

RailTel Corporation of India Ltd

(A Navratna CPSE under Ministry of Railways)



Notice Inviting Expression of Interest (EoI)

EoI No. : RailTel/EoI/CO/BD/2026/04/ICT-BD/01

Dated 13th April 2026

Open Tender for

Hiring of Manpower Agency on Short Term Basis for Providing Manpower Services for ICT Project of Business Development Vertical of RailTel

Issued by:

RailTel Corporation of India Ltd

(A Navratna PSU under Ministry of Railways)

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Contact Details for this EOI:

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Disclaimer

RailTel Corporation of India Ltd. (herein after called the RailTel) has prepared this Tender 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/or, do site visits that it may require in order to submit the bid. 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/Tender 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 Tender further with any party submitting a bid. No reimbursement of cost of any type will be paid to persons or entities submitting the bid.

SCHEDULE OF EVENTS

1	EoI Document Availability	EoI document can be downloaded from RailTel's website www.railtel.in and RailTel's eNivida Portal www.railtel.enivida.com from 13-Apr-2026 onwards till last date of submission of the tender.
2	Last date of submission of bid	18-Apr-2026 (1300 Hrs)
3	Opening of bids	18-Apr-2026 (1400 Hrs)
4	Period of Contract	Initially Six (06) Months, extendable to further upto Three (03) Months, on same terms and conditions.
5	Cost of the Tender Document	₹ NIL
6	Earnest Money Deposit (EMD) to be submitted along with bid	₹ 1,50,700/- (Rs. One Lakhs Fifty Thousand Seven Hundred Only) to be made in favour of RailTel Corporation of India Ltd. through NEFT / RTGS, as per below details : RailTel Bank Name : Union Bank of India Account No.: 340601010050446 IFSC Code: UBIN0534064 RailTel PAN : AABCR7176C
7	Mode of Submission of Bid	Through RailTel's eNivida Portal www.railtel.enivida.com All interested partners please note that this is a 'Two Packet Bidding (Stage 01 is Technical Bid Evaluation and Stage 02 is Commercial Bid Evaluation)', accordingly bid having any reference to commercial bid in the technical bid, will be summarily rejected without giving any prior notice to the bidder'. Bid response submitted through any other mode will not be accepted.

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

SECTION-01 : INTRODUCTION

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 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. Objective of Tender

RailTel intends to select manpower agency to provide manpower services required by RailTel for one of the ICT projects undertaken, as per the Schedule of Requirement (SOR) mentioned in this tender document.

SECTION-02 : SCHEDULE OF REQUIREMENT (SOR)

SN	SOR	Quantity
1	SOR-1	9
2	SOR-2	3
3	SOR-3	15

SN	SOR	Work Experience Requirement (in Months)	Educational Qualifications	Role and Responsibilities
1	SOR-1	60+	Diploma (3 Yr.) / B.E. / B. Tech / B.Sc (Engg.) / MCA / M.Sc. in Computer Science / Electronics / Telecom / Electrical / Information Technology or equivalent ; MBA or equivalent (For case of Project Management Profile) ; Any Graduate in case candidate having relevant Work Experience of 60+ Months	<u>System Administrator</u> - Monitoring of various parameters (Utilization Levels, Schedule Expirations, Replication, Sync, DC-DR Network and Operations, OS DB Application & Other involved software versions, Security Tickets etc.) related to Application Instances including common infrastructure for Application Instances through Dashboard. - Management of Instance from software package deployment to Application Go-Live w.r.t. DC/DR.
2	SOR-2	36+	Diploma (3 Yr.) / B.E. / B. Tech / B.Sc (Engg.) / MCA / M.Sc. in Computer Science / Electronics / Telecom / Electrical / Information Technology or equivalent ; MBA or equivalent (For case of Project Management Profile) ; Any Graduate in case candidate having relevant Work Experience of 36+ Months	- Post Go-Live, Routine O&M of various components i.e. Operating System, SQL DB, NoSQL DB, Application Modules. - To co-ordinate with Application Developer Team & RailTel's Network / Infra / Security team for the successful Go-Live and post Go-Live O&M operations. - To co-ordinate with pertinent Security teams for the cases raised by NIC-CERT, CERT-In, RailTel SOC Team or Appropriate Agency in reference to the operations.
3	SOR-3	0 / 0+	Diploma (3 Yr.) / B.E. / B. Tech / B.Sc (Engg.) / MCA / M.Sc. in Computer Science / Electronics / Telecom / Electrical / Information Technology or equivalent ; MBA or equivalent (For case of Project Management	- Ticket Monitoring, Tracking and Resolution for L-1 issues related to overall Application Operations. - Technical Documentation for Operational Processes - Checklist based routine work, post Go-Live

