclusive of taxes (non-refundable)	5900/- incl. taxes
5	Token EOI EMD	Rs. 10,00,000/- (Ten Lakh Rupees 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. Partner needs to share the online payment transfer details like UTR No. date and Bank along with the proposal.
6	Balance EMD (To be submitted by the shortlisted Business Associate to be intimated later)	Balance EMD for Rs. 90,00,000/- (Ninety Lakhs Rupees Only) To be submitted by shortlisted Business Associate, in the form of BG or online transfer one day before RailTel submits its bid to the end customer. i) In Case of Balance EMD is submitted in the form of Bank Guarantee: (SFMS report guidelines: - BG advising message – IFN 760COV/ IFN 767COV via SFMS • To mandatory send the Cover message at the time of BG issuance. • IFSC Code of ICICI Bank to be used (ICIC0000007). • Mention the unique reference (RAILTEL6103) in field 7037.) In case Balance EMD is submitted through Online

		Transfer, the same may be transferred in the following Bank Account. RailTel Bank Details: Union Bank of India, Account No. 340601010050446, IFSC Code – UBIN0534064.
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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.

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

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

Contact: Sh. Vineet Kushwaha
Designation: JGM/EB/CO
Email: vkushwaha@railtelindia.com

Contact: Sh. Shashidhar Uppal
Designation: GGM/EB/CO
Email: shashi_uppal@railtelindia.com

Contact: Mrs. Parag Kumar Goyal
Designation: PED/EB
Email: parag@railtelindia.com

Note: -

1. Empaneled partners are required to submit a soft copy of the technical packet through an e-mail at eoiebc@railtelindia.com, duly signed by Authorized Signatories with the Company seal and stamp.
2. The EOI response is invited from eligible **Empanelled Partners of RailTel only**.
3. All the documents must be submitted with **proper indexing** and **page no**.
4. This is an **exclusive pre-bid partnership arrangement with an empaneled business associate of RailTel for participating in the end customer RFP**. The selected partner's authorized signatory has to give an undertaking they will not submit directly or indirectly their bids and techno-commercial solution/association with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to the end customer organization by RailTel). **This undertaking has to be given with this EOI Response.**
5. **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.

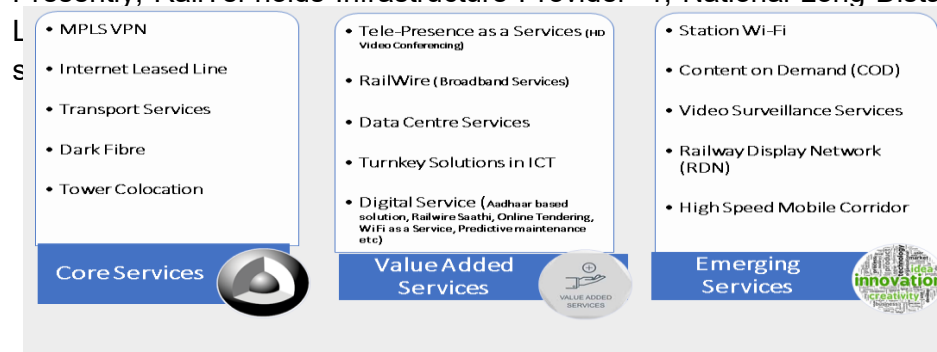
RailTel has approximately 63000 kms of OFC along the protected Railway tracks. The transport network is built on high-capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon 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 s under which the following



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 service (IaaS), Hosting as Services, Security operation Centre as a Service (SOCaaS): RailTel has MeitY empaneled two Tier-III data centers in Gurgaon & Secunderabad. Presently RailTel is hosting critical applications of Indian Railways, Central & State government/ PSUs applications. RailTel will facilitate Government's applications / Hosting services including smooth transition to secured state owned RailTel's Data Centers and Disaster Recovery Centers. RailTel also offers SOC as a Service 'SOCaaS'. In addition, RailTel offers VPN client services so that employees can seamlessly access the 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 a unique service model of providing high-def 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, especially during this pandemic situation.

e) Retail Services – Rail Wire

RailWire: Triple Play Broadband Services for the Masses. RailTel has a unique model of delivering broadband services, wherein local entrepreneurs are engaged in delivering & maintaining broadband services and up to 66% of the total revenues earned are shared to these local entrepreneurs in the state, generating jobs and revitalizing local economies. On date RailTel is serving approx. 5,70,000 subscribers on PAN Indian basis. RailTel can provide broadband service across— Government PSU or any organization's officers colonies and residences.

