



रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड
(भारत सरकार का एक उपक्रम)

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

SPECIAL LIMITED TENDER DOCUMENT

FOR

“Consultancy Services for SOC 1-Type 1, SOC 2-Type 1 and SOC 3 Compliance for RailTel controls in accordance with AICPA Attestation Standards”

E-निविदा संख्या: RAILTEL/TENDER/SLT/CO/BD/2025-26/SOC/01

SPECIAL LIMITED E-TENDER NO.
RAILTEL/TENDER/SLT/CO/BD/2025-26/SOC/01

(Single Packet System)



RailTel Corporation of India Ltd.

Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar, New Delhi-110023
P:011-22900600, F: 011-2290069

LIMITED TENDER NOTICE

Special Limited E-Tender Notice No.: RAILTEL/TENDER/SLT/CO/BD/2025-26/SOC/01 Dtd. 24.03.2026
RailTel Corporation of India Ltd. (RailTel) invites E-Tenders in One Packet System for “**Consultancy Services for SOC 1-Type 1, SOC 2-Type 1 and SOC 3 Compliance for RailTel controls in accordance with AICPA Attestation Standards**”.

Note: This tender is limited to bidders who have valid empanelment with RailTel.

a)	Opening date of Tender downloading	24.03.2026
b)	Last date for submission of bids	15.04.2026 up to 15:00 Hrs. (Online)
c)	Opening of bids	15.04.2026 at 15:30 Hrs. (Online)
d)	Mode of Submission of bids	“Single stage” tender with online submission of bid documents containing both Technical Bid and Commercial Bid. The bid needs to be submitted via e-Nivida portal only. All bid documents should be signed and stamped by the authorized signatory of the participating bidder showcasing acceptance of all tender terms and conditions. All interested partners may note that this is a ‘Single Packet Bid Submission’. Bid submitted through any other mode will not be accepted.
e)	Earnest Money (EMD)	Rs. 15,000/- is to be made in favor of RailTel Corporation of India Ltd. online through e-Nivida Portal EMD shall be exempted for bidders, who are MSEs or Startups as recognized by DPIIT subject to the conditions specified in para 14 of Chapter 4.

Tender Notice and Tender Document are available on RailTel’s website and can be downloaded from www.railtelindia.com or from the e- portal <https://railtel.enivida.com> (E-NIVIDA). For online bid submission the bidder will have to necessarily download an official online copy of the tender documents from e-Nivida portal. All future Information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on RailTel website and e-Tendering Portal only. Printed copy of Tender document will not be sold from RailTel office.

The bidder shall bear all costs associated with the preparation, submission/participation in the bid. Purchaser in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

Contact Details:

Level 01: Aarushi Sinha / Deputy Manager (BD) / aarushi.sinha@railtelindia.com

Level 02: Alok V. Agnihotri / Group General Manager (BD) / avagnihotri@railtelindia.com

Ph. No.: +91-011- 22900600 **Fax No.:** +91-011-22900699

E-mail ID: co-bd@railtelindia.com

GGM/BD

INDEX

CHAPTER-1: OFFER LETTER	4
CHAPTER-2: SCHEDULE OF REQUIREMENTS.....	5
CHAPTER-3A: SCOPE OF WORK.....	6
CHAPTER-3B: E-TENDERING INSTRUCTIONS TO BIDDERS	8
CHAPTER-4: COMMERCIAL TERMS & CONDITIONS.....	12
CHAPTER-5: BID DATA SHEET (BDS).....	22
CHAPTER-6: FORMS	23
CHAPTER-7: CHECKLIST	40

(This tender document consists of 40 pages)

CHAPTER-1: OFFER LETTER

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

Ref: RailTel/Tender/SLT/CO/_____

Date:_____

1. I/We _____ have read the various conditions detailed in tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this offer open for acceptance for a period of **30 days** from the date of submission and in default thereof. I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to supply various equipment at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work within **30 days** from the date of issue of Purchase Order/LOA. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the supplies according to the Specifications for materials and works laid down by RailTel.
2. A sum of Rs. _____ (____amount in words____) herewith submitted as **“EMD”**. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if,

I/We withdraw or modify the offer within validity period after issue of Purchase Order/LOA.
or

I/We do not commence the work within 15 days after receipt of orders to that effect.

The acceptance of this tender document shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the “Letter of Acceptance” of my/our offer for this work.

SIGNATURE OF CONTRACTOR (S)

Date

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS

1.

2

CHAPTER-2: SCHEDULE OF REQUIREMENTS

S.No.	Description	Cost (in INR)	Tax Value (__%)	Total Cost (incl. tax)
1	SOC 1 (Type 1), SOC 2 (Type 1) and SOC 3			
Total Cost in words				

Note: Unit rate quoted against SOR above should be inclusive of all duties, taxes, insurance and freight etc. as applicable.

CHAPTER-3A: SCOPE OF WORK

1. Project Background:

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

RailTel has approximately 61000 kms of OFC along the protected Railway tracks. The transport network is built on high-capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. The organization provides a wide array of ICT, cloud, telecom, and digital transformation services to government and enterprise clients.

With two MeitY-empaneled Tier III Data Centers in Gurugram and Secunderabad, RailTel plays a pivotal role in enabling secure, scalable, and compliant digital infrastructure for critical government services. Its portfolio includes cloud and hosting services, cybersecurity operations, video conferencing, managed Wi-Fi, and high-speed connectivity solutions across government, defense, education, and judiciary sectors.

