

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

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

For

“Establishment and Managed Operations of IT Infrastructure DC & DR”

EOI No: RailTel/EOI/COMKTG/EB/DC-DR/2025-26/01 dated 25th August 2025

EOI NOTICE

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

EOI Notice No: RailTel/EOI/COMKTG/EB/DC-DR/2025-26/01 dated 25th August 2025

RailTel Corporation of India Ltd., (here after referred to as “RailTel”) invites proposal from RailTel’s Empaneled Partners for the selection of suitable implementation partner as Exclusive pre bid arrangement for **for participation in one of the Tender for “for Establishment and Managed Operations of IT Infrastructure(DC & DR)” floated by Customer of RailTel (CoR).**

The details are as under:

1	Last date for submission of Bid response against EOIs by bidders	28 th August 2025 at 11:00 Hours
2	Opening of Technical Bid of EOIs	28 th August 2025 at 11:15 Hours
3	Mode of Bid Submission	Online
4	EOI fees inclusive tax (Non-refundable)	Rs. 5,900/- (Five Thousand Nine Hundred only)
5	Token EOI EMD	<p>Rs. 5,00,000/- (Five Lakhs Only) to be submitted along with EOI</p> <p>(To be submitted via online bank transfer only).</p> <p>RailTel Bank Details: Union Bank of India, Account No. 340601010050446, IFSC Code - UBIN0534064.</p> <p>Partner needs to share the online payment transfer details like UTR No. date and Bank along with the proposal.</p>

6	<p>Balance EMD (To be submitted by the shortlisted Business Associate to be intimated later)</p>	<p>Balance EMD for Rs 80,50,000/- (Eighty Lakh Fifty Thousand Rupees only).</p> <p>To be submitted by shortlisted Business Associate, in the form of BG or online transfer before RailTel submits its bid to the end customer.</p> <p>i) In Case of Balance EMD is submitted in the form of Bank Guarantee: The BG validity would be for 240 days i.e. Bid validity period of 210 Days + 30 Days.</p> <p>(SFMS report guidelines: -</p> <p>BG advising message – IFN 760COV/ IFN 767COV via SFMS</p> <ul style="list-style-type: none"> • To mandatory send the Cover message at the time of BG issuance. • IFSC Code of ICICI Bank to be used (ICIC0000007). • Mention the unique reference (RAILTEL6103) in field 7037.) <p>ii) In case Balance EMD is submitted through Online Transfer, the same may be transferred in the following Bank Account.</p> <p>RailTel Bank Details: Union Bank of India, Account No. 340601010050446, IFSC Code - UBIN0534064.</p> <p>The partner needs to share the online payment transfer details like UTR No. date and Bank along with the proposal.</p> <p>iii) Insurance Surety Bond (Refer Annexure-7)</p>
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Eligible Business Associates are required to direct all communications related to this Invitation for EoI document, through the following Nominated Point of Contact persons:

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

Contact: Sh. R.K Mehra
Designation: Sp. Jt. GM/Finance
Email: mehrark@railtelindia.com

Contact: Sh. Ujjwal Shukla
Designation: Jt. GM/ RB
Email: ushukla@railtelindia.com

Note:

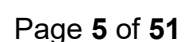
1. Empaneled partners are required to submit a soft copy of the EOI bid response through an e-mail at eoibco@railtelindia.com duly signed by Authorized Signatories with Company seal and stamp.
2. The EOI response is invited from eligible **Empaneled Partners of RailTel only**.
3. All the documents must be submitted with **proper indexing** and **page no**.
4. This is an **exclusive pre-bid partnership arrangement with an empaneled business associate of RailTel for participating in the end customer RFP**. The selected partner's authorized signatory has to give an undertaking they will not submit directly or indirectly their bids and techno-commercial solution/association with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to the end customer organization by RailTel). This undertaking has to be given with this EOI Response.
5. **Transfer and Sub-letting**. The Business Associate has no right to give, bargain, sell, assign, or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
6. **Relevant technical and commercial specification of RFP documents** of end user Organization can be **shared** to the authorized person of Business Associate on submission of Non Disclosure Undertaking (NDU) Document as per (Annexure-9 of this EOI) to RailTel's Office(Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023) in Person.

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

For ensuring efficient administration across India, country has been divided into four regions namely, Eastern, Northern, Southern & Western each headed by Executive Director and Headquartered at Kolkata, New Delhi, Secunderabad & Mumbai respectively. These regions are further divided into territories for efficient working. RailTel has territorial offices at Guwahati, & Bhubaneswar in East, Chandigarh, Jaipur, Lucknow in North, Chennai & Bangalore in South, Bhopal, and Pune & Ahmedabad in West. Various other territorial offices across the country are proposed to be created shortly.

Licenses & Service portfolio:

Presently, RailTel holds Infrastructure Provider -1, National Long Distance Operator, International Long Distance Operator and Internet Service Provider (Class-A) licenses under which the following services are being offered to various customers:



a) Carrier Services

- National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators
- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth & above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

b) Enterprise Services

- Managed Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above
- MPLS VPN: Layer-2 & Layer-3 VPN available for granularities from 2 Mbps & above
- Dedicated Internet Bandwidth: Experience the "Always ON" internet connectivity at your fingertips in granularities 2 Mbps to several Gbps

c) DATA CENTER Infrastructure as a services (IaaS), Hosting as Services, Security operation Centre as a Service (SOCaaS): RailTel has MeitY empaneled two Tier-III data centres in Gurgaon & Secunderabad. Presently RailTel is hosting critical applications of Indian Railways, Central & State government/ PSUs applications. RailTel will facilitate Government's applications / hosting services including smooth transition to secured state owned RailTel's Data Centers and Disaster Recovery Centres. RailTel also offers SOC as a Service 'SOCaaS'. In addition, RailTel offers VPN client services so that employees can seamlessly access government's intranet, applications securely from anywhere without compromising security.

- National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators
- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth & above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

d) High-Definition Video Conference: RailTel has unique service model of providing high definition video conference bundled with Video Conference equipment, bandwidth and FMS services to provide end to end seamless services on OPEX model connecting HQ with other critical offices. RailTel also offers application-based video conference solution for employees to be productive specially during this pandemic situation.

e) Retail Services – RailWire

RailWire: Triple Play Broadband Services for the Masses. RailTel has unique model of delivering broadband services, wherein local entrepreneurs are engaged in delivering &

maintaining broadband services and up to 66% of the total revenues earned are shared to these local entrepreneurs in the state, generating jobs and revitalizing local economies. On date RailTel is serving approx. 5,00,000 subscribers on PAN Indian basis. RailTel can provide broadband service across– Government PSU or any organization's officers colonies and residences.