1. Project Background and Objective of EOI

RailTel intends to select the partner for “**Selection of Managed Service Provider for setting up Cyber security solutions For National Data Centres for a Customer of RailTel (CoR)**”

(Refer end customer's RFP GeM Bid Number: GEM/2026/B/7180075 dated 04.02.2026)

RailTel invites EOIs from RailTel's Empaneled Partners for the selection of suitable partner for participating in the below mentioned work for the agreed scope work. The empaneled partner is expected to have excellent execution capability and a good understanding of the customer local environment.

2. Scope of Work:

Supply, Installation, testing and operation:

2.1.1 The scope of CoR RFP is to provide hardware, software and manpower along with installation, configuration, commissioning and testing of newly procured cyber security solution and day to day operations of the four National Data Centres i.e. NDC Delhi, NDC Pune, NDC Hyderabad and NDC Bhubaneswar.

2.1.2 The selected partner shall be responsible for replacement of obsolete, end-of-support, and old devices with newly procured devices like firewall, IPS, Anti-DDoS, WAF, SSLO, NDR, APT etc. The scope of work shall also include installation, configuration, commissioning, and migration of configuration, rules and policies from existing devices to new ones, along with management of the required security solutions.

2.1.3 The SELECTED PARTNER shall also be responsible for operation, and management of the procured devices like firewall, IPS, Anti-DDoS, WAF, SSLO, NDR, APT etc. to enhance the security posture of all 4 National Data Centres (NDCs).

2.1.4 The SELECTED PARTNER shall also be responsible to Install, configure, commission, operate, and management of newly procured security software solutions such as Privileged Identity and Access Management (PIM/PAM), Server Security, Patch Management, Host based Data Leak Prevention System, Web Application Firewall, Database Activity Monitoring (DAM), AAA, Vulnerability Assessment (VA) etc.

2.1.5 The SELECTED PARTNER shall be responsible to operate day to day operation from the existing security infrastructure deployed at the NDCs that are not being replaced, since some devices may still be operational and in use as per *Annexure 7: Existing Cyber Security hardware & software components as per CoR RFP*.

2.1.6 All proposed cyber security solutions must also integrate with NIC cyber security solutions like Ticketing Platform, SIEM, SOAR, SSO, PIMS, ITAM, NTP, LDAP, AAA, PIM/PAM, AD, Radius, Email, SMS gateway, and monitoring solutions etc. and the SELECTED PARTNER shall be responsible for the same. Required API or required information will be provided by NIC SOC team.

2.1.7 The proposed solution must be capable of forwarding real time logs in syslog format or any other formats intended by the NIC SOC and Log division or any other division and its raw log format should be supported by all leading SIEM solutions/ Log Collectors.

2.1.8 The SELECTED PARTNER shall install and configure all cyber security solution in High Availability (HA) and redundancy mode.

2.1.9 The SELECTED PARTNER shall ensure that any Cyber Security solution added to the NDCs does not affect the existing performance of NIC's NDCs or NGC.

2.1.10 The SELECTED PARTNER has to provide all cyber security solution On-premises i.e. Hardware and software shall be provided on the premises of the NIC and also installed on the premises

of NIC.

2.1.11 Any additional hardware, system software like enterprise operating system, database, virtualization software etc. required to run the cyber security hardware solution or software solution as per mentioned in the *Annexure 2: Hardware BOQ and Annexure 3 : Software BOQ* must be supplied by the bidder with technical bid documents as per CoR RFP.

2.1.12 The SELECTED PARTNER shall manage connectivity within the rack, while inter-rack connectivity will be handled by the Purchaser.

2.1.13 SELECTED PARTNER must provide the EMS (Enterprise Monitoring Solution) software for monitoring the 1000 assets.

The SELECTED PARTNER shall process alerts/logs generated by security solutions, derive intelligence from them, and provide reports to NIC regularly as per format and periodicity decided by the Purchaser.

2.1.14 The SELECTED PARTNER shall provide managed services by designing a highly available, fault-tolerant, scalable (with automation), and continuously updated solution delivered as a 24x7x365 service.

2.1.15 The SELECTED PARTNER shall provide round-the-clock managed services during the contract, including daily operations, configuration, backup, incident management and troubleshooting.