As a key infrastructure provider managing critical digital services for the Indian Railways and government customers, RailTel operates vast networks involving sensitive and critical data at its data centres. For building credibility and trust, SOC compliance reports are required as they provide an independent, standardized, and verifiable assurance that a service organization's controls are effective and reliable. This assurance is vital for maintaining trust, ensuring compliance, and supporting sound business decisions in an increasingly interconnected and regulated digital landscape. Hence, it becomes imperative for such reputed organization as RailTel to acquire Service Organization Control (SOC) compliance, by acquiring SOC 1 - Type 1, SOC 2 – Type 1 and SOC 3 compliance reports in accordance with the AICPA Attestation Standards.

2. Scope of Work:

SOC 1 (Type 1), SOC 2 (Type 1) and SOC 3 assessments for Data centre and managed hosting services and general operating environment supporting in-scope services provided to its user entities from in-scope delivery centres.

3. Objective:

The primary objective of this tender document is to select a bidder who shall:

- Examine the design and implementation of controls at **RailTel Corporation of India Limited** as per the respective SOC reporting framework and to issue reports based on the results of their examination.
- Provide consultancy services for SOC 1 – Type 1, SOC 2 – Type 1 and SOC 3 compliance for RailTel controls in accordance with AICPA Attestation Standards.
- Ensure that all including but not limited to the devices, equipment, hardware, accessories, software, licenses, tools, etc. shall also be provisioned according to the requirements (if any) of the work without any additional cost to RailTel.

4. Deliverables

Following are the proposed deliverables and tentative timelines:

S.No.	Phase	Time Period	Deliverable	Payment Milestone
1	SOC-1 (Type-1)	15 days	Compliance Report	100% on publication of SOC-1, SOC-2 and SOC-3 compliance reports
2	SOC-2 (Type-1)	15 days	Compliance Report	
3	SOC-3	15 days	Compliance Report	

Note:

- SN 1/2/3 can be planned as parallel activity by the bidder as feasible.
- Project can be in a hybrid mode (onsite/offsite) with Consultants/Assessor may be required to visit RailTel DC for assessment & data collection as and when required.

CHAPTER-3B: E-TENDERING INSTRUCTIONS TO BIDDERS**1. INSTRUCTIONS FOR ONLINE BID SUBMISSION:**

The following are the instruction for online bid submission as per the term and conditions:

- i. The bidders are required to submit soft copies of their bids electronically on the e-tender Portal, using valid Class 3 Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the e-tender Portal, and submitting their bid online on the e-tendering portal as per uploaded bid. **Prepare their bids in accordance with the requirements and submit their bids online on the e-tender Portal.**
- ii. More information useful for submitting online bids on the e-tender Portal may be obtained at: <https://railtel.enivida.com>.

2. REGISTRATION:

- i. Bidders are required to enroll on the e-Procurement Portal (URL: <https://railtel.enivida.com>) by clicking on the link “Online bidder Registration” on the e-tender Portal by paying requisite Registration fee as mentioned on the e-portal (Approx Rs.2360/-) - Per vendor/per year.
- ii. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- iii. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidder.
- iv. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate **(Only Class III Certificates with signing + encryption key usage)** issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- v. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- vi. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
- vii. The scanned copies of all original documents should be uploaded in pdf format on portal <https://railtel.enivida.com>.
- viii. After completion of registration payment, you need to send your acknowledgement copy on our help desk e-mail id ewizardhelpdesk@gmail.com for activation of your account

3. SEARCHING FOR TENDER DOCUMENTS

- i. There is various search options built in the RailTel Corporation Of India Limited e-tender Portal, to facilitate bidders to search active tenders by several parameters.
- ii. Once the bidders have selected the tenders they are interested, they can pay the processing fee as mentioned on the e-portal (Including GST) (NOT REFUNDABLE) by net-banking / Debit / Credit card. After that, the respective contractor/Vendor may download the required

documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

4. PREPARATION OF BIDS:

- i. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- iii. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with colored option which helps in reducing size of the scanned document.
- iv. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.
- v. These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

5. SUBMISSION OF BIDS:

- i. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to any issues.
- ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by RailTel.
- iii. Bidder has to select the payment option as "Online Payment" to pay the tender fee / EMD as applicable and enter details of the instrument.
- iv. Bidder should submit the EMD online as per the instructions specified in the tender document. In case of non-submission of EMD amount (where applicable) online, the uploaded bid will be summarily rejected.
- v. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

- vi. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- vii. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- viii. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- ix. Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
- x. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

6. ASSISTANCE TO BIDDERS:

- i. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- ii. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the 24x7 Helpdesk Support.

Please feel free to contact RailTel E-Nivida Helpdesk (as given below) for any query related to e-tendering.

- i. Helpdesk landline No: 011-49606060
- ii. Mr. Amrendra (9355030628)
- iii. Mr. Birendra Kumar (09205898228)

RailTel Contact-I (for general Information)

Aarushi Sinha: DM/BD
Telephone: +91 11 22900600

RailTel Contact-II (for general Information)

Alok V. Agnihotri: GGM/BD
Telephone: +91 11 22900600

E-mail ID: co-bd@railtelindia.com

7. BID RELATED INFORMATION FOR THIS TENDER

The entire bid-submission would be online on RailTel E-Nivida Portal.
Broad outline of submissions are as follows:

- i. Submission of Bid Security/ Earnest Money Deposit (EMD)
- ii. Submission of signed copy of Tender Documents/Addenda
- iii. Single Packet
- iv. Online response to Terms & Conditions of Tender.