			Profile) ; Any Graduate in case candidate having relevant Work Experience of 18+ Months	9. Plan, Prepare and Execute for Preventive and Pro-active Maintenance Schedules through Monitoring Tools / Planners 10. Working towards minimization of operational load due to frequently occurring issues. <u>Project Management</u> 1. To Work with RailTel's Regions / DC for the on-boarded Customer cases, from kick-off meeting to Go-Live, including submitting of required information for infra provisioning to DC, guidance for template filling, prerequisites, Training, Best Practices and further support post Go-Live. 2. Contact Team for the Application Instances, from On-boarding to post Go-Live. 3. Interface team between DC teams and Regions / Application Developer Team / End User Organization and monitoring of Tickets Status. 4. Reconciliation of Infra as per Work Orders. IPs assigning and maintaining of same through Portal / Tools / MIS. 5. Co-ordination for fresh & renewal Work Orders for services and associated payments. 6. MIS of the Project w.r.t. Leads (Pipeline / Converted) and respective revenue projections and infra requirement projections. 7. Co-ordination for raising of Tax Invoice and further submission towards funds Received / To be Received and maintaining of MIS for the same. 8. Responsible for capacity creation by imparting Application Know-How training to concerned team persons. 9. Creation and Maintaining of Training System at Delhi/NCR, in case of requirement of providing physical training, for organizations inquiring for the same.
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				10. To get acquainted with Cloud Offerings and associated Ecosystem of RailTel to pitch prospective customers towards Business Development of RailCloud 11. Formulation of Fortnight Work Plans, for optimizing time taken for Go-Live.
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Notes for SOR :

- a. In addition to the quantity mentioned at SOR-1 and SOR-2, selected agency needs to provide minimum 02 more resources in either of the SOR at no additional cost to RailTel. In addition to the quantity mentioned at SOR-3, selected agency needs to provide minimum 03 more resources at no additional cost to RailTel. The so provided additional resources (pooled resources) will be considered towards attendance calculation for the month; however, while making payment, quantity mentioned for respective SOR mentioned above, will be observed.
- b. Period of Work Experience will be considered post Education Qualification. The educational qualifications mentioned should be obtained from a recognized University/ Deemed University/ Autonomous Institutes incorporated by an Act of Parliament or State Legislature in India or UGC Act or from institution recognized/ approved by AICTE or any other accrediting organizations under the Government of India.
- c. **Variation** : RailTel reserves the right to increase or decrease the order quantity by a quantum not exceeding 25% of the SOR Quantities, on the same terms and conditions during the currency of the contract.
- d. Above mentioned Roles and Responsibilities are Indicative and resources need to undertake any other duties / tasks assigned by their respective reporting person at RailTel.
- e. A resource meeting experience and educational qualification for a SOR may be placed by RailTel at any other SOR having lower experience qualification requirement, as per its discretion.
- f. **Delivery of SOR** : The selected Agency should forward profile of resources matching to SOR (Work Experience and Educational Qualification) within 5 days of issuance of Letter of Acceptance (LoA) / Purchase Order (PO), ready for early joining. For Additional / Pooled resources, matching profiles should be shared within 10 days of issuance of LoA / PO, ready for early joining.

SECTION-03 : INFORMATION to BIDDER for SOR

1. Submission of bid by Bidder, will imply that Bidder is quoting for all SOR items (SOR-1 to SOR-3).
2. The manpower inquired in above mentioned SOR, are inquired for RailTel's Operations at Delhi-NCR site locations.
3. All SOR Items should be quoted as per Scope of Work mentioned in this tender document.
4. All resources provided to RailTel under this tender document should be on-roll of the Agency.
5. It shall be Agency's responsibility to settle the dues of a resource within the permissible time as stated in applicable Labor Laws / Labor Codes / Guidelines / References and RailTel will not bear any claim from the resource in this regard (even after resource has left the organization), and even if any such claim arises, Agency will keep RailTel indemnified from such claims.
6. Agency must transact the salary of the deployed resources in their account, on or before 7th day of the following month or as per time stipulated by pertinent labor law / labor code, whichever is earlier.
7. The Agency shall be responsible for fulfilling all the statutory obligations towards EPF, ESI, Minimum Wages etc. as per the applicable and ever evolving Laws / Codes / Acts / Guidelines etc issued by relevant agency of Government of India / State Government(s).
8. The Agency should be responsible for maintaining documents viz. for Resources' Qualification, Work Experience Substantiation through suitable means (Experience Letter, Salary Slips, Joining Letter, Reliving Letter etc.), Police Verification Report, Offer Letter, Acceptance of Offer Letter, Joining Letter, Photo ID Proof, Address ID Proof, Contact Details of at least 2 Relatives of Resource (for Emergency Contact Purposes), Aadhar Card, Notice Period Communication, Relieving Letter, Experience Certificate etc.
9. **Substantiating Documents for Resources** : Agency before sharing the relevant profiles against the requirement, may take first round of initial screening in reference to the meeting of Educational Qualification, Relevant Work Experience (as applicable) for the profile candidate has applied, and accordingly the substantiating documents. Work Experience can be substantiated by Work Experience Certificate / Relieving Certificate issued by the past Employer(s). Work Experience for the current Employer can be substantiated by Appointment Letter accompanied with 1st Salary Slip and Last Salary Slip and associated bank statement. For the cases, where interested candidates are currently working in RailTel and applying for the positions against this tender, Certificate from the concerned RailTel's Employee can be considered towards Work Experience for the period of work with RailTel. RailTel shall take further round of interview and revert with the selection to the Agency. Negotiation of Salary for resources lies with the Agency.
10. **Background Verification** : Agency before forwarding the relevant profiles, should check for background verification and accordingly, at the time of interview candidate should possess valid Police Clearance

Certificate / Character Certificate issued by the pertinent State Authority. In case such document is not in place at the time of interview, Agency should submit proof of applying of the same for the candidate and if the selected candidate joins RailTel, Police Clearance Certificate / Character Certificate should be submitted within 02 Months of joining date and in case of non-compliance, RailTel reserve the right to terminate the association of candidate with RailTel without giving any prior notice to Agency / Candidate. Further, RailTel as per the instructions received by Government Authorities, may ask Agency / On-boarded Resources to reapply for Police Clearance Certificate / Character Certificate post the expiry of earlier one.