2.1.16 The SELECTED PARTNER shall capture and retain all cyber security solution logs locally for at least 6 months, push them in real-time to NIC's central log system, designated solutions in SOC and archive them locally at each NDC SOC if required. Raw logs may also need to be shared with central agencies when requested and with the approval of NIC.

2.1.17 The SELECTED PARTNER shall set up management clusters with fault tolerance for all solutions deployed under this contract. These clusters will monitor, manage, and control both new and existing cyber security solution. The SELECTED PARTNER shall provision all necessary hardware, software, licenses, components, and ensure High Availability. The SELECTED PARTNER shall enhance management cluster capacity to meet SLA requirements if there is any service degradation without any additional work orders.

2.1.18 The AMC of the existing cyber security solution will be done by NIC.

2.1.19 Minimum technical specifications for each hardware/software component are provided in *Annexure 9: Technical Specifications of Hardware and Annexure 10: Technical Specifications of Software (CoR RFP)*

2.1.20 Defined specification of cyber security hardware are minimum only. SELECTED PARTNER should examine exact required specification of offered cyber security hardware to meet SLA requirements. Offered hardware components should not be inferior in any specification then defined in CoR RFP.

2.1.21 Product should not be end of support at least for next 3 years, in case of product declared end of support then SELECTED PARTNER must provide an equivalent or better replacement from the same OEM. The product must not be provided Beta Version. The product support must be provided by OEM for next 7 years.

2.1.22 SELECTED PARTNER shall ensure integration of any threat intelligence shared by Purchaser into its security ecosystem.

2.1.23 SELECTED PARTNER shall implement a call logging system as per the work defined under Operation and maintenance at clause 4.4 of CoR RFP.

2.1.24 The SELECTED PARTNER shall use NIC's existing ITSM tool and maintain as well as update the tool on a regular basis.

2.1.25 The SELECTED PARTNER shall be responsible for Delivering all hardware and software to NIC sites as per the consignee list.

2.1.26 The SELECTED PARTNER shall perform the DR Drills once every Quarter, periodic backup and backup restoration activities of the Solution and ensure that the immediate restorable version of the Solution is available for maintaining the data integrity.

2.1.27 SELECTED PARTNER shall be responsible to prepare CRD (Customer Requirement

Document), HLD (High- Level Design), LLD (Low-level Design) documents, integration and migration plans, and an implementation roadmap in consultation with NIC, The HLD and LLD will include, but not limited to:

- i. Physical and logical topology.
- ii. IP-Addressing and deployment strategy.
- iii. Configuration templates.
- iv. Security policies/rules required
- v. Performance optimization.
- vi. Scalability, redundancy, and security considerations.
- vii. Authentication, VLANs, subnet isolation, and other security features.
- viii. Required changes to accommodate LLD.
- ix. The SELECTED PARTNER shall submit the proposed architecture diagram

The SELECTED PARTNER and OEM professional services team will create a structured plan, including sample configurations, a migration strategy, and an acceptance test plan.

The plan should ensure:

- i. A thorough implementation strategy.
- ii. Adherence to aggressive deployment schedules.
- iii. Minimal disruption to existing network security services.
- iv. Risk mitigation for network operations.

It must also include:

- i. Sample configurations and turn-up test plans.
- ii. Impact analysis for NIC network
- iii. A ready-for-use plan in collaboration with OEM engineers.
- iv. A security and infrastructure staging plan, covering:
 - a. Physical and logical topologies.
 - b. Configurations and testing scripts.
- v. Roll-back plan.
- vi. Acceptance criteria.
- vii. SOPs for each operation
- viii. Manuals for the required services.
- ix. `Site-specific installation tasks, documentation, and checklists.

2.2. Product Support

2.2.1 OEM's professional services support must align with the final Low-Level Design (LLD) and Implementation Plan.

2.2.2 Data Security & Onsite Implementation

- i. All tasks related to installation, commissioning, and migration must be performed within NIC premises. No NIC-specific data, including equipment distribution details, should be taken out of NIC premises or transferred over the internet.
- ii. The OEM professional service team must be available onsite at NIC locations (NOC/SOC/DC) during the implementation phase.
- iii. The SELECTED PARTNER shall ensure that all personal data is stored and processed in strict compliance with the Digital Personal Data Protection Act, 2023. All personal data shall be encrypted at rest and in transit, or alternatively maintained in tokenised, obfuscated, or masked form. Furthermore, access to back-end data shall be restricted to the minimum necessary set of authorised users and such access shall be secured through multi-factor authentication.