NOTE: Bidder must ensure that the bid must be successfully submitted online as per instructions of RailTel e-Nivida Portal.

8. ONLINE SUBMISSIONS:

The bidder is required to submit all the relevant documents online only with the following documents.

- a) EMD submission as per details mentioned in tender notice.
- b) Power of attorney to be submitted online in accordance with Clause – 6.25.3, Chapter 6
Original copy is needed to be submitted by the successful bidder before issuance of LOA.

9. SUBMISSION OF ELIGIBILITY CRITERIA RELATED DOCUMENTS

Eligibility criteria related documents as applicable shall also be scanned and submitted “ONLINE”.

NOTE: In case of internet related problem at a bidder’s end, especially during ‘critical events’ such as a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder’s responsibility to have backup internet connections.

In case there is a problem at the e-procurement/ e-auction service provider’s end (in the server, leased line, etc.) due to which all the bidders face a problem during critical events, and this is brought to the notice of RailTel by the bidders in time, then RailTel will promptly reschedule the affected event(s).

10. INSTRUCTIONS FOR TENDER DOCUMENT TO THE BIDDERS

The RailTel Tenders are published on www.railtelindia.com and on RAILTEL E-NIVIDA Portal <https://railtel.enivida.com/>.

NOTE: For online bid submission the bidder will have to necessarily download an official online copy of the tender documents from RAILTEL E-NIVIDA portal, and this should be done well before the deadline for bid-submission.

11. SUBMISSION OF OFFERS AND FILLING OF TENDER:

This e-tender should be duly submitted online using the e-Procurement Portal <https://railtel.enivida.com/>. For detailed instructions please refer to RAILTEL E-NIVIDA Portal.

12. ATTENDANCE OF REPRESENTATIVES FOR TENDER OPENING:

Representatives of bidders desirous of attending the tender opening can do so on production of a proper letter of authority from the respective firm, failing which they may not be allowed to attend the tender opening. Authorized representatives of those firms who have submitted the tender documents alone shall be allowed to attend the tender opening.

CHAPTER-4: COMMERCIAL TERMS & CONDITIONS**1. General:**

- 1.1.** The bidder shall complete the offer letter (Chapter 1) and the Price Schedule (Chapter 2) furnished in the tender documents, indicating the goods to be supplied, description of the goods, associated technical literature, quantity and prices etc.
- 1.2.** The offer should remain valid for a minimum period of 30 Days from the date of opening of tender as indicated in Bid Data Sheet (BDS) Chapter 5.
- 1.3.** Supporting documents such as certificate of registration, partnership deed, MOA, AOA etc. to be submitted along with the Bid.
- 1.4.** The bidder should be registered with the GST Registration Authorities. Copy of GST Registration Certificate is required to be submitted.
- 1.5.** The bidder should not be blacklisted by any State / Central Government / PSU / Autonomous Body on the last date of submission of tender. Self-Declaration on company letterhead is to be submitted in this regard.

2. Delivery Period

The compliance reports as per the SoR are required to be delivered within period as indicated in Scope of Work (Chapter 3A).

3. Payment Terms

- 3.1.** 100% Payment shall be made to the successful bidder post submission of compliance reports (SOC 1-Type 1, SOC 2-Type 1, SOC 3) to RailTel.
- 3.2.** Bill passing Authority: **BD Department, Corporate Office**
- 3.3.** Bill Paying Authority: **Finance Department, Corporate Office**
- 3.4.** Payment condition: Consultant shall submit invoice along with signed hardcopy of the required report. User department shall also counter sign the report before payment.
- 3.5.** Non-disclosure Agreement (NDA) shall be signed between RailTel & Firm.

4. Performance Security Deposit (SD)

- 4.1.** On receipt of Letter of Acceptance of bid from RailTel, the successful bidder shall, within a period of 7 working days, submit the security deposit of 10% of the Value of the contract (inclusive of taxes) in RailTel account, for the due performance and fulfilment of the work by the bidder for the delivery period, in favour of RailTel Corporation of India Limited.
- 4.2.** On receipt of security deposit in RailTel account, EMD Amount will be refunded without any interest.
- 4.3.** SD shall be invoked by Authority, in the event, the Bidder:
 - 4.3.1.** Fails to meet the overall SLA condition or any changes agreed between the parties,
 - 4.3.2.** Fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of Authority,
 - 4.3.3.** Misrepresents facts/information submitted to Authority.
- 4.4.** The security deposit may be discharged/returned by Authority upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the SD.
- 4.5.** In the event of the Bidder being unable to service the contract for whatever reason(s), Authority shall have the right to invoke the SD. Notwithstanding and without prejudice to any rights whatsoever of Authority under the contract in the matter, the proceeds of the SD shall be payable

to Authority as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract.