2. Project Background and Objective of EOI

RailTel intends to participate in RFP floated by end Customer organization for “**for Establishment and Managed Operations of IT Infrastructure(DC & DR)**” with end customer (CoR) RFP with GEM ref. no. GEM/2025/B/843 dated 08-05-2025.

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

3. Scope of Work:

The broad requirements are mentioned below :-

1. Provision a dedicated cage environment in the DC and DR center for hosting end customers existing IT infrastructure / equipment . The bidder shall engage in migration of end customers existing IT infrastructure (DC @ New Delhi and DR @ Hyderabad) to the DC and DR site.
2. The selected bidder is required to plan, manage, and execute the migration of the existing Data Center (DC) and Disaster Recovery (DR) infrastructure from NIC data centers (in Delhi and Hyderabad) to the designated location covering Inventory Assessment, Server , Storage, Network components, Disaster recovery setup, Testing and Validation. The bidder's designated location must be within the territory of India with - (1) DC in Delhi NCR, (2) DR site in area of seismic zone III or below.

Brief Scope of Work:-

- The bidder shall provide a dedicated Managed Security Operations Centre (SOC) for CoR, and Managed Operations and Maintenance of the CoR's IT equipment/Infrastructure;
- Selected bidder shall adhere/ comply with all Cybersecurity & Network Security Policies of the bidder / end customer.
- Maintain, monitor and analyze security logs, generate alerts and notify, report and respond to incidents including root cause analysis, risk assessment and continuous improvement in security posture, updated of patches, version, OS, RMA, spares, troubleshooting of devices that may be supplied under this contract.
- The high-level scope of work includes:
 1. Provide Identification and Prevention of Information Security Vulnerabilities
 2. Carry out Incident Management
 3. Continuously improve SOC Operations
 4. Putting in place an adaptive Incident Response, Management and Recovery Framework to deal with adverse incidents/ disruptions
 5. Performing Risk Assessment Activity in line with the Cyber Security framework defined by the regulators

6. Development and Implementation of minimum Baseline Cyber Security and Resilience Framework
 7. Development of Cyber Security preparedness indicators
 8. Security Monitoring Requirement
 9. Storage Maintenance
 10. Incident Response and Problem Management
 11. Service Level Standards/ Requirements/ Agreement
- "Operation & Maintenance of end customer Infrastructure:
To take back up of Servers, DB and files
To allocate, reallocate, deallocate Storage on Servers
To manage Switch, VLANs, NLB of end customer
To manage the security apparatus of end customer"

The above scope of work is indicative and the detailed scope of work is given in the end customer tender documents with latest amendments and clarifications.

In case of any discrepancy or ambiguity in any clause / specification pertaining to scope of work area, the RFP released by end customer organization shall supersede and will be considered sacrosanct. (All associated clarifications, response to queries, revisions, addendum and corrigendum, associated prime service agreement (PSA)/MSA/SLA also included.).

Business associate can participate as a sole bidder, Bid by consortium is not allowed.

Special Note:

- RailTel may retain any portion of the work mentioned in the end organization RFP, where RailTel has competence so that the overall proposal becomes the most winnable proposal.
- All terms and conditions will be as per end customer RFP (Document may be collected from RailTel).

4. Response to EOI guidelines

4.1 Language of Proposals

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

4.2 RailTel's Right to Accept/Reject Responses

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

4.3 EOI response Document

The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Submission of bids, not substantially responsive to the bidding document in every aspect will be at the bidder's risk and may result in rejection of its bid without any further reference to the bidder.

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

4.4 Period of Validity of Bids and Bid Currency

Bids shall remain valid for 210 days from the last date of submission of bids to the end Customer organization.

4.5 Bidding Process : Single Packet

4.6 Bid Earnest Money (EMD)

4.6.1 The Business Associate shall furnish a sum as given in EOI Notice via online transfer from any scheduled bank in India in favor of "RailTel Corporation of India Limited" along with the offer. This will be called **EOI EMD**.

4.6.2 Offers not accompanied by valid EOI Earnest Money Deposit shall be summarily rejected.

4.6.3 In case of Bidder's offer is selected for bidding, bidder has to furnish Balance Earnest Money Deposit (EMD) for the bid to RailTel for the amount as mentioned in this EOI Notice. The selected Business Associate shall have to submit balance EMD amount in proportion to the quoted value/scope of work to RailTel before submission of bid to end customer.

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

4.6.5 Return of EMD for successful Business Associate: EOI-EMD & Earnest Money Deposit (balance proportionate EMD) if applicable of the successful bidder will be discharged / returned as promptly as possible after the receipt of RailTel's EMD/BG from the Customer and or on receipt of Security Deposit Performance Bank Guarantee as applicable (clause no. 4.7) from Business Associate whichever is later.

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

4.6.6.1 The EOI EMD may be forfeited and or penal action shall be initiated if a Business Associate withdraws his offer or modifies the terms and conditions of the offer during the validity period.

4.6.6.2 In case of non-submission of SD/PBG (as per clause no. 4.7) leads to forfeiture of EOI EMD, EMD (balance EMD) if applicable and or suitable action as prescribed in the EMD Declaration shall be initiated as applicable.

4.7 Security Deposit / Performance Bank Guarantee (PBG)

4.7.1 In case the bid is successful, the PBG of the requisite amount proportionate (i.e. 3%) to the agreed scope of the work as per the end customer on back to back basis will have to be submitted to RailTel.

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

4.8 Last date & time for Submission of EOI response

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

4.9 Modification and/or Withdrawal of EOI response

EOI response once submitted will be treated, as final and no modification will be permitted except with the consent of the RailTel.

No Business Associate shall be allowed to withdraw the response after the last date and time for submission.

The successful Business Associate will not be allowed to withdraw or back out from the response commitments. In case of withdrawal or back out by the successful business associate, the Earnest Money Deposit shall be forfeited and all interests/claims of such Business Associate shall be deemed as foreclosed.