2.2.3 OEM Support

- i. OEM support must be available back-to-back with SELECTED PARTNER during entire contract

period.

ii. The SELECTED PARTNER shall ensure that the entire infrastructure is supported back-to-back by OEM's professional service level. The OEMs of the solutions proposed by the selected partner shall provide the following support during the below mentioned phases:

a. Implementation Phase: Each OEM which are proposed by the SELECTED PARTNER shall validate design, architecture, configurations, features enabled for their respective solutions proposed before installation and configuration of their solution.

b. Operational Phase: The MSP should ensure that a robust support model is put together with OEM in such a way that the solutions and services runs with the level of availability as given in paragraphs 11 of CoR RFP.

Through this EOI, RailTel intends to explore the most competitive techno-commercial offer for the entire scope of work from its empanelled Business Associates/ Implementation Partners. However, the allocation/bifurcation of work shall be decided solely by RailTel based on project winnability, competitiveness, technical suitability, business interest of RailTel, and compliance with the end customer's tender/contract conditions, including subcontracting restrictions.

RailTel reserves the right to retain any portion of the work or partial scope to the selected partner(s), or modify the scope of engagement at any stage before or after award of the project. In case of any restriction imposed by the end customer regarding subcontracting or execution arrangement, the same shall prevail and be binding on the selected partner.

The activities to be performed by the selected bidder is strictly as per the condition mentioned above and as per the scope of work mentioned in CoR RFP.

3. Response to EOI guidelines

3.1 Language of Proposals

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

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

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

3.4 Period of Validity of Bids and Bid Currency

Bids shall remain valid for 210 (180+30) days from the last date of submission of bids to the end Customer organization.

3.5 Bid Earnest Money (EMD)

- 3.5.1** The Business Associate shall furnish a sum as given in EOI Notice via online transfer from any scheduled bank in India in favor of “RailTel Corporation of India Limited” along with the offer. This will be called **EOI EMD**.
- 3.5.2** Offers not accompanied by valid EOI Earnest Money Deposit shall be summarily rejected.
- 3.5.3** In case of Bidder's offer is selected for bidding, bidder has to furnish Balance Earnest Money Deposit (EMD) for the bid to RailTel for the amount as mentioned in this EOI Notice. The selected Business Associate shall have to submit balance EMD amount in proportion to the quoted value/scope of work to RailTel before submission of bid to end customer.
- 3.5.4 Return of EMD for unsuccessful Business Associates:** EOI EMD of the unsuccessful Business Associate shall be returned without interest after completion of EOI process.
- 3.5.5 Return of EMD for successful Business Associate:** EOI-EMD & Earnest Money Deposit (balance proportionate EMD) if applicable of the successful bidder will be discharged / returned as promptly as possible after the receipt of RailTel's EMD/BG from the Customer and or on receipt of Security Deposit Performance Bank Guarantee as applicable (clause no. 4.7) from Business Associate whichever is later.
- 3.5.6 Forfeiture of EOI EMD or Full EMD (EOI EMD & Balance EMD) and or Penal action as per EMD Declaration:**
- 3.5.6.1** The Full (initial plus balance) EOI EMD may be forfeited and penal action shall be initiated if a Business Associate withdraws his offer or modifies the terms and conditions of the offer during the validity period.
- 3.5.6.2** In case of non-submission of SD/PBG (as per clause no. 4.7) leads to forfeiture of full EMD (Initial EMD plus balance) or suitable action as prescribed in the EMD Declaration shall be initiated as applicable.

3.6 Security Deposit / Performance Bank Guarantee (PBG)

- 3.6.1** In case the bid is successful, the PBG of the requisite amount proportionate to the agreed scope of the work will have to be submitted to RailTel.

3.7 Last date & time for Submission of EOI response

EOI response must be submitted to RailTel at the email address specified in the EOI Notice not later than the specified date and time mentioned in the EOI Notice.

3.8 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.

3.9 Details of Financial bid for the above-referred tender

Business Associate meeting eligibility criteria will be selected for the financial bid opening.

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

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

3.10 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.