- 4.6.** Authority shall notify the bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the bidder is in default. Authority shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- 4.7.** Performance security deposit will bear no interest. The amount will be released to the successful bidder after satisfactory completion of work.
- 4.8.** Bank Account details for Performance security deposit are as under:
Bank Name- UNION BANK OF INDIA
Bank Account no: 340601010050446 IFSC: UBIN0534064
MICR:110026012
Account name: RailTel Corporation of India Ltd.
Bank and branch Address: Union Bank of India, Yusuf Sarai Branch, C-1, Green Park Extension, Arvindo Marg, New Delhi- 110016

5. Taxes & Duties:

- 5.1.** The price quoted in the offer should be firm, fixed indicating the break up and inclusive of all taxes and duties like import, custom, anti-dumping, CGST, IGST, SGST, UTGST etc. The offer should be inclusive of packing, forwarding, freight up to destination, insurance charges.
- 5.2.** Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST/SGST/IGST/UTGST in case of award of contract. GST will not be reimbursed in the absence of valid tax invoice.
- 5.3.** For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filled under GST act.
- 5.4.** If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST act.
- 5.5.** In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.
- 5.6.** Tenderer shall quote all-inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as SGST/CGST/IGST/UTGST along with respective HSN/SAC code under GST law (Including tax under reverse charges payable by the recipient).
- 5.7.** Wherever the law makes it statutory for the purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.
- 5.8.** The imposition of any new tax and/or increase/ in the aforesaid taxes, duties, levies, after the last stipulated date for the receipt of tender including extensions if any and the bidder there upon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of no payment/default payment of any of the above taxes, RailTel reserves the right to withhold the dues/payments of bidder and make payment to states/central government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of tender, bidder has to pass on the benefits to RailTel.

- 5.9. Inter se position of the offers will be determined on total unit rate on CIP destination basis which will include basic rate, custom duty, CGST, SGST, IGST, UTGST, freight, Insurance and any other charges or cost quoted by the tenderer, including GST payable on reverse charge by RailTel, whenever applicable.

6. Liquidated Damages:

The timely delivery is the essence of this tender. Liquidated damages will be applicable at the rate of half percent (including elements of taxes, duties, freight, etc.) per week or part thereof for undelivered portion of SOR subject to a maximum of 10% of the cost of Purchase order for any reason whatsoever attributed to failure of tenderer. RailTel will have the right to cancel the order, place order on alternative source besides levying the liquidated damages as above.

7. Statutory Deduction

These will be made at source as per the rules prevalent in the area of work.

8. Qualification Criteria

S.No.	Basic Requirement	Eligibility Criteria Requirements	Supporting Documents required
1	Empanelment	Firms/companies which are empaneled with RailTel are eligible to participate in this tender.	Copy of valid Empanelment letter from RailTel
2	Turnover	The bidder shall have a cumulative turnover of INR 10.62 lakhs over the last three (3) financial years.	Audited financial statements for the last 3 FYs along with a certificate from the auditor/ CA of the company specifying the annual turnover for the specified years.
3	Experience	The Bidder should have at least 1 completed Work order for providing SOC 1, SOC 2 and SOC 3 compliance reports. The work orders should have been issued in the last three (3) years by Govt. departments/PSUs/MeitY empaneled CSP/Data Centre Providers.	a. Work Orders/Contracts b. Completion Certificate issued by the authorized signatory of the client entity OR CA Certificate specifying completion of work and receiving of payment
4	CPA License	Valid CPA license for performing examinations as per AICPA attestation standards. OR Authorization from Firm with valid CPA license for performing examinations as per AICPA attestation standards.	Valid CPA License OR Authorization from Firm with valid CPA license
5	Non-Blacklisting	As on the date of submission of the bid, the bidder shall not be blacklisted by any government authority or Court.	Undertaking on the Company letterhead signed by the authorized signatory
6	Power of Attorney	Power of attorney to be submitted online in accordance with the format provided in this tender	Power of Attorney as per the format on Rs 100 non-judicial stamp paper and notarized

Bids from bidders not meeting these qualification and technical criteria may be rejected.

9. Evaluation of Offer:

- 9.1. The bidders are evaluated based on the Eligibility Criteria as per clause no. 8 above.

- 9.2.** RailTel reserves the right to accept or reject the response against this tender, 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.
- 9.3.** All General requirements mentioned in the Technical Specifications are required to be complied with.
- 9.4.** The bidders should quote for all items & the offer will be evaluated in totality (Total Cost including Tax).
- 9.5.** The selection of successful bidder among the participants in the tender will be purely based on the compliance of eligibility as per clause no. 8 above and L1 in price bid.

10. Purchaser's Right to Vary Quantities

The purchaser shall be at liberty to enhance or reduce the quantity mentioned in the purchase order without assigning any reasons. The bidder shall comply with such modifications unconditionally provided these are made before completion of the deliveries under the purchase order. Any such change in quantity shall have no impact on the rates mentioned in the purchase order for any such item.

11. Purchaser's Right to accept any offer / Bid and to reject any or all offer/ Bid

The Purchaser reserves the right to accept or reject any offer / bid, and to annul the bidding process and reject all offers / bids, at any time prior to award of order without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Purchaser's action.

12. Execution of Purchase Order

- 12.1.** The successful bidder has to submit the copy of the Purchase order duly signed on each page including Annexures for due fulfillment of the PO.
- 12.2.** If the successful bidder fails to submit the accepted copy of PO within 7 days from the date of issue, it shall constitute a breach of the agreement affected by the acceptance of the tender in which case the full value of the earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies.
- 12.3.** In the event of any tenderer, whose tender is accepted, refuses to execute the PO as herein before provided, RailTel may determine that such tenderer has abandoned the Purchase Order and thereupon his tender and acceptance thereof shall be treated as cancelled and RailTel shall be entitled to forfeit the full amount of the Earnest Money and to recover the damages for such default.