4.10 Details of Financial bid for the above-referred tender

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

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

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

4.11 Clarification of EOI Response

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the Business Associate for clarification. The response should be in writing and no change in the price or substance of the EOI response shall be sought, offered, or permitted.

4.12 Period of Association/Validity of Agreement

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

5. Eligibility Criteria for Bidding Business Partner of RailTel:

S	Particulars	Criteria for Tender Package
No.		(Mandatory Compliance & Document Submission)
A)	Financial Conditions	

S	Particulars	Criteria for Tender Package
		(Mandatory Compliance & Document Submission)
i)	Bidder should be registered under Companies Act, 1956 or Companies Act 2013 or as amended and should have at least 5 years of operations in India as on bid submission date.	<ol style="list-style-type: none"> 1. Certificate of Incorporation 2. GST Registration 3. PAN Card
ii)	Bidder should have cumulative turnover of at least INR 128 Cr. during preceding three financial years (i.e. current year and three previous financial years) as on bid submission date from IT/ICT/ITeS.	Turnover Certificate issued by the Chartered Accountant. Certificate should contain UDIN no. issued by ICAI.
iii)	Bidder should also have a positive net worth in the last 3 financial years.	Positive Net Worth Certificate issued by the CA for the last three financial years. Certificate should contain UDIN no. issued by ICAI.
B)	Technical Conditions	
iv)	<p>Bidder should have experience of successful implementation of similar project(s) in Central/State Government/ Govt. undertakings/ UT's/Autonomous Bodies/Pvt. Ltd. companies in India during preceding three financial years (i.e. current year & 3 previous financial years) as on bid opening date as per following criteria:</p> <ol style="list-style-type: none"> 1. Single order of at least 35% of estimated bid value; or 2. Two orders of at least 20% each of estimated bid value; or 3. Three orders of at least 15% each of estimated bid value. <p>Definition of Similar Work: - Works entailing project in the field of IT/ICT works for Data Center/ SOC/ for any Central / State Government/ Govt. undertakings/ UT's/Autonomous Bodies/ Pvt. Ltd. companies in India</p>	Documentary evidence such as: Certificate from Customer/ or CA Certificate for services/supply/ Payments received against the project along with Customer's purchase orders/ work orders etc. for ongoing/ completed project.
v)	<p>The bidder must have prior experience of:-</p> <ol style="list-style-type: none"> i) Implementation/O&M of Security Operations Centre (SOC) <p>(OR)</p> <ol style="list-style-type: none"> ii) Operations & Maintenance of the IT equipment/Infrastructure of DC/DR 	Certificate from Customer/ or CA Certificate for services/supply/ Payments received against the project along with Customer's purchase orders/ work orders etc. for ongoing/ completed project.

S No.	Particulars	Criteria for Tender Package
		(Mandatory Compliance & Document Submission)
	in Central/State Government/ Govt. undertakings/ UT's/Autonomous Bodies/ Pvt. Ltd. companies in India	
vi)	Bidder shall have at least 100 technical personnel on its payroll.	Undertaking from authorized signatory or HR Head of the Company on its letter head.
vii)	Bidder should have following certificates: - 1. ISO-9001 Certificate 2. ISO-27001 Certificate 3. ISO-20000-1 Certificate	Copy of valid Certificates.
viii)	The Bidder should have registered office in Delhi/NCR.	Documentary Proof needs to be submitted
C)	Annexures	
x)	Annexure 1	Covering Letter: Self-certification duly signed by authorized signatory on company letter head.
xi)	Annexure 2	The Bidder should agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted.
		Self-certification duly signed by authorized signatory on company letter head.
xii)	Annexure 3	An undertaking signed by the Authorized Signatory of the company to be provided on letter head. The Bidder should not have been blacklisted/debarred by any Governmental/ Non-Governmental Organization in India as on bid submission date.
xiii)	Annexure-4	Format for Affidavit to be uploaded by bidder with the tender documents.
xiv)	Annexure-5	Non-disclosure agreement with RailTel.
xv)	Power of Attorney	Power of Attorney and Board Resolution in favor of one of its employees who will sign the Bid Documents.
xvi)	Additional Documents to be Submitted	Technical Proposal with overview of the project with strength of the Partner.
xvii)	Presentation	The bidder needs to submit a detailed presentation as below: i. About the project ii. Project Understanding iii. Project Timeline iv. Delivery timeline

S	Particulars	Criteria for Tender Package
		(Mandatory Compliance & Document Submission)
xviii)	Annexure-6	EMD (as BG) Format
xix)	Annexure-7	Surety Bond for Bid Security
xx	Annexure-8	Price Bid Format (BOQ) (Financial Bid) with password protected PDF.
xxi)	Annexure-9	Non-Disclosure Undertaking (NDU) Format
xxii)	Annexure-10	Pre-Bid Agreement Format

6. Bidder's Profile

The bidder shall provide the information in the below table:

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

7. Evaluation Criteria:

- 7.1 The Business Associates are first evaluated on the basis of the Eligibility Criteria as per clause 5 above.
- 7.3 The Business Associate with lowest commercial (L1) offer will be selected for exclusive pre-bid arrangement for optimizing technical and commercial solution so that most winnable solution is submitted to end customer.
- 7.4 RailTel reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants. The RailTel evaluation committee will determine whether the proposal/ information is complete in all respects and the decision of the evaluation committee shall be final. RailTel may at its discretion assign lead factor to the Business associate as per RailTel policy for shortlisting partner against this EOI.
- 7.5 All General requirement mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable.

8. Payment terms

- 8.1 RailTel shall make payment to selected Business Associate after receiving payment from Customer for the agreed scope of work. In case of any penalty or deduction made by customer for the portion of work to be done by BA, same shall be passed on to Business Associate.

10. SLA

The selected bidder will be required to adhere to the SLA matrix as defined in the end Customer organization tender for his scope of work and the SLA breach penalty will be applicable proportionately on the selected bidder, as specified in the end Customer organization Tender. The SLA scoring and penalty deduction mechanism for in-scope of work area shall be followed as specified in the Tender. All associated clarifications, responses to queries, revisions, addendum and corrigendum, associated Prime Services Agreement (PSA)/ MSA/ SLA also included. Any deduction by Customer from RailTel payments on account of SLA breach which is attributable to Partner will be passed on to the Partner proportionately based on its scope of work.