11. **Provision of Laptop** : Agency shall provide laptops to all on-boarded manpower, to perform their official duties. The provided laptop should have OEM Supported Windows Operating System (Home) with valid license and same should be maintained by the Agency during the whole contract period with RailTel, and in case of upgradation of OEM Supported Windows Operating System (Home) is required during contract period, same should be carried out by Agency and no additional charges will be paid by RailTel to the Agency towards the mentioned upgradation. The provided laptops will be treated as property of Agency, however RailTel can do security hardening of the laptop before being used by the deployed manpower in RailTel network, as per RailTel's policy and all Admin Account rights of provided laptop should be shared with RailTel to effectuate the security policy. Post expiry of contract period or in case of taking back of laptop towards replacement by another one, RailTel will share Admin Account credentials of the provided laptops to the Agency. Upkeep and AMC, Insurance against theft, damage etc. of the provided laptop shall be the responsibility of the Agency. This is in view that deployed manpower duties should not be affected due to non-availability of a working laptop. In case of any issue raised by deployed manpower for working of laptop and is addressable / repairable, same would be taken care by Agency through onsite visit. In case the raised issue is non-addressable / non-repairable and hampering the official work, the laptop is to be replaced with working one, by the Agency and no additional charges will be paid by RailTel to the Agency in this regard.
12. **Minimum Configuration of the Laptop** : Quad Core Processor, Intel 11th Generation Processor or equivalent for AMD Ryzen or equivalent performance series in Intel / AMD, Intel/AMD UHD Graphics, x-64 based processor, 64-bit Operating System, Windows Home Operating System (Windows 11 or higher OEM supported version), 08 GB DDR4 RAM expandable to 32 GB DDR4 RAM, 02 nos DDR4 Slot, 256 GB SSD, Built-in Speaker and Microphone, 01 nos USB 3.0 Port, 01 nos HDMI Port, Universal Audio Combo 3.5mm Jack (for using Headphone + Microphone), Built-in HD 720 Camera, 14" Screen Size or Higher, Bluetooth 5.0, WiFi-6, Built-in Touchpad, Chargeable Battery, AC Adapter. Agency at its discretion can provide laptop of higher / better / additional configuration also. Further, in case laptop provided to the resource is found non-compatible with RailTel's security process requirements, then agency needs to replace the laptop with the compatible make and model and adhering to above specifications.
13. **Notice Period** : Agency shall sensitize the deployed resources for strict observance of a notice period of 02 Months and no relaxation will be provided in this regard. Accordingly, a resource through agency,

needs to provide a notice period of at least 02 months to RailTel, in case a resource intends to exit for reasons whatsoever. In case duration of notice period is not honored by a resource, the resource will be marked as 'Defaulter' and RailTel / Agency can forward this communication to subsequent employers of such resource or may take any other action as deemed fit. The notice period condition can be relaxed by RailTel at its discretion, for the resources who intends to exit to join on-roll position in an organization under Government of India / State Government in India or equivalent, on production of 'Offer Letter' issued by pertinent entity.

14. **Shift Roster** : The resource(s) can be deployed in any of the shift viz., Morning, Noon, Evening, Night, General Shift etc., at discretion of RailTel. The timings of the shift will be intimated prior to the resources and the duration of the shift will be of 8.5 hours, which includes break of 30 minutes. RailTel may change the scheduled shift of a resource with prior discussion with the respective resource. Resource deployed at customer site will follow the office timing as per the communication from customer.
15. **Work Days** : A resource must attend office for 6 days in a week and there will be "Weekly Off" after every 6 Days of work. "Weekly Off" for different resources may fall on different days of the week, as per the Shift Roster, and accordingly there cannot be a defined day for "Weekly Off" for a particular resource. Resource deployed at customer site will follow the work days as per the communication from customer. In addition to this, a resource can be given two or more 'Additional Off Day' in a calendar month as per discretion of RailTel through mentioning / updating in shift roster.
16. **Holiday and Compensatory Off (C-Off)** : In view of Shift Roster, shift of some resources may fall on day which is observed as "Gazetted Holiday" at RailTel Corporate Office. RailTel at its discretion, may keep shift arrangement for resources on "Gazetted Holiday". In such scenario, a Resource will be eligible for 1 day Compensatory Off (C-Off) and such C-Off is to be utilized by the resource within 21 days of attending office on "Gazetted Holiday" and C-Off will get automatically lapsed if not taken within 21 days of attending office on "Gazetted Holiday". For the case of Night Shift, if the Night Shift of resource starts on the day of "Gazetted Holiday", then the resource will be eligible for C-Off. Night Shift ending on "Gazetted Holiday" will not be considered for C-Off. Further, in case a "Gazetted Holiday" falls on the day of "Weekly Off" of a resource, then C-Off will not be applicable in this scenario. "Gazetted Holiday" calendar of RailTel will be made available to resources prior. Resources deployed at customer site will follow the holiday calendar as per the communication from customer.
17. **Work From Home (WFH)** : RailTel at its discretion may allow a resource to "Work From Home (WFH)" by documenting in Shift Roster. For the cases of WFH, it will be the responsibility of the pertinent resource to make himself / herself available over Network Calls / Web Meetings / Email. Resources deployed at customer site will follow the WFH guidelines (if applicable) as per the communication from customer. WFH will be given at discretion of RailTel subject receipt of such request from a resource.