13. Annulment of Award

Failure of the successful bidder to comply with the requirement of various clauses of tender document shall constitute sufficient ground for the annulment of the award and forfeiture of EMD in which event the Purchaser may make the award to any other bidder at the discretion of the Purchaser or call for new offers/ bids.

14. Earnest Money Deposit (EMD)

- 14.1.** The bidder shall furnish a sum as given in Bid Data Sheet (BDS) Chapter 5 as Earnest Money as per the details shared in the NIT.
- 14.2.** The EMD may be forfeited if a bidder withdraws his offer or modifies the terms and conditions of the offer during validity period and in the case of a successful bidder, if the bidder fails to

accept the Purchase order and fails to furnish performance bank guarantee/security deposit) in accordance with clause 4.

- 14.3.** Offers not accompanied with Earnest Money shall be summarily rejected.
- 14.4.** Earnest Money of the unsuccessful bidder will be discharged / returned as promptly as possible but not later than 30 days after the expiry of the period of offer / bid validity prescribed by the Purchaser.
- 14.5.** The bidder shall have to furnish the acceptance and EMD of the successful bidder will remain with RailTel till the submission of PBG against the PO.
- 14.6.** Earnest Money will bear no interest.
- 14.7.** In place of EMD, bid securing declaration shall be required from the bidders who are exempted from paying Bid Security accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of time specified in the request for bids document from being eligible to submit bids for future tenders of RailTel. Format of Bid Security Declaration is enclosed in Chapter 6-Forms.
- 14.8.** The Bid Security shall be exempted for bidders, subject to the following exemptions, the required documentation should be submitted accordingly:
 - 14.8.1.** Micro and Small Enterprises (MSEs) registered under Udyam Registration.
 - 14.8.2.** Startups as recognized by Department of Promotion of Industry and Internal Trade (DPIIT).

15. Offer/ Bid Prices

- 15.1.** The bidder shall give the prices indicating all levies and taxes, packing forwarding, freight and insurance etc. The basic unit price and all other components of the price need to be individually indicated against the goods it proposes to supply under the tender document as per schedule given in Chapter 2. The price shall be quoted in Indian Rupees or in any major foreign currency for the imported items (FOR/CIP destination).
- 15.2.** The breakup of price of each item of SOR in terms of basic Unit price, Excise duty, Sales Tax, Freight, Custom Duty, Forwarding, Packing, Insurance and any other Levies/charges already paid or payable by the tenderer shall be quoted in the SOR Chapter 2. Any changes in statutory duties/taxes after opening of technical bid will be to RailTel's account within the contracted delivery period.
- 15.3.** All prices and other information like discounts etc. having a bearing on the price shall be written both in figures and in words in the prescribed offer form (SOR). In case of difference in words and figures, the amount written in words will be taken into consideration. In the event of any discrepancy between total unit cost and total cost, the value shown in total unit cost will be taken for evaluation purpose.
- 15.4.** Fall Clause: The tenderer shall undertake that in case the tenderer offers same type of material at a lower price to any other purchaser including Central/State/ Government Organization or Public Sector Undertaking, during the validity of purchase order, the equal benefit of lower prices will be passed on to RailTel. The tenderer will submit an undertaking to this effect while claiming the payment.

16. Clause wise Compliance

Signed tender document shall be submitted along with the bid for qualifying towards the Clause wise compliance.

17. Force Majeure

- 17.1.** If during the Agreement, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason beyond the control of the parties including war, hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the parties), fire, floods, earthquakes, natural calamities or any act of GOD (hereinafter referred to as EVENTS), provided notice of happenings of any such EVENT is given by the affected party to the other, within twenty one (21) days from date of occurrence thereof, neither party shall have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided service under this Agreement shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.
- 17.2.** In the event of a Force Majeure, the affected party will be excused from performance during the existence of the Force Majeure. When a Force Majeure occurs, the affected party after notifying the other party will attempt to mitigate the effect of the Force Majeure as much as possible. If such delaying cause shall continue for more than sixty (60) days from the date of the notice stated above, the party injured by the inability of the other to perform shall have the right, upon written notice of thirty (30) days to the other party, to terminate this Agreement. Neither party shall be liable for any breach, claims, damages against the other, in respect of non-performance or delay in performance as a result of Force Majeure leading to such termination.

18. Settlement of Disputes and Arbitration

- 18.1.** 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 at New-Delhi.
- 18.2.** All arbitration proceedings shall be conducted in English. Recourse against any arbitral award so rendered maybe entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.
- 18.3.** The Arbitral Tribunal shall consist of the Sole Arbitrator appointed by CMD/RailTel Corporation of India Limited, if the value of claim is up to Rs. 10 lakhs. If the value of the 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 (CMD) of RailTel Corporation shall furnish a panel of three names to the contractor, out of which, contractor will recommend one name to be his nominee and then CMD/RailTel shall appoint one name as RailTel's nominee and these two arbitrators with mutual consent shall appoint a third arbitrator who shall act as the deciding arbitrator in terms of Arbitration and Conciliation Act. The award of the sole arbitrator or the Arbitral council, as the case may be. shall be final and binding on both the parties.
- 18.4.** 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.

19. Governing Laws

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

20. Termination for Default

The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Tenderer, terminate this contract in whole or in part.