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

Annexure 1: Format for COVERING LETTER

COVERING LETTER (To be on company letterhead)

To,

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

Dear Sir,

SUB: Participation in the Eol process

Having examined the Invitation for Eol document bearing the reference number _____ released by your esteemed organization, we, undersigned, hereby acknowledge the receipt of the same and offer to participate in conformity with the said Invitation for Eol document.

If our application is accepted, we undertake to abide by all the terms and conditions mentioned in the said Invitation for Eol document.

We hereby declare that all the information and supporting documents furnished as a part of our response to the said Invitation for Eol document, are true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us, our Eol is liable to be rejected.

We hereby Submit EMD amount of Rs. _____ issued vide _____ from Bank _____.

Authorized Signatory

Name

Designation

Annexure 2: Format for Self-Certificate & Undertaking

Self-Certificate (To be on company letter head)

Eoi Reference No:

Date:

To,

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

110023Dear Sir,

Sub: Self Certificate for Tender, Technical & other compliance

- 1) Having examined the Technical specifications mentioned in this EOI & end customer tender, we hereby confirm that we meet all specifications.
- 2) We _____ agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted (except pricing, termination & risk purchase rights of the RailTel). We understand and agree that RailTel shall release the payment to selected partner after the receipt of corresponding payment from end customer by RailTel. Further we understand that in case selected partner fails to execute assigned portion of work, then the same shall be executed by RailTel through third party or departmentally at the risk and cost of selected partner.
- 3) We agree to abide by all the technical, commercial & financial conditions of the end customer's RFP for the agreed scope of work for which this EOI is submitted.
- 4) We hereby agree to comply with all OEM technical & Financial documentation including MAF, Technical certificates/others as per end to end requirement mentioned in the end customer's RFP. We are hereby enclosing the arrangement of OEMs against each of the BOQ item quoted as mentioned end customer's RFP. We also undertake to submit MAF and other documents required in the end Customer organization tender in favour of RailTel against the proposed products.
- 5) We hereby certify that any services, equipment and materials to be supplied are produced in eligible source country complying with OM/F. No. 6/18/2019 dated 23rd July 2020 issued by DoE, MoF.
- 6) We hereby undertake to work with RailTel as per end customer's RFP terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Criteria as required in the end customer's RFP terms and conditions like technical certificates, OEM compliance documents.
- 7) We understand and agree that RailTel is intending to select partner who is willing to accept

all terms & conditions of end customer organization's RFP for the agreed scope of work. RailTel will strategies to retain the scope of work where RailTel has competence.

- 8) We hereby agree to submit that in case of being selected by RailTel as the partner for the proposed project (for which EOI is submitted), we will submit all the forms, appendix, relevant documents etc. to RailTel that are required and desired by end Customer well before the bid submission date and as and when required.
- 9) We hereby undertake to sign the Pre-Bid Agreement and Non-Disclosure Agreement with RailTel on a non-judicial stamp paper of Rs. 100/- in the prescribed Format.
- 10) We undertake that we will not submit directly or indirectly out bids and techno-commercial solutions/association with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to end customer organization by RailTel)

Authorized

SignatoryName &

Designation

Annexure 3: Undertaking for not Being Blacklisted/Debarred

<On Company Letter Head>

To,

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

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

We, Company Name, having its registered office at Address

hereby declares that that the Company has not been blacklisted/debarred by any
Governmental/ Non-Governmental organization in India for past 3 Years as on bid submission date.

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Bidder's Company Seal:

Annexure 4: Format of Affidavit

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-. The paper has to be in the name of the BA) **

I..... (Name and designation)** appointed as the attorney/authorized signatory of the BA (including its constituents),
M/s.....(hereinafter called the BA) for the purpose of the EOI documents for the work of as per the EOI No. of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the behalf of the BA including its constituents as under:

1. I/we the BA (s), am/are signing this document after carefully reading the contents.
2. I/we the BA(s) also accept all the conditions of the EOI and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the EOI documents from RailTel website www.railtelindia.com. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the EOI document. In case of any discrepancy noticed at any stage i.e. evaluation of EOI, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the EOI by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of EOI, it shall lead to forfeiture of the EOI EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the BA)**.....and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT
SEAL AND SIGNATURE
OF THE BA

VERIFICATION

I/We above named EOI do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE
OF THE BA

Place:

Dated:

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

Annexure-5: Non-Disclosure Agreement (NDA) Format (on non-judicial stamp paper of the value of Rs. 100/-.)

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this "**Agreement**") is made and entered into on this ____ day of ____, 2021 (the "**Effective Date**") at _____.

By and between

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

And

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

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

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

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

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

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

1. Permitted Use.

(a) Receiving Party shall:

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

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

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

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

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

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

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

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

2. Designation.

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

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

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

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

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

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

6. Return or Destruction of Information.

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

(i) termination of this Agreement;

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

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

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

8. **Notice.**

(a) Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated:

- (i) by personal delivery, when delivered personally;
- (ii) by overnight courier, upon written verification of receipt; or
- (iii) by certified or registered mail with return receipt requested, upon verification of receipt.

(b) Notice shall be sent to the following addresses or such other address as either Party specifies in writing.

RailTel Corporation of India limited:

Attn: _____
Address: _____
Phone: _____
Email: _____

_____:

Attn: _____
Address: _____
Phone: _____
Email: _____

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

(a) Unless terminated earlier in accordance with the provisions of this agreement, this Agreement shall be in full force and effect for a period of _____ years from the effective date hereof.

(b) Each party reserves the right in its sole and absolute discretion to terminate this Agreement by giving the other party not less than 30 days' written notice of such termination.

(c) Notwithstanding the foregoing clause 9(a) and 9 (b) , Receiving Party agrees that its obligations, shall:

(i) In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and

- (ii) not apply to any materials or information disclosed to it thereafter.

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

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

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

13. Settlement of Disputes:

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

14. CONFIDENTIALITY OF NEGOTIATIONS

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

15. REPRESENTATION

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

16. ASSIGNMENT

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

17. EMPLOYEES AND OTHERS

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

18. NO LICENSE

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

19. RELATIONSHIP BETWEEN PARTIES:

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

20: UNPULISHED PRICE SENSITIVE INFORMATION (UPSI)

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

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

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

_____:

RailTel Corporation of India Limited:

By_____

Name:

Title:

By_____

Name:

Title:

Witnesses

Annexure-6: EMD (as BG) Format

EMD BANK GUARANTEE FORMAT

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

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

_____ [name of country] having our registered office at

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

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

THE CONDITIONS of this obligation are:

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

or

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

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

or

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

or

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

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

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

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

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

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

Annexure-7: Surety Bond for BID Security

. No..... Dated:.....