18. **Leaves** : The Agency can frame leave policy with the resource as per its discretion and in compliance with application Labour Laws / Codes / Guidelines etc.
19. **General Conditions for Grant of Request of 'Absence from Work' to a Resource by RailTel** :
'Absence from Work' cannot be claimed as a matter of right and RailTel can such request of a resource without assigning any reason, accordingly a resource should take formal approval from person appointed at RailTel from proceeding for absence from work. It will be the responsibility of the resource to get the request formally approved. UNAUTHORISED ABSENCE : Unauthorized absence from duty will render a resource liable to disciplinary action.
20. **Cooling Period for Exited Resources** : The resource who exited RailTel by way of resignation, termination, completion of contract with the Agency or for reasons whatsoever, should not be hired by the Agency directly (on-roll) or indirectly (third party roll, etc.), for a period of Six (06) months from the last day of resource's at RailTel.

SECTION-04 : Minimum Eligibility Criteria for Bidders

Interested bidders may see for meeting of below mentioned minimum eligibility criteria while submitting bid response :

SN	Criteria	Eligibility Criteria Requirements	Supporting Document Required
1.	Legal Entity	The bidder should be a Company registered in India under the Companies Act (India) with their registered office in India and should have been operating for at least last three years.	Copy of Certificate of Incorporation / Registration
2.	Business Partner / Business Associate of RailTel	The bidder should be an empanelled business partner / business associate of RailTel, as on last date of bid submission	Copy of Empanelment Letter issued by RailTel
3.	PAN and GSTIN	The bidder must have a valid PAN and registration number for GSTIN	Copy of PAN Card and GSTIN
4.	Net Worth	Bidder should have positive net worth for the Financial Year ending on 31-Mar-2025.	Certificate from a registered CA / Statutory Auditor bearing UDIN and mentioning Net Worth figures supported with Audited Balance Sheet
5.	Financial Capability	The bidder should have minimum cumulative turnover of Rs. 2.26 Crores from last three financial years i.e. FY 2022-23, FY 2023-24 & FY 2024-25.	Certificate from a registered CA / Statutory Auditor bearing UDIN and mentioning Turnover Figures supported with Audited Balance Sheet
6.	Technical Capability (Work Experience)	The bidder must have successfully completed any of the following during last 07 (Seven) years, ending last day of month previous to the one in which tender is invited: Three similar works, each costing not less than Rs 45.20 Lakhs OR Two similar works, each costing not less than Rs 60.26 Lakhs OR One similar work, costing not less than Rs 90.39 Lakhs	Copy of Work Order mentioning the Scope of Work and Value of Work, and Completion Certificate issued by the User Organization is required to be submitted. In case of ongoing contract, Satisfactory Services Certificate and Certificate for value of services delivered (must be not less than value mentioned eligibility requirement) issued by the User Organization is required to be submitted. Bidder needs to provide Organization Name and Contact

SN	Criteria	Eligibility Criteria Requirements	Supporting Document Required
		# Similar Work : Providing Manpower Services in area of Windows / Linux Server Management (System Administrator), Network Management, Database Management, Security Operation Management, ICT Project Management to an Organization in India. Note: Multiple orders under single contract/ agreement will be considered as single work/ order. Mentioned value is Inclusive of Applicable Taxes.	Person Details for the Work Order and Service Certificate submitted in support of meeting eligibility criteria.
7.	Compliance to Rule 144(xi) in GFR	The bidder should comply to insertion of Rule 144(xi) in the GFR, 2017 vide office OM no. 6/18/2019-PPD dated 23-July-2020 issued by Ministry of Finance, Government of India, including revisions.	Self-Declaration by the Bidder's Authorized Signatory on Company's letter head as per the mentioned format.
8.	No Black Listing	The bidder should not be blacklisted by any Government Organization in India, as on last date of bid submission of the tender.	Self-Declaration by the Bidder's Authorized Signatory on Company's letter head as per the mentioned format.
9.	No Arbitration Case(s) with RailTel	The bidder should not have any past or ongoing arbitration case(s), as on last date of bid submission of the tender.	Self-Declaration by the Bidder's Authorized Signatory on Company's letter head as per the mentioned format.
10.	Resources	The bidder must have minimum 80 employees having B.E. / B. Tech / MCA / MBA, on its direct payroll, as on last date of bid submission of the tender.	Certificate signed by the Authorized signatory of the company, with details of employees viz., Name, Qualification, PF Number / UAN

Note : Authorised Signatory should have Power of Attorney (PoA) supported with Board Resolution, and copy of PoA should be submitted along with the bid document.

SECTION-05 : Financial Bid Format & Selection Criteria

Financial Bid (also called as 'Commercial Bid') of only those bidders, whose 'Technical Bid' i.e. Earnest Money Deposit, Fulfillment of 'Minimum Eligibility Criteria' and Other Compliance Requirement mentioned in this tender document are found in place.

Below is the format of Financial Bid (also called as 'Commercial Bid') for reference of bidders. :

SN	SoR	Quantity	Estimate Per Month Per Quantity (in Rs.) [A]	Quoted % below Estimated Value [B]*	Resultant Figure after applying Quoted % Value (in Rs.) [C = A – (A*B)]
1	SoR-1	9	1,25,780	----- %	
2	SoR-2	3	91,839		
3	SoR-3	15	48,017		

*In Words = _____

Signature of Authorised Signatory

Name
Designation
Date

Notes :

1. Bidder quoting highest value for '[B]' will be considered as 'L-1 Bidder / Lowest Bidder / Successful Bidder / Agency'. In case two or more bidders quotes same value of 'B' and the quoted value is lowest among all bidders, then the bidder having highest 'Net Worth' for the financial year ending on 31-Mar-2025, will be adjudged as 'L-1 Bidder / Lowest Bidder / Successful Bidder / Agency'.
2. In case of calculation error, the "Value of [B]" will be considered for calculation purposes. The percentage should be mentioned in words also, the value mentioned in words will be the final in case of any misprint. The Value of [B] can be mentioned upto two decimal places.
3. All mentioned figures above are exclusive of GST. GST shall be payable extra, as applicable.
4. The commercial bid should be neatly typed and any cutting, overwriting or manual entry may lead to rejection of bid.
5. Each and every page of this commercial bid should be duly signed and stamped by Authorized Signatory of the bidder.