- 20.1.** If the tenderer fails to deliver any or all of the goods within the time period(s) specified in the contract.
- 20.2.** If the tenderer fails to perform any other obligation(s) under the contract; and
- 20.3.** If the tenderer, in either of the above circumstance(s) does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.
- 20.4.** In case of any of the above circumstances the RailTel shall pay the supplier for all products and services delivered till point of termination as per terms and conditions of the contract. However, any recovery and losses occurred to RailTel will be recovered from Contractor up to the value of contract.

21. Risk & Cost

If the contractor fails to deliver the equipment or honor the contractual commitment within the period fixed for such delivery in the contract, the Purchaser may terminate the Purchase contract in whole or in part, the Purchaser may proceed to purchase, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered at no risk and cost to contractor. However, the security deposit of tenderer shall be forfeited/ Performance Bank Guarantee shall be encashed. The failed tenderer shall not be permitted to take part in the tender for balance work.

22. Termination for Insolvency:

The purchaser may at any time terminate the Purchase order by giving written notice to the tenderer, without compensation to the tenderer, if the tenderer becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

23. Rates during Negotiation:

The tenderer/s shall not increase his/their quoted rates including payment terms in case the RailTel Administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the tenderer/s.

24. Clarification Request

The written queries/ clarification request may be sent to RailTel's office through e-mail to co-bd@railtelindia.com (in pdf & excel format) or by post latest by the date as indicated in the Bid Data sheet (BDS). Reply of relevant clarifications sought will be uploaded in eNivida portal. Clarifications sought shall be submitted in the following format:

Queries/Clarifications from M/s _____						
S.No.	Clause no. & Chapter no.	Page no.	Sub-clause no./ Point no.	Content of the clause requires clarification	Points of clarification required	Remarks

--	--	--	--	--	--	--

25. Submission of Offers:

- 25.1.** All offers in the prescribed forms should be submitted before the time and date fixed for the receipt of the offers.
- 25.2.** In case the schedule of requirement quoted by tenderer is incomplete with reference to tender document, the offer is liable to be rejected.
- 25.3.** ATTESTATION OF ALTERATION: No scribbling is permissible in the tender documents. Tender containing erasures and alterations in the tender documents are liable to be rejected. Any correction made by the tenderer/ tenderers in his/their entries must be signed (not initialed) by him/them.
- 25.4.** The bid should be submitted online through e-Nivida portal with all the required documents and Annexures mentioned in the tender along with supporting documents. All the documents, Annexures and supporting documents should be duly signed and stamped. The bid should consist of following:
- 25.4.1.** Offer Letter complete as per Chapter-1.
 - 25.4.2.** Price Bid in accordance with Chapter-2
 - 25.4.3.** Earnest Money in prescribed form.
 - 25.4.4.** Complete Tender documents, duly signed as token of acceptance should be submitted.
 - 25.4.5.** General Documents as per Clause 1 of Chapter-4.
 - 25.4.6.** Documents as per the Qualification Criteria (Clause 8 of Chapter-4).
 - 25.4.7.** Affidavit as per Form No. 3 of Chapter 6.
 - 25.4.8.** Power of attorney in favour of the signatory duly authorizing the signatory as per Form No.-5 of Chapter-6 along with Board Resolution.
 - 25.4.9.** Bid Securing Declaration as per Form No. 6 of Chapter-6.
 - 25.4.10.** Nil deviation form as per Form No. 7 of Chapter-6.
 - 25.4.11.** Non-disclosure Agreement as per Form No. 11 of Chapter-6.
 - 25.4.12.** Any other information desired to be submitted by the tenderer.

26. Constitution of Firm and power of Attorney

- 26.1.** Any individual(s) signing the tender or other documents connected therewith should specify whether he is signing:
- 26.1.1.** As sole proprietor of the concern or as attorney of the sole Proprietor.
 - 26.1.2.** As a partner or partners of the firm.
 - 26.1.3.** As a Director, Manager or Secretary in the case of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Association.
- 26.2.** In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and all other connected documents. The original Power of Attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.
- 26.3.** The RailTel will not be bound by Power of Attorney granted by the tenderer or by the changes in the composition of the firm made subsequent to the execution of the PO.
- 26.4.** In case where the Power of Attorney partnership deed has not been executed in English, the true and authenticated copies of the translation of the same by Advocate, authorized translators of

Courts and Licensed Petition Writers should be supplied by the Contractor(s) while tendering for the work.

- 26.5.** The duly notarized Power of Attorney shall be submitted online and Original copy needs to be submitted by the successful bidder before issuance of LOA.

27. Opening of Bids:

- 27.1.** Bids received from the Bidders shall be opened on due date and time. The opening of the Bids shall be carried out in the physical presence of the designated representatives of RailTel and the Bidders. However, this tender document does not mandate the physical presence of the Bidders. The absence of the physical presence of the Bidders shall in no way affect the outcome of the evaluation of the Bids. During bid opening, only two authorized representatives of each bidder shall be allowed to be present.
- 27.2.** RailTel shall subsequently examine and evaluate the Bids in accordance with the provisions set out in this Chapter.
- 27.3.** To facilitate evaluation of Bids, RailTel may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

28. Non-Transferability & Non-Refund ability

The tender documents are not transferable. The cost of tender paper is not refundable.

29. Errors, Omissions & Discrepancies

The Contractor(s) shall not take any advantage of any mis-interpretation of the conditions due to typing or any other error and if in doubt, shall bring it to the notice of the purchaser without delay. In case of any contradiction only the printed rules, and books should be followed and no claim for the mis-interpretation shall be entertained.