1. In consideration of you, **, (hereinafter referred to as the "RCIL", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the BID of (a company registered under Companies Act, 1956/2013) and having its registered office at New Delhi (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the** ** Project on (Hereinafter referred to as "the Project") pursuant to the RFP Document dated Issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the **Surety Insurer**) having our registered office at and one of its branches at(hereinafter referred to as the "**Surety Insurer**"), at the request of the Bidder, do hereby in terms of Clause no. *****of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the "RCIL" an amount of Rs. ** ** (Rs. ** **only) (hereinafter referred to as the "Surety Bond")") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the "RCIL" stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the **Surety Insurer**.

4. We, the **Surety Insurer**, do hereby unconditionally undertake to pay the amounts due and payable under this Surety Bond without any demur, reservation, recourse, contest or protestant without any reference to the Bidder or any other person and irrespective of whether the claim of the "RCIL" is disputed by the Bidder or not, merely on the first demand from the "RCIL" stating that the amount claimed is due to the "RCIL" by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its BID open during the BID validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the **Surety Insurer** under this Surety Bond.

However, our liability under this Surety Bond shall be restricted to an amount not exceeding Rs. ** *(Rupees** ** only).

5. This **Surety Bond** shall be irrevocable and remain in full force for a period of 210 (Two Hundred and Ten) days from the BID Due Date Inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the **Surety Insurer**, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.

6. We, the **Surety Insurer**, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

7. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the **Surety Insurer** or any absorption, merger or amalgamation of the Bidder or the **Surety Insurer** with any other person.

8. In order to give full effect to this Surety Bond, the Authority shall be entitled to treat the **Surety Insurer** as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the **Surety Insurer** under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the BIDs or the BID validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the **Surety Insurer** shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the **Surety Insurer** from its such liability.

9. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the **Surety Insurer** and sent by courier or by certified e-mail to the **Surety Insurer** at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name **Surety Insurer** along with branch address) and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the **Surety Insurer** and the Surety Bond herein contained shall be enforceable against the **Surety Insurer**, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the **Surety Insurer** hereunder, be outstanding or unrealised.

11. We, the **Surety Insurer**, further undertake not to revoke this Surety Bond during its currency except with the previous express consent of the Authority in writing.

12. The Bank **Surety Insurer** that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the **Surety Insurer**.

13. For the avoidance of doubt, the **Surety Insurer's** liability under this **Surety Bond** shall be restricted to Rs. *** crore (Rupees *** *** crore only). The **Surety Insurer** shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the **Surety Insurer** in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 180 days after the BID Due Date)].

14. This Surety Bond shall also be operatable at our Branch at New Delhi, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

15. The Insurance Surety Bond shall be verified from the branch concerned/ specific portal created

for this purpose.

Signed and sealed this day of, 20.....at
..... SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature) (Name) (Designation) (Code Number) (Address)

NOTES:

i. The Surety Bond should contain the name, designation and code number of the officer(s) signing the Surety Bond.

The address, telephone number and other details of the head office of the insurance company as well as of issuing branch should be mentioned on the covering letter of issuing branch

Insurance Surety Bond for Performance Security

RailTel Corporation of India limited (Address)

Date:.....

Name of the issuer of surety bond

Surety Bond No:..... Issue

Date:..... Amount of

Bond:..... Expiry

Date:.....

WHEREAS:

(A) ----- (name and address of contractor) (herein after called the contractor) and (name and address of RCIL) have entered into an agreement (herein after called the “ agreement”) for the - ----- (name of work) subject to and in accordance with the provision of the agreement.

(B) The agreement requires the contractor to furnish a Performance Security for due and faithful performance of its obligation, under and in accordance with the agreement/contract/Purchase order, during the (project duration/warranty period/AMC period)(as defined in the contract/agreement) in as sum of Rs.-----) (Rupees ----- crore only) (The SURETY BOND Amount).

(C) We, ----- through our branch at ----- (surety Insurer) have agreed to furnish the guarantee (herein after called the surety Bond)by way of Performance Guarantee.

WHEREAS, we , (Name of insurance company) hereinafter called the Surety, acting through [Designation(s) of the authorised person of the Surety), have, at the request of the M/s. XXXX contractor, agreed to give Bond for performance security/ additional performance security as hereinafter contained:

1. KNOW ALL MEN by these present that I/We, the undersigned [Insert name(s) of authorized representatives of the Surety), being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of XXXX (Rupees XXXX Only) as above stated.

2. The Surety undertakes to immediately pay on presentation of demand by the RailTel any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the RailTel on the Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court, tribunal, arbitration or any authority or any threatened litigation by the contractor or Bank.

3. On payment of any amount less than aforementioned full amount, as per demand of the RailTel, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the RailTel.

4. The Surety shall pay the amount as demanded immediately on presentation of the demand by RailTel without any reference to the contractor and without the RailTel being required to show grounds or give reasons for its demand or the amount demanded.

5. The Surety Bond shall be unconditional and irrevocable.

6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or

in the constitution of the Contractor.

7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the RailTel and the Contractor, will in any way release us from the liability under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.

8. This Bond is valid and effective from the date of its issue, which is [insert date of issue). The Bond and our obligations under it will expire on XXXX (Expiry Date). All demands for payment under the Bond must be received by us on or before that date.

9. The Surety agrees that the Railways right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the RailTel or the Bond is released by RailTel before the Expiry date.

10. The Surety agrees that its obligation to pay any amount demanded by the RailTel before the expiry of this Bond will continue until the amount demanded has been paid in full.

11. The expressions Surety and RailTel hereinbefore used shall include their respective successors, administrators and assigns.

12. The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the RailTel. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.

13. We, the Surety Insurer, further agree that the Railtel shall be the sole judge to decide as to whether the contractor is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the RFP Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the RailTel and the contractor or any dispute pending before any Court, tribunal, arbitrator or any other authority.

14. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the RailTel available with the RailTel. The Surety, under this Bond, shall be deemed as Principal Debtor of the RailTel.