SECTION-06 : Other Information to the Bidder

1. **Validity of Bid :** The bid should remain valid for a minimum period of 90 days from the last date of submission of the tender. In case a bidder withdraws its bid post last date of submission and within the bid validity period, then EMD of the bidder will be forfeited. Further, RailTel may ask the bidders to increase the validity of bid on same terms and conditions and bidders who wishes to not extend the bid validity, will be allowed to withdraw their offer and their bid will not be considered for further evaluation and their EMD will be returned.
2. **RailTel's Right to Accept / Reject Bids :** RailTel reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for RailTel's action.
3. **Period of Agreement :** RailTel will enter into an agreement with the Successful Bidder / Agency for a period of Six (06) months that can be further extended to upto Three (03) more months, on same terms and conditions at discretion of RailTel. The decision for granting extension or short closure of the agreement shall be the sole discretion of RailTel Corporation which shall be final and binding to the Agency. The date of onboarding of 1st resource under this tender document, will be formally recorded towards calculation of period of agreement, e.g. if 1st resource is on-boarded on 01-Oct-2026, then the initial period of the agreement will be upto 31-Mar-2027.
4. **Bidding 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 bid documents shall be signed in ink by the authorised signatory of the bidder. Submission of the bid will imply that bidder has studied the tender document including corrigendum (if any). Signed copy of tender document and corrigendum (if any) is not required with bid submission, being submission is through electronic mode and submission of the bid will imply that bidder has studied and agreed to all terms and conditions mentioned in the tender document including corrigendum (if any).
5. **Bid Currency :** The prices in the bid document shall be expressed in Indian Rupees only.
6. **Bidding Process (Two Packet System) :** The bidding process will consist of two packet system. The detailed technical proposal i.e. the 'Technical Bid' and the 'Financial Bid' shall be submitted separately "online" using the e-portal <https://railtel.enivida.com>. For detailed instructions, please refer to RailTel e-NIVIDA portal. Reference of 'Financial Bid' in the 'Technical Bid' will make the bid liable for rejection.
7. **Bid Earnest Money Deposit (EMD) :** Bids accompanied without details of RTGS / NEFT transaction to RailTel account towards 'EMD' will be not be considered for evaluation. Details of RailTel's Bank account

for RTGS / NEFT and the amount of EMD is, as mentioned in this tender document. It will be the bidder responsibility to ensure that amount is transacted into RailTel's account and RailTel will bear no responsibility on account of any transaction failure, due to reasons whatsoever.

- a. The EMD may be forfeited if a bidder withdraws or amends its bid or impairs or derogates from the tender in any respect within the period of validity of the tender or in the case of a successful bidder, if the bidder fails to accept the Purchase order/LOA or fails to furnish Performance Bank Guarantee (PBG) in accordance with tender clause.
- b. EMD of unsuccessful bidder will be returned as promptly as possible but not later than 30 days after the expiry of the period of offer / bid validity mentioned in this tender document.
- c. The successful bidder's EMD will be refunded upon the bidder's acceptance of the purchase order/LOA satisfactorily and furnishing the performance bank guarantee in accordance with tender clause.
- d. EMD will bear no interest.

8. **Bill Passing and Paying Authority** : Bill Passing Authority will be 'Group General Manager (GGM) / Business Development (BD) / Corporate Office (CO) / New Delhi'. Bills should be submitted to the GGM/BD/CO or to the authority, in a manner as communicated by RailTel from time to time, for payment processing.

9. **Payment Terms** : The payment shall be made on monthly basis against invoice submitted by the contractor on completion of each month for the service provided along with required documents. The agency should submit break- up of all taxes along with the basic cost in the invoice. TDS will be deducted as per prevailing rates. Payment will be done after submission of the following documents:

- a. Tax Invoice as per GST requirements
- b. Attendance duly signed by RailTel Executive
- c. EPF Challans / ESI Challans, for resources under consideration for the pertinent month.
- d. In addition to the above, Performance Security of the Agency pertinent to this EoI or any other Performance Security submitted by Agency to RailTel for other cases, should be valid at the time of procession payment by RailTel to the Agency.

10. **Performance Security** : The successful bidder shall submit Performance Security amounting to 5% of total value of Letter of Acceptance (LoA) / Purchase Order (PO) in the form of Bank Guarantee. Performance Security should be valid for minimum six months beyond the contract period and claim period should be after 12 months after the validity expiry date.

11. **Signing of Contract Agreement** : On completion of the selection process, RailTel will enter into a contract agreement (format is mentioned in this tender document as Annexure) with the successful

bidder. The contract entered with RailTel would be operated by RailTel. The Contract Agreement shall be entered by RailTel only after submission of valid Performance Security by the successful bidder. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. In such cases the RailTel may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the RailTel shall be entitled to forfeit the full amount of the Earnest Money Deposit and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work. The following documents would form part of the agreement between RailTel and the successful bidder :

- a. This tender document and all issued addendum / corrigendum (if any).
- b. The bidder's proposal in response to this tender and clarifications made in course of evaluation, including all Appendixes and supporting documents.
- c. Copy of Signed LoA along with the details of Performance Security.