3.11 Period of Association/Validity of Agreement

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

4. Eligibility Criteria for Bidding Business Partner of RailTel

S.No.	Parameter	Clause	(Mandatory Compliance & Document Submission)
1.	Legal Entity	The bidder should be an established Information Technology company registered under the Companies Act, 1956/2013 or LLP firm or Partnership firm under Partnership Act 1932 and in operation for at least 5 years as on last date of bid submission and should have their registered offices in India. The company must be registered with appropriate authorities for all applicable statutory duties or taxes	Valid documentary proof of: • Certificate of incorporation/ Certificate of Commencement Certificate consequent to change of name if applicable • Copy of Memorandum of Association (if

S.No.	Parameter	Clause	(Mandatory Compliance & Document Submission)
			applicable • Valid documentary proof of: • GST Registration certificate- Certificate of GST registration • PAN Details- Copy of PAN / TAN / Income tax number.
2.	Non-Blacklisting Undertaking	The Bidder and OEM a. Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Department of expenditure, Government of India or Meity/ NIC on the date of submission of the bid. b. Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from Participation in Tender Processes of all its entities, for offences mentioned in tender document in this regard. We have neither changed our name nor created a new “Allied Firm”, consequent to the above disqualifications.	• Bidder and OEM should • submit as Self certification • by the Bidder • duly signed by the • Authorised Signatory of • the Bidder on Bidder's firm letter head.
3.	Annual Turnover	The bidder's average annual turnover for the last 3 financial years should be more than INR 400 Cr.	Audited sheet with CA (CA Certificate with registration number). CA Certificate with Net Worth, Turnover and Profit/Loss for the three financial years
4.	Relevant Experience	The bidder should have successfully completed at least 05 IT/ITES completed or ongoing projects with cumulative value of 240 crs having ICT Infrastructure of Datacenter &/or Cloud &/or Cyber security) related work in India in at least one work during the last Five (5) years ending on 31.03.2025.	Copies of relevant Work Orders with value and client completion certificate.
5.	Resources or Manpower Strength of	The bidder must have more than 40 nos. of technically qualified manpower resources on it's payroll as on the bid	Certificate from bidder's HR Department for the number of

S.No.	Parameter	Clause	(Mandatory Compliance & Document Submission)
	Bidder.	submission date. Out of which 40% resources shall be certified in IT/ITES technology.	Technically Qualified professionals employed by the company.
6.	Certification	The bidder must have valid ISO 27001:2015 or latest certification on date of bidding.	Valid Copy of the Certification
7.	Financial Net Worth	The Bidder must have positive net worth during the last three financial years (i.e., 2022-23, 2023-24 and 2024-25) and also the net worth of the bidder should not have been eroded by more than 30% (thirty percent) in the last three financial years, ending on 31st March 2025. Note: The net worth of the parent company OR collective net-worth of group companies* shall not be considered.	Certificate with CA's Registration Number and Seal. Audited Balance Sheets for the three consecutive financial years: (2022-23, 2023-24 and 2024-25) where financial turnover is segregated. Every sheet shall be duly certified by a chartered accountant or accounting firm stating Net Worth, Turnover and Profit/Loss for the three financial years.
8.	OEM MAF	The bidder should submit valid letter from all the OEMs confirming the following: o Authorization for bidder to confirm that the products quoted are not "end of life or end of sale products". Undertake that the support including, patches, signatures, hotfixes, firmware update for the quoted products shall be available for next 7 years.	Documentary evidence's such as Manufacturers Authorization Form (MAF) as per enclosed in Annexure-1 of CoR RFP from all OEMs whose products are being quoted. MAF is required for Firewall, Anti-DDoS, WAF, NDR, NIPS, Anti-APT, SSLO Server security, DLP, Virtual WAF, DAM, Virtual IPS, Virtual Firewall and VA. MAF to be arranged in name of RailTel.
9.	Malicious Code Free Certificate	Duly filled signed and stamped Malicious Code Free Certificate shall be submitted by the Bidder and respective OEM(s) for all the supplied components.	Copy of Malicious Code Free Certificate as per 11. Annexure of CoR RFP Format for "Malicious Code Free" Certificate.
10.	Back-to-back support	Bidder shall provide back-to-back Enterprise support from OEM for the contract period	Copy of Undertaking to be submitted by the OEM is attached at 12. Annexure of CoR RFP : (Undertaking to be submitted by the proposed OEM)

S.No.	Parameter	Clause	(Mandatory Compliance & Document Submission)
11.	Make in India (MII) Purchase Preference	MII Purchase Preference	Undertaking from Bidder/Cost Accountant of bidder on compliance of MII order 2017 and its latest amendments issued by DPIIT duly signed by the Authorized Signatory.