30. Wrong Information by Tenderer

If the tenderer(s) deliberately gives/give wrong information in his/their tender which creates/create circumstances for the acceptance of his/their tender the RailTel reserves the right to reject such tender at any stage.

31. The bid shall be addressed to the Purchaser

Offer / Bid should be uploaded on e-Nivida portal before due date and time of submission of offers/bids. The offers / bids shall be opened at the stipulated time on the same day in RailTel Corporate office in the presence of those representatives of the bidders who choose to be present.

In case the date of opening happens to be a holiday, the tender will be opened at the same time on the next working day.

32. NIL Deviation Compliance:

Bidder is required to submit the "NIL Deviation compliance undertaking" for all the terms and conditions of tender including all corrigenda with the offer as per proforma given in Form no. 7 (Chapter-6).

33. Limitation of Liability:

Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:

- 33.1.** The Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- 33.2.** The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Purchaser with respect to intellectual property rights infringement.

34. Credential Verification:

- 34.1.** The tenderer shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to the disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is available in Chapter-6 of this tender document (Form No. 3). Non-submission of an affidavit by the bidder shall result in summary rejection of his/their bid and it shall be mandatory incumbents upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualification Criteria mentioned in the tender document. It will not be obligatory on the part of RailTel to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.

35. Integrity Pact Program: Deleted

36. For Micro and Small Enterprises (MSEs):

- 36.1.** "RailTel is registered with m1xchange TReDS Platform having Buyer registration Number "BUYER00001496". The URL for m1xchange Platform is <https://www.m1xchange.com>. MSE suppliers/vendors are required to register themselves on m1xchange Platform for availing the facility of bill discounting on TReDS portal. The bidder is mandatorily required to submit its TReDS registration number (as provided by M1xchange portal) and GRN (Goods/Service Receipt Note) Number (as provided by RailTel on delivery of Goods/Service) while submitting the invoices if requires to avail TReDS facility.
- 36.2.** MSE Vendor will bear all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.
- 36.3.** MSE Vendor hereby agrees to indemnify, hold harmless and keep RailTel and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.
- 36.4.** RailTel shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

CHAPTER-5: BID DATA SHEET (BDS)

The section consists of provisions that are specific to various Clauses of the tender document
COMMERCIAL TERMS & CONDITIONS Chapter 4.

Clause	Description
Clause 1.2	Validity of offer 30 days.
Clause 14	Earnest Money Deposit (EMD) Rs. 15,000/- is to be made in favor of RailTel Corporation of India Ltd. online through e-Nivida Portal
Clause 25	Last Date of Submission of Offer Date: 15.04.2026 Time: 15:00 hours
Clause 27	Date of Opening of Tender Date: 15.04.2026 Time: 15:30 hours

CHAPTER-6: FORMS

Form No. 1

PROFORMA FOR PERFORMANCE BANK GUARANTEE BOND – *Not required*

(On Stamp Paper of Rs one hundred)

(To be used by approved Scheduled Banks)

Form No.: 2

PROFORMA FOR THE SYSTEM PERFORMANCE GUARANTEE – *Not required*
(On Stamp Paper of Rs. One hundred)

Form No.: 3

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

(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 tenderer) **

I..... (Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents),

M/s _____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____ as per the tender No. _____ of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s), am/are signing this document after carefully reading the contents.
2. I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from RailTel website www.railtelindia.com, <https://railtel.enivida.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 tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, 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 tender 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 tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the tenderer)** _____ 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 TENDERER

VERIFICATION

I/We above named tender 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 TENDERER

Place:

Dated:

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

Form No.: 4

Performa for Manufacturer Authorization Form – *Not required*

FORM No.: 05

Format for Power of Attorney

[To be executed in presence of Public notary on Rs 100 non-judicial stamp paper in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney.]

POWER OF ATTORNEY

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

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

(Add in the case of a Consortium)

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

Dated this the _____ day of _____ 2025

(Signature and Name of authorized signatory)

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

Seal of firm Company

Witness 1:

Witness 2:

Notes:

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

Form No. 6 – Bid Security/EMD Declaration

(On Non-judicial stamp paper of Rs. 100/-)

Whereas, I/We _____ (Name of Agency) has submitted bid for _____
(Name of Work and Tender No.) and whereas Earnest Money Deposit is being exempted in the
aforesaid tender to give relief to the bidders as per Govt. of India guidelines due to severe financial
crunch on account of slowdown in the economy due to the pandemic,

I/We hereby submit the following "Bid Security Declaration" in lieu of exemption from submitting
Earnest Money Deposit:

1. If I/We withdraw or modify my/our bid during the bid validity period (including extended
validity of tender) specified in the tender documents;
OR
2. If, after the award of work, I/We fail to accept LOA/LOI, or to sign the contract agreement
or fail to submit performance guarantee or fail to commence the work within stipulated time
period prescribed in tender documents;
OR
3. If I/We furnish any incorrect or false statement / information/ document;
OR
4. If I/We hide any relevant information or do not disclose any material fact in the tender;
OR
5. If I/We commit any breach of integrity Pact;

I/We may be disqualified and banned for a period of three years and shall not be eligible to bid for
future tenders in RailTel Corporation of India Ltd. for the period of three years from date of issue of
such orders.