Notwithstanding anything to the contrary contained in these presents,

a. Our liability under this Surety Bond shall not exceed XXXX (Rupees XXXXX Only).

b. This Surety Bond shall be valid up to XXXX (being the date of expiry);

c. Unless the Insurance Company is served a written claim or demand on or before XXXX [date of expiry) all rights under this Bond shall be forfeited and the Surety shall be relieved and discharged from all liabilities under this Bond irrespective of whether or not the original Surety bond is returned to the Surety.

Dated____the day of 2024

15. The Insurance Surety Bond shall be verified by sending mail to [customer.care@sbigeneral.in]

Place.....

Bank's Seal and authorized signature(s)
[Name in Block letters]

.....

[Designation with Code No.).....

[P/Attorney] No.

Witness

1.

2.

Annexure-8: Price Bid Format

Annexure D Financial Bid Format						
S. No.	Detailed Description of Activity	Amount (in Rs)	GST (in Rs)	Total (in Rs)	Value in Words	Remarks
A	B	C	D	E	F	
1	Component 1: A dedicated cage environment in the DC and DR center of the bidder for hosting CoR 's existing IT infrastructure I equipment (Details in Annexure A). The bidder shall engage in migration of CoR 's existing IT infrastructure (DC @ New Delhi and DR @ Hyderabad) to the bidder's DC and DR site (Details in Annexure A)			X1		One Time Payment
2	Component 2: The bidder shall provide a dedicated Managed Security Operations Centre (SOC) for CoR, and Managed Operations and Maintenance of the CoR 's IT equipment/Infrastructure (The bidder is required to quote the price for 60 months, payable on an equal monthly basis based on the performance certificate issued by CoR. The charges include, without being limited to, bandwidth charges.)			X2 (5 YearTotal)		Monthly Payment
	The data center shall be equipped with the security apparatus as outlined in Annexure B and Annexure C. All such equipment and solutions shall be installed and commissioned by the bidder.			X3		One Time payment for items in Annexure B and C
3	Total value of Contract (X)			X = X1 + X2 + X3		Value for the purpose of Final Bid Evaluation

Note:

1. L1 will be evaluated by the sum total of the values (X1, X2, X3) quoted in above format i.e.X.

2. For Annexures ref. end customer RFP

Annexure-9: Non-Disclosure Undertaking (NDU) Format

To,
RailTel Corporation of India Limited
Plate-A, 6th Floor, Office Block Tower-2,
East Kidwai Nagar, New Delhi-110023
(Hereinafter referred to as "RailTel" or "Disclosing Party" "Tender Floating Agency")

We, _____(CIN: _____), a company duly incorporated under the Companies Act, 1956 and having its registered office at _____ (hereinafter referred to as the "Bidder/Receiving Party", which expression shall, unless repugnant to or inconsistent with the context or meaning thereof mean and include its successors and permitted assigns), do hereby solemnly declare and state as follows:-

1. We are the Bidders/Prospective Bidders for the EOI floated by RailTel for Establishment and Managed Operations of IT Infrastructure(DC & DR)" for end customer organization.
2. We are well aware that the said tender relates to for procurement of services and equipment for end customer. Hence, being a prospective bidder, we agree and acknowledge that it becomes imperative on our part to maintain utmost confidentiality in relation to said tender.
3. We undertake that any information relating to said tender (hereinafter referred to as the Confidential Information) which is or will be disclosed/ divulged by RailTel as a Disclosing Party to us, will be received and treated by us as strictly confidential and we shall not, without the prior written consent of the RailTel or as expressly permitted herein, disclose or make available to any other person such information.
4. We agree and undertake that we shall use any such information relating to said tender only for the purpose of bidding in the tender and will not use for any other purpose whatsoever.
5. We further undertake that we will disclose such Confidential Information to our employees or Representatives only on a strict "need to know" basis, for the sole purpose of preparation and submission of our Bid subject to such employee or representative being bound by the confidentiality obligation hereunder. We shall be responsible for any breach of the terms of this Undertaking by us or by any of our employees or Representatives.
6. We undertake that we shall exercise no lesser security or degree of care than we apply to our own Confidential Information of an equivalent nature, but in any event not less than the degree of care which a reasonable person with knowledge of the confidential nature of the information would exercise.
7. We shall ensure that all such Confidential Information is kept safe and secured at all times and is protected from unauthorised access, use, dissemination, copying, theft or leakage.
8. We undertake that we shall at no time, discuss with any person, other than as permitted under this Undertaking, the Confidential Information, or any other matter in connection with, or arising out of, the discussions or negotiations in relation to the Bid Process.
9. Without prejudice to any other rights or remedies that RailTel may have, we agree and acknowledge that in the event of a breach or threatened breach of the provisions of this Undertaking, money or damages may not be an adequate remedy for a breach of any of the provisions of this Undertaking and it is reasonable that the RailTel, in addition to any other relief or remedy that it may have, shall also be entitled to the injunctive relief, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Undertaking.
10. In case any loss or damages are incurred by RailTel owing to any breach or threatened breach by us, we undertake to hold RailTel harmless and indemnify in full to RailTel for any such loss.
11. We hereby represents and warrants that we have the requisite power and authority to execute, deliver and perform its obligations under this Undertaking.
12. The terms and conditions of this Undertaking shall inure to the benefit of and be binding upon the successors and permitted assigns of the Parties. The obligations under this Undertaking shall not be assigned or otherwise transferred in whole or in part by either party without the prior written consent of the other parties.
13. The obligation relating to confidentiality under this undertaking shall survive even after award of the project and successful completion of project.

For and on behalf of
Authorised Signatory

Annexure-10: Pre-Bid Agreement(Format)

Pre Bid Agreement

This Pre-Bid Agreement (the "**Agreement**") is made at New Delhi on this ____ day of _____ 2025.