5. Bidder's Profile

The bidder shall provide the information in the below table:

S. No.	ITEM	Details
1.	Full name of bidder's firm	
2.	Full address, telephone numbers, fax numbers, and email address of the primary office of the organization / main / head / corporate office	
3.	Name, designation, and full address of the Chief Executive Officer of the bidder's organization as a whole, including contact numbers and Email Address	
4.	Full address, telephone and fax numbers, and email addresses of the office of the organization dealing with this tender	
5.	Name, designation, and full address of the person dealing with the tender to whom all reference shall be made regarding the tender enquiry. His/her telephone, mobile, Fax, and email address	
6.	Bank Details (Bank Branch Name, IFSC Code, Account number)	
7.	GST Registration number	

6. Evaluation Criteria:

- 6.1 The Business Associates are first evaluated on the basis of the Eligibility Criteria as per clause 4 above.
- 6.2 Only those bidders who qualify both the Pre-Qualification Criteria and the OEM's Pre-Qualification Criteria (if applicable) will be called for the technical presentation and demonstration.
- 6.3 The Business Associate with lowest commercial (L1) offer will be selected for exclusive pre-bid arrangement for optimizing technical and commercial solution so that most winnable solution is submitted to end customer.
- 6.4 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 as per RailTel policy for shortlisting partner against this EOI.

6.5 All General requirement mentioned in the Technical Specifications in COR RFP are required to becomplied. The solution proposed should be robust and scalable.

7. Payment Terms

7.1 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 for their scope of work

8 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. All associated clarifications, responses to queries, revisions, addendum and corrigendum, associated Prime Services Agreement (PSA)/ MSA/ SLA also included. Any deduction by Customer from RailTel payments on account of SLA breach which is attributable to Partner will be passed on to the Partner proportionately based on its scope of work.

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

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 letterhead)

Eol Reference No: : **RailTel/EOI/COMKTG/CoR/CS_NDC/2026-27/02 dated 26th May 2026**

To,

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

Dear Sir,

Sub: Self Certificate for Tender, Technical & other compliance

- 1) Having examined the technical specifications mentioned in this EOI & end customer tender, we hereby confirm that we meet all specifications.
- 2) We _____ agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted (except pricing, termination & risk purchase rights of the RailTel). We understand and agree that RailTel shall release the payment to the selected partner after the receipt of corresponding payment from end customer by RailTel. Further we understand that in case selected partner fails to execute assigned portion of work, then the same shall be executed by RailTel through third party or departmentally at the risk and cost of selected partner 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.
- 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 under rule 144 (xi) vide order no: 06/18/2019-PPD dated 23rd July 2020 inserting Rule 144(xi) in GFRs 2017 issued by DoE, MoF.
- 6) We hereby certify that we comply to Preferential Market Access (PMA) order 2017, guidelines notified by DPIIT and DoT with all its clarifications / amendments, if applicable.
- 7) 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.
- 8) We understand and agree that RailTel is intending to select partner 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.

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

Authorized Signatory

Name & Designation

Annexure 3: Undertaking for not Being Blacklisted/Debarred.

<On Company Letter Head>

To,

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

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

EOI Ref. No.: : **RailTel/EOI/COMKTG/CoR/CS_NDC/2026-27/02 dated 26th May 2026**

We, _____, having its registered office at _____

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.

(On non-judicial stamp paper of the value of Rs. 100/-.)

NON-DISCLOSURE AGREEMENT

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

By and between

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

And

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

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

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

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

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

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

1. Permitted Use.

(a) Receiving Party shall:

- (i) hold all Information received from Disclosing Party in confidence;
- (ii) use such Information for the purpose of evaluating the possibility of entering into a commercial arrangement between the Parties concerning such Information; and
- (iii) restrict disclosure of such Information to those of Receiving Party's officers, directors, employees, affiliates, advisors, agents and consultants (collectively, the “**Representatives**”) who the Receiving Party, in its reasonable discretion, deems need to know such Information, and are

bound by the terms and conditions of (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement.

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

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

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

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

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

(c) Both parties further agree to exercise the same degree of care that it exercises to protect its own Confidential Information of a like nature from 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:

By_____

Name:

Title:

Witnesses

Annexure-6: EMD (as BG) Format

EMD BANK GUARANTEE FORMAT

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

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

_____ [name of country] having our registered office at

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

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

THE CONDITIONS of this obligation are:

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

or

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

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

or

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

or

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

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

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

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

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

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

Annexure-8: Price Bid Format (BOQ) (Financial Bid) with password-protected PDF/ Excel File.

(Refer end Customer RFP Price Sheet.)