12. Other Terms and Conditions :

- a. Any changes in the terms of the document can only be made in writing and by mutual agreement. This contract, its meaning and interpretation, and the relation between RailTel and the Agency, shall be governed by the Laws of India for the time being in force, having exclusive jurisdiction of courts at Delhi.
- b. Any notice, request, or consent made pursuant to the contract shall be in writing.
- c. The services shall be performed at such locations as specified by RailTel from time to time.
- d. Unless otherwise specified, the Bidder and their deployed personnel shall pay such taxes, duties, fees etc. as may be levied under Central/State Law and same will not be reimbursed by RailTel.
- e. RailTel reserves the right to modify, expand, restrict, scrap and refloat the tender without assigning any reasons.

13. Termination of the Contract : RailTel reserves the right to suspend any of the services and/or terminate the contract in one or more of the following circumstances by giving One (01) month notice in writing :

- a. Termination Process : Upon occurrence of an event of default as set in clauses of this tender document, RailTel will deliver a default notice in writing to the Agency, which shall specify the event of default and the Agency an opportunity to correct the default. At the expiry of the notice period, unless the Agency remedied the default, RailTel may terminate the contract prematurely.
- b. Termination for Insolvency, Dissolution etc : RailTel may at any time terminate the contract by giving written notice to the Agency, without compensation (including forfeiture of EMD, Performance Security, PBG), if the Agency becomes bankrupt or otherwise insolvent or in case of

dissolution of firm or winding up of company, provided that such termination will not prejudice or effect any right of action or remedy which has accrued thereafter to RailTel.

- c. Termination for Default : RailTel may without prejudice to any other remedy for breach of contract (including forfeiture of EMD, Performance Security) by written notice of default sent to the Agency, terminate the contract in whole or in part after sending notice to the Agency, in this regard :
 - i. If the Agency fails to accept the LoA / Work Order(s).
 - ii. If the Agency fails to deliver services within the time period specified in the LoA / Work Order(s) / Communications from RailTel or during any extension thereof granted by RailTel.
 - iii. If the Agency fails to meet terms and conditions of the contract including but not limited to applicable Labour Laws / Labour Codes during the validity of the contract.
 - iv. If the Agency has emerged successful bidder through submission of documents containing false or incomplete or suppressed information.
- d. Termination for Convenience : RailTel may by written notice, sent to the Agency, terminate the contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for RailTel's convenience. In this scenario, RailTel will give notice period of minimum 15 days and encashment of EMD / Performance Security / PBG, will not be applicable, subject to that the Agency has fulfilled the contractual obligations during the notice period.
- e. Payments for all satisfactorily completed services till the time of termination shall be made to the agency in the event of termination.

14. **Arbitration** : In the event of any dispute arising between the parties i.e. RailTel and the Agency, the Parties agree to use their best efforts to attempt to resolve all disputes in prompt, equitable and good faith. In the event of Parties are unable to do so, then such dispute shall be finally resolved by arbitration. The arbitration shall be conducted in English language and the venue of the arbitration shall be New Delhi. The arbitration shall be as per Arbitration and Conciliation Act. Courts at Delhi shall have exclusive jurisdiction for the disputes arising out between the parties.

15. **Dispute Resolution** :

- a. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning , scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be New Delhi.

- b. All arbitration proceedings shall be conducted in English. Recourse against any Arbitral award so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.
- c. The Arbitral Tribunal shall consist of the three Arbitrators to be appointed by mutual agreement of the parties.
- d. The Arbitral Tribunal shall consist of the sole Arbitrator if the value of claim is up to Rs. 10 lakhs. The arbitrator will be nominated by the Chairman & Managing Director of RailTel Corporation of India Limited. If the value of claim or amount under dispute is more than Rs. 10 lakhs, the matter shall be referred to the adjudication of arbitral council. Chairman & Managing Director/ RailTel shall furnish a panel of three names to the contractor, out of which contractor will recommend one name to be his nominee and then Chairman & Managing Director /RailTel shall appoint out of the panel one name as RailTel's nominee and these two arbitrators with mutual consent appoint a third arbitrator who shall act as deciding arbitrator. The award of the Sole arbitrator or the Arbitral council, as the case may be, shall be final and binding on both the parties, i.e. Agency and RailTel.
- e. Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided herein, the parties shall nevertheless pending the resolution of the controversy or disagreement continue to fulfil their obligation under this Agreement so far as they are reasonably able to do so.

16. **Force Majeure :** Both the parties agree that neither party shall be liable for each other for delay or non-performance of respective obligations in the event beyond control of each party, which can be termed as Force Majeure. The decision of RailTel authority shall be binding in this regard. Further :

- a. For the purposes of this Contract, "Force majeure" means any unforeseen event directly interfering with the services during the currency of the contract such as war, insurrection, restraint imposed by the government, act of legislature or other authority, explosion, accident, strike, riot, lockout, act of public enemy, act of God, sabotage which is beyond the reasonable control of a party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- b. The obligations of RailTel and the Agency shall remain suspended if and to the extent that they are unable to carry out such obligations owing to force majeure or reasons beyond their control.
- c. The failure of a party (RailTel or the Agency) to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event: -

- i. Has Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
 - ii. Has informed the other party as soon as possible about the occurrence of such an event and such impossibility subsists for not less than 60 days.
- d. Any period within which a party shall, pursuant to this contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- e. The bidder is entitled to the payments for the portion of the work already completed before the happening of any event constituting Force Majeure culminating in termination of contract. Decision of RailTel in this regard will be final.