BETWEEN

M/s. RailTel Corporation Of India Limited, (CIN: L64202DL2000GOI107905) a company registered under the Companies Act 1956, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower-2, East Kidwai Nagar, New Delhi India – 110 023 (hereinafter referred to as "**RailTel**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **FIRST PART.**

AND

M/s _____, (CIN: _____) a company registered under the Companies Act 1956, having its registered and corporate office at _____ (hereinafter referred to as "**_____**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **SECOND PART.**

RailTel and _____, shall be hereinafter individually referred to as "**Party**" and collectively as "**Parties.**"

WHEREAS,

- A) RailTel is a "Nav Ratna" CPSU of Ministry of Railways, having its OFC laid along Railway track of Indian Railways having its OFC backbone and associated transport and network infrastructure to provide carrier class telecom services. RailTel has Unified License issued by DoT to provide a range of telecom services. RailTel also has two tier III certified data centres at Secundrabad and Gurugram. RailTel has created a slew of digital services like cloud, hosting, hosted Video Conferencing service, Aadhar Services, Content delivery platform, WiFi as a service etc. RailTel has strong capabilities in managing telecom infrastructure, MPLS network

infrastructure, data centre services like IaaS (Infrastructure as a Service) and PaaS (Platform as a Service).

B) **Whereas** **Party** **2** **is**

_____hereinafter referred as ____/**End Customer** has invited bids vide its tender No. _____ ("said RFP") for "_____" as per the details more particularly specified under the said RFP read along with the Corrigendum's issued thereafter (hereinafter referred to as "the said Project / tender");

C) RailTel is in the process of participating in the tender issued by _____ and based on the representation of "_____" that "_____" has read the Tender and has understood the contents thereof and that "_____" has sufficient experience to execute the said Project, the Parties have mutually decided to form a "Business association on back to back basis" wherein RailTel shall act as the "Bidder" and "_____" shall act as the "business associate on back to back basis" for the said Project in terms of the said Tender and accordance to the terms agreed hereunder;

D) Party hereby acknowledges that RCIL has received Rs. _____ /-(Rs. _____) from _____ as EMD as per the Terms and conditions of EOI No: _____.

E) The Parties are thus entering into this Agreement to record the terms and conditions of their understanding and the matters connected therewith.

RailTel has agreed to extend all the necessary and required support to "_____" during the entire contract period.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein it is hereby agreed by and between the Parties hereto as under:

1. SCOPE OF CO-OPERATION

- 1.1. Parties have agreed to form a "back to back business association" to co-operate with each other on an exclusive basis with respect to execution of the said Project. The responsibilities of RailTel, will be program management and the responsibility of "_____" will be for the Project execution including design, Quality Assurance, supply, installation, commissioning, testing, training and operations and maintenance.
- 1.2. It has been further agreed between the Parties that Parties shall not bid individually for the said Project nor shall they enter into any arrangement with other parties for the purpose of bidding for the said Project during the validity of this Agreement.
- 1.3. The Parties also agree that the terms of the said RFP along with the Corrigendum's issued thereafter shall apply mutatis-mutandis to this Agreement.
- 1.4. The Parties further agree that they shall, enter into a 'Definitive Agreement' containing elaborate terms and conditions, role and responsibilities and respective scope of work of this Agreement after declaration of RailTel as the successful bidder of the said Project.
- 1.5. RailTel shall pay the earnest money deposit and performance bank guarantee to _____ and accordingly "_____" shall submit earnest money deposit and performance bank guarantee to the extent of back to back basis to RailTel.

2. TERM AND TERMINATION

- 2.1. This Agreement shall come into force as of the date of signing and shall continue to be in full force and effect till the complete discharge of all obligations, concerning the carrying out of the said Project, except terminated earlier by the Parties in terms of this Agreement or in terms of the said project, whichever is applicable.
- 2.2. This Agreement can be terminated by either Parties forthwith in the event of happening of the following events:

(a) _____ announces or notifies the cancellation of the said Project and / or withdrawing the said RFP.

(b) The receipt of an official communication that _____ chooses not to proceed with RailTel for the said Project or RailTel is not short listed by _____.

(c) Material breach of any of the terms and conditions of this Agreement by either of the Parties and the same is not rectified by the defaulting Party beyond 15 (fifteen) days (or a reasonable time period as mentioned under the notice issued by the other Party) from the date of receipt of notice from the other Party to cure the said breach.

2.3. Parties agree and understand that as of the execution of this Agreement they are contractually bound and obligated to perform the services, obligations and the scope of work entrusted, should RailTel be declared as the successful bidder of the said Project. Any Party shall not withdraw its participation subsequent to execution of this Agreement, at any point in time except in case of material breach of any of the terms of the Agreement.

2.4. In case any of the "_____" breach the terms of Agreement i.e. defaulting party in such case the balance unsupplied quantity or service shall be completed by RailTel i.e. non-defaulting party and cost for completion of that balance unsupplied quantity or service of such defaulting party shall be executed by RailTel at the risk and cost of such defaulting party.

3. Liability:

It is understood that the parties are entering into this pre-bid teaming agreement for requirement of submission of bid for _____ tender No. _____ ("said RFP"). Parties acknowledge and agree that "_____ " shall be completely liable for the successful execution of this project, i.e 100% execution of the project on back to back basis. Accordingly, it is agreed that notwithstanding anything contained in the Tender document, "_____ " shall be liable to RailTel on back to back basis with regard to obligation and liability to complete the whole scope of work as defined in the tender document and all its corrigendum's.

4. EXCLUSIVITY

Parties agree to co-operate with each other for the purpose of the said Project on an exclusive basis with respect to applying for, submitting and execution of the said Project including providing of technical demo, proof of concept.

5. PAYMENT TERMS

The payment terms between the parties shall be on a back-to-back basis on receipt of payment from customer.

6. TAXES

Parties agrees that they will comply with the Income Tax Act 1961 in force from time to time and pay Indian Income Tax, as may be imposed / levied on them by the Income Tax Authorities, for the payments received by them for the Project under this agreement and any other taxes, cess, surcharge, etc. for their respective scope of works;

7. INDEMNIFICATION

7.1 Parties agree to and undertake to indemnify and hold each other, its officers, directors, agents and employees harmless, from and against any and all claims, demands, causes of action, losses, damages, costs and expenses (including attorney's reasonable fees, costs of investigation and defence) arising out of or resulting from any claim, action or other proceeding (including any proceeding by any of the indemnifying party's employees, agents or contractors) based upon:

- i. any breach or contravention of any of the terms, conditions, covenants of this Agreement by the Party;
- ii. Unethical business practices;
- iii. any acts or omission of the Party and/ or any of its employees, agents or contractors, and the liability for damages to property arising from or out of party operations in connection with the performance of this agreement;
- iv. any claim for taxes that might arise or be imposed due to this performance of Services hereunder;
- v. any representation or warranty or information furnished by the Party being found to be false;

- vi. Parties failure to pay all applicable compensation to its respective personnel;
- vii. death or personal injury to any person;
- viii. destruction or damage to any property by acts or omissions of either Party, its representatives or personnel;
- ix. any violation/non-compliance by the Party with any applicable laws governmental regulations or orders;
- x. any third party liability;
- xi. improper handling or misuse of the Confidential Information of the Party(ies) by the Party

7.2 _____ shall be liable to all risks and consequences (including the risk of payments) suffered in the performance of services under the Project and undertakes to indemnify RailTel from and against any non payments, recoveries and claim from _____ or any other cost or losses incurred due to default/non performance on part of _____.