(Signed by the Authorized Representative of Firm)

Name of Authorized Representative:

Name of Firm:

Date:

Form No. 7

**PROFORMA FOR Nil Deviation Component Compliance Undertaking Letter
(TO BE SIGNED BY BIDDER)**

To,

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

Dear Sir,

Sub: NIL Deviation Compliance for Tender no.

Over and above all our earlier conformations and submissions as per your requirements of the tender, we confirm that,

1. We will ensure our unconditional compliance of all the terms and conditions as mentioned in the Tender document. In case of any deviation, the same should be attached as an Annexure (as per Format given below) to this form. **In case of any deviation, RailTel reserves the right to reject the bid without giving any justification.**

Format of Annexure (Deviation Statement)

S. No.	Clause No. & Chapter No.	Existing Clause of Tender	Proposed Clause	Remarks, if any

2. All the proposed services to be supplied as per technical specifications mentioned in Chapter-3-A of Tender document.
3. We hereby certify that the services mentioned in our technical solution and Bill of Material (BOM) are complete.
4. We confirm that there is no requirement of any other services to fulfill requirements as per scope against the tender. If any additional service is required to meet in scope requirements, then it would be provided by us at no extra cost to RailTel.

Seal and signature of the bidder

Place:

Date:

(This Form along with Annexure (if required) should be on the letterhead of the bidder duly signed by an authorized signatory).

Form No. 8

**OEM Undertaking on Letter Head – Not required
(To be signed by the OEM)**

PROFORMA FOR SIGNING THE INTEGRITY PACT – Not required

Form no. 10

CONTRACT AGREEMENT– Not required

Form no. 11

NON-DISCLOSURE AGREEMENT (NDA)**(On Rs 100 Stamp paper)**

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

____ <Bidder's Name> _____) (CIN: _____), a company duly incorporated under the provisions of Companies Act, _____ having its registered office at _____ <Bidder's Address> _____, (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 _____ <Name of Work> _____.

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

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

1. Permitted Use.

(a) Receiving Party shall:

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

"Representatives") who the Receiving Party, in its reasonable discretion, deems need to know such Information, and are bound by the terms and conditions of (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement.

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

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

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

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

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

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

2. Designation.

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

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

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

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

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

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

6. Return or Destruction of Information.

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

(i) termination of this Agreement;

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

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

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

8. **Notice.**

- (a) Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated:
 - (i) by personal delivery, when delivered personally;
 - (ii) by overnight courier, upon written verification of receipt; or
 - (iii) by certified or registered mail with return receipt requested, upon verification of receipt.
- (b) Notice shall be sent to the following addresses or such other address as either Party specifies in writing.

RailTel Corporation of India limited:

Attn:
Address:
Phone:
Email.

_____:

Attn:
Address:
Phone:
Email:

9. **Term, Termination and Survivability.**

- (a) Unless terminated earlier in accordance with the provisions of this agreement, this Agreement shall be in full force and effect for a period of _____ years from the effective date hereof.
- (b) Each party reserves the right in its sole and absolute discretion to terminate this Agreement by giving the other party not less than 30 days' written notice of such termination.
- (c) Notwithstanding the foregoing clause 9(a) and 9 (b), Receiving Party agrees that its obligations, shall:
 - (i) In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and
 - (ii) not apply to any materials or information disclosed to it thereafter.

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

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

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

13. Settlement of Disputes:

- a) The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.
- b) In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.
- c) The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the parties.

14. CONFIDENTIALITY OF NEGOTIATIONS

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

15. REPRESENTATION

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

16. ASSIGNMENT

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

17. EMPLOYEES AND OTHERS

Each Party shall advise its Representatives, contractors, subcontractors and licensees, and shall require its Affiliates to advise their Representatives, contractors, subcontractors and licensees, of

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

18. NO LICENSE

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

19. RELATIONSHIP BETWEEN PARTIES:

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

20. UNPUBLISHED PRICE SENSITIVE INFORMATION (UPSI)

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

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

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

<Bidder's Name> : RailTel Corporation of India Limited:

By_____

Name:

Title:

By_____

Name:

Title:

Witnesses:

CHAPTER-7: CHECKLIST

Tender No: RAILTEL/TENDER/SLT/CO/BD/2025-26/SOC/01			
Name of Work: "Consultancy Services for SOC 1-Type 1, SOC 2-Type 1 and SOC 3 Compliance for RailTel controls in accordance with AICPA Attestation Standards"			
Name of Company/Firm			
S No.	Item/Clause of Tender Document	Details / Remarks	Attached/ Not Attached
1	Signed Copy of Tender Document / Corrigenda		
2	EMD & Cost of Tender document if applicable		
3	Offer Letter duly signed by authorized signatory (Chapter -1 of Tender Document)		
4	General Documents as per Clause 1 of Chapter-4		
5	Qualification Criteria Requirements as per Clause 8 of Chapter-4		
6	Form No. 3 of Chapter-6, Affidavit for Credential Verification		
7	Form No. 5 of Chapter-6, Format for Power of Attorney		
8	Form No. 6 of Chapter-6, Bid Securing Declaration		
9	Form No. 7 of Chapter-6, Nil Deviation Statement		
10	Form No. 11 of Chapter-6, Non-disclosure Agreement		
11	Price Bid for Schedule of Requirements as per Chapter-2		

Note:

- i. All documents need to be submitted online only. There is no need of submission of Physical documents/Bid.
- ii. Original copy of PoA is needed to be submitted by the successful bidder before issuance of LOA.

END OF TENDER DOCUMENT