17. Address of Communication : All communications pertaining to this tender shall be addressed to :

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

18. Limitation of Liability :

- a. Except conditions enumerate in Indemnity Clause, the damage caused by the agency to RailTel, the agency shall be liable to RailTel for damage and loss to the maximum extent of the total contract value. However, the total value of damages, during the period of contract that can be levied on the agency shall not exceed the total contract value of the work entrusted to them.
- b. Agency shall be liable for all acts of omission and commission by its resources deployed under the contract and RailTel stands insulated against aggrieved third-party complaints against any civil or criminal actions of the agency or its employees.

19. Indemnity :

- a. The agency shall indemnify RailTel against any liability incurred by RailTel on account of any default by the Agency or Manpower deployed by it.
- b. The agency shall indemnify and defend RailTel against all third-party claims of infringement of patent, intellectual property rights, trademark / copyright or industrial design rights arising from the use of the supplied software / hardware, documents, other artefacts, deployed resources and related services or any part thereof.

- c. RailTel stand indemnified from any employment claims that the deployed manpower under this tender, may opt to have towards the discharge of their duties in the fulfillments of the contractual obligations.
- d. RailTel stands indemnified from any compensation arising out of accidental loss of life or injury sustained by agency's manpower while discharging their duty towards fulfillment of the contractual obligations, caused by the negligence or willful misconduct of the Agency or its representative or the deployed manpower by the Agency.

20. **Intellectual Property Rights :** The Agency shall agree that all the work output consequent to the work done by deployed resources or through software / hardware provided by the Agency, shall be the sole and exclusive property of RailTel.

21. **Confidentiality :**

- a. The agency [including the representative of the Agency and manpower deployed by the Agency under the contract] (the 'Receiving Party') shall acknowledge and agree to maintain the confidentiality of the confidential information (as hereafter defined) provided by the RailTel (the 'Disclosing Party'). The Receiving Party shall not disclose or disseminate the Disclosing Party's confidential information to any person other than those entities, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under the Contract / Agreement.
- b. The term 'Confidential Information', as used herein, shall mean all business strategies, plans and procedures, proprietary information, software, tools, processes, methodologies, data and trade secrets, and other confidential information and materials of the Disclosing Party, its affiliates, their respective clients or suppliers, or other person or entities with whom they do business, that may be obtained by the Receiving Party from any source or that may be developed for the Disclosing Party as a result of the contract agreement.
- c. The provisions with respect to confidentiality shall not apply to the extent, but only to the extent, that the information or document is : (i) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (ii) subsequently learned from an independent third party free of any restriction and without breach of this provision, (iii) is or becomes publicly available through no wrongful act of the Receiving Party or any third party, (iv) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party, or (v) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange, provided, however, that the Receiving Party shall advise the Disclosing Party of such required disclosure promptly upon learning thereof in order to afford the Disclosing Party a reasonable opportunity to contest, limit and/or assist the Receiving Party in crafting such disclosure.

- d. The obligations under this clause shall survive for three (03) years from termination or expiration of the contract agreement. The agency and their personnel shall not, either during the term or after expiration of the contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of RailTel , without the prior written consent of RailTel.
- e. The Agency shall sign Non-Disclosure Agreement (NDA) with RailTel, as per the format provided by RailTel. The Agency shall also sign NDA with all resources deployed under this tender and the NDA should have reference to this tender document.

22. **Statutory Obligations towards Deployed Manpower :** The Agency shall be responsible for fulfilling all the statutory obligations towards EPF, ESI, Minimum Wages etc. as per the applicable Government laws / codes / guidelines / policies, from time-to-time. RailTel can ask for the compliance papers for the same as and when felt necessary. In case of non-compliance of any mandatory requirements, RailTel may cancel the contract and forfeit the PBG / Performance Security.

23. **Subletting :** The Agency shall not sublet, transfer or assign the contract or any part thereof to other party. In the event of the Bidder contravening this condition, RailTel shall be entitled to terminate the contract and get the work done through other party at the risk & cost of the Agency. In such case the performance security of the selected Bidder, will be forfeited.

Annexure - 01

BID COVER LETTER
(On Organization Letter Head)

Bid Ref No.:

Date:

To,

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

Ref: EOI No. RailTel/EoI/CO/BD/2026/04/ICT-BD/01

Dear Sir,

1. I, the undersigned, on behalf of M/s, having carefully examined the referred tender, offer to participate in the same, in full conformity with the said tender and all the terms and conditions thereof, including corrigendum issued till last date of submission of tender.
2. I agree to abide by this Proposal, consisting of this letter, Technical and Commercial Proposals, for a period of 90 days, from the last date fixed for submission of Proposals as stipulated in the Tender and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency for the aforesaid Service, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals and in case of deviation, I acknowledge that M/s can be banned for dealing business with RailTel, for a period as decided by RailTel.
4. I undertake, if our Bid is accepted, to commence our services as per scope of work as specified in the tender document.
5. Until a formal Purchase Order or Contract is prepared and executed, this Bid and supplement / additional documents submitted (if any), together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Signature of Authorised Signatory

Name

Designation

Annexure – 02

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

Bid Ref No.:

Date:

To,

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

Ref: EOI No. RailTel/EoI/CO/BD/2026/04/ICT-BD/01

Dear Sir,

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

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

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

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

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

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

Signature of Authorised Signatory

Name
Designation

Annexure – 03

Undertaking for Non-Blacklisting & Arbitration Case
(On Organization Letter Head)

Bid Ref No.:

Date:

To,

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

Ref: EOI No. RailTel/EoI/CO/BD/2026/04/ICT-BD/01

Dear Sir,

I, the undersigned, on behalf of M/s , hereby submits that

1. We are not blacklisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body at the time of submission of bid.
2. We are not having any ongoing or past, arbitration case(s) with RailTel at the time of submission of bid.

Signature of Authorised Signatory

Name

Designation

Annexure – 04**Format of Contract Agreement**

This AGREEMENT is made at <Location of RailTel Office> on this day of _____ two thousand and twenty six by and between RailTel Corporation of India Limited (A Govt. of India Undertaking) having its Registered & Regional office at Plat-A, 6th Floor, Office Block-II, East Kidwai Nagar, New Delhi-110023, acting in the premises through RGM/ED or his authorized representative (hereinafter referred to as 'RailTel', which expression should unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the one part;

And M/s _____ (CIN:), having its registered and office at _____, acting in the premises through..... (hereafter referred to as "Contractor", which expression should unless repugnant to the context or meaning thereof include its successor and permitted assigns) of the other part.

Whereas in response to a call for Tender by RailTel for the work of "....." for RailTel Corporation of India Limited as per tender papers at Annexure 'A' read with Corrigendum issued by RailTel hereto, the Contractor has submitted offer letter as per Annexure 'B' hereto.

AND WHEREAS the said Tender of the Contractor has been accepted for the work of "....." for RailTel Corporation of India Limited as per copy of Letter of Acceptance of Tender No. _____ dated _____ complete with enclosures at the accepted rates and agreed deviations from tender papers as per Annexure-C hereto at contract value of Rs. _____ (Rupees _____ Only) duly accepted by the contractor.

Now this agreement witnesses that in consideration of the premises and the payment to be made by the Purchaser (RailTel) to the Contractor provided for herein, the Contractor shall supply all equipment and materials and execute and perform all works for which the said Tender of the Contractor has been accepted strictly according to the various provisions in Annexure 'B' and 'C' hereto and upon such supply, execute and performance to the satisfaction of the purchaser (RailTel) and the purchaser (RailTel) shall pay to the Contractor at the rates accepted as per the said Annexure 'C' and in terms of the provisions therein.

IN WITNESS whereof both the parties have hereunto set and subscribed their respective hands and/or seals on the day and year respectively mentioned against their respective signatures.

Annexure – 05**Format for Performance Security (Bank Guarantee)**

To,

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

1. In consideration of the RailTel Corporation of India Limited, having its registered office at Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 (Herein after called RailTel) having agreed to exempt (Hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Purchase Order No.....dated made between.....and for (hereinafter called "the said Agreement") of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. (Rs only). We (indicate the name of the Bank) hereinafter referred to as "the Bank") at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We, Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs
3. We, bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Tenderer(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Tenderer(s) shall have no claim against us for making such payment.
4. We, Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the We shall be discharged from all liability under this Guarantee thereafter.
5. We, (indicate the name of Bank) further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the

RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s) / Tenderer(s).

(indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.

Dated the day of 2025

for
(indicate the name of the Bank)

Witness

a. Signature
Name

b. Signature
Name

Note: Bank Guarantee should be accompanied with SFMS Report. Details of RailTel in this regard are as below:

BG advising message – IFN 760COV/ IFN 767COV via SFMS
To mandatorily send the Cover message at the time of BG issuance.
IFSC Code of ICICI Bank to be used (**ICIC0000007**).
Mention the unique reference (**RAILTEL6103**) in field 7037

Annexure – 06**Format of Non-Disclosure Agreement (NDA)**

(On non-judicial stamp paper of the value of Rs. 100/- ; To be Signed between RailTel and Selected Agency)

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this "**Agreement**") is made and entered into on this ____ day of ____, 2026 (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 _____

By _____

Name:

Name:

Title:

Title:

Witnesses

Annexure – 07**CHECKLIST OF DOCUMENTS FOR BID**

S. No.	Document
1	Bid Cover Letter (<i>Annexure-01</i>)
2	Details of Payment towards EOI-EMD
3	Compliance to Rule 144 (xi) of GFR, 2017 (<i>Annexure-02</i>)
4	Undertaking for Non-Blacklisting & Arbitration Case (<i>Annexure-03</i>)
5	Eligibility Criteria Documents as mentioned at Section:04 of this EOI
6	Power of Attorney (PoA) in name of Authorised Signatory
7	Bidder's Bank Details (Bank Name, Branch Name, IFSC Code, Account number)
8	Any other supporting document

Note:

1. The technical bid should have a 'Index' at the starting and all pages of bid should be serially numbered and should be traceable as per the 'Index'.
2. All the submitted documents should be duly stamped and signed by the Authorized Signatory at each page.
3. The uploaded bid should be preferably a single PDF document of size not more than 20 MB. However, due to voluminous documentation / to retain readability of the documents, then the bid can be split in multiple PDF documents, and each such split PDF document should be preferably of size not more than 20 MB. Bidders needs to check upload document size limit on railtel.enivida.com portal.
4. The above checklist is indicative only. RailTel may ask for additional documents from the bidders, as per the requirement.