8. COMPLIANCES TO STATUTORY OBLIGATIONS

- 8.1. Parties shall also obtain and keep in place necessary insurance policies, medicaid policies, group insurance schemes of adequate value to cover their workmen, supervisors, etc. with regard to any accidents, injury or the liability under the Employee Compensation Act.
- 8.2. Parties shall observe and be responsible for the compliance of all labour laws (including labour cess) as per government notifications and shall maintain necessary records for the same and shall submit the same to RailTel when so required.
- 8.3. Parties shall duly maintain all records / registers required to be maintained by them under various labour laws mentioned above and shall produce the same before the concerned Statutory Authorities whenever required and called upon to do so.

9. LEGAL STATUS

This Agreement constitutes a contractual relationship and shall relate solely to the Project and shall not extend to other activities or be construed to create a corporation, body corporate, partnership or any other form of legal entity.

10. REPRESENTATIONS AND COVENANTS

10.1. Each Party represents and warrants to the other Party as follows:

- 10.1.1. That it has full capacity, power and authority and has obtained all requisite consents and approvals to, enter into and to observe and perform this Agreement and to consummate the transactions contemplated hereunder. Each of the Persons / personnel executing this Agreement on behalf of the each of the Parties have full capacity and authority to sign and execute this Agreement on behalf of the respective Parties;
- 10.1.2. The execution, delivery and consummation of, and the performance by it, of this Agreement shall not conflict with, violate, result in or constitute a breach of or a default under, (a) any contract by which it or any of its assets or properties, are bound or affected, and/or (b) its constitutional documents;
- 10.1.3. This Agreement constitutes its legal, valid and binding obligations, enforceable against it, in accordance with their terms under Applicable Statutory Law(s);
- 10.1.4. It has the right, authority and title to execute this Agreement;

11. SUBCONTRACTING BETWEEN PARTIES

11.1 If a Party subcontracts certain supplies or services pertaining to its scope of work to the other party, then the resulting relationship between such parties shall be governed by a separate subcontract. This Agreement shall not in any way be affected thereby except as stated otherwise in this Agreement.

11.2 For any sub-contracting made by RailTel first offer shall be given to "_____" if rejected by "_____" in such case RailTel at its sole discretion may give this sub-contract to any of the third parties as RailTel desires.

12. GOVERNING LAW AND JURISDICTION

The construction, validity and performance of this Agreement shall be governed in all respects by the Laws of India. The Parties hereby submit to the exclusive jurisdiction of the courts at Delhi only.

13. GOOD FAITH NEGOTIATION AND DISPUTE RESOLUTION

"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.

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.

"For this purpose, RailTel will share to the other party, panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The other Party will suggest any 3 names out of the said panel for appointment as sole arbitrator. Thereafter, out of the said three names so suggested by the other Party, RailTel shall appoint the sole arbitrator. 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 the cost of arbitration shall be borne equally between the parties".

14. FORCE MAJEURE

"Force Majeure Event" shall mean any event beyond the reasonable control of the affected Party including acts of God, fires, earthquakes, strikes, pandemic, epidemics, lock down, and labor disputes, acts of war or terrorism, civil unrest, economic and financial sanctions, or acts or omissions of any Governmental Authority occurring on or after the Signature Date.

No Party shall be liable to the other if, and to the extent, that the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with, due to a Force Majeure Event.

The Party affected by Force Majeure Event shall promptly inform the other Party in writing and shall furnish within 30 (thirty) days thereafter, sufficient proof of the occurrence and expected duration of such Force Majeure Event. The Party affected by Force Majeure Event shall also use all reasonable endeavours to mitigate the negative effects of such Force Majeure Event on such Party's ability to perform its contractual obligations. In the event of a Force Majeure Event, the Parties shall immediately consult with each other in order to find an equitable solution and shall use all reasonable endeavours to minimise the consequences of such Force Majeure Event.

The occurrence of a Force Majeure Event shall however, not relieve a Party of any obligation to pay any sum due under this Agreement prior to the occurrence of the Force Majeure Event.

If the Force Majeure lasts for more than 6 (six) months, the Parties may mutually decide in writing on the future course of action with respect to this Agreement.

15. INTELLECTUAL PROPERTY RIGHTS

15.1. Each Party shall remain the sole owner of all industrial or intellectual property rights, Technical Data, Know-How, designs, specifications and the like, generated or acquired before the signature, or beyond the scope of this agreement.

15.2. Each Party shall remain the sole owner of all industrial or intellectual property rights, technical data, know-how, design specifications and the like generated solely by that Party during the course of the performance of this agreement and shall not be free to use it by the other party and if the other party uses that intellectual property rights prior permission shall be taken with paying necessary fees for such rights.

15.3. In case of joint development, the work-share and associated ownership of intellectual property of each Party shall be mutually agreed upon and defined in advance in the definitive agreement for the specific program. However, should any invention be jointly made by the Parties in the performance of this agreement, without neither Party being in a position to reasonably claim the ownership of said intellectual property right, the said right shall be jointly owned by the Parties and the corresponding measures of protection for both Parties of the said right as may be practicable shall be mutually agreed by both Parties and cost for such registration of such right shall be borne by the parties proportionately as per the ownership of the rights.

15.4. As on date, Parties confirms that there are no infringements of any Intellectual Property Rights of the products contemplated under this agreement, in accordance with the laws prevailing in the country.

15.5. The Parties undertake and confirm that the Technology / Knowhow / Design owned by each of them and intended to be put into use for execution of various Projects pursuant to this agreement has been originally developed by each of such Parties. The Parties are entitled to all the Intellectual Property Rights in Technology / Knowhow / Design intended to be put into use for execution of various Projects and no third-party Intellectual Property Rights have been put into use either in their original or modified form without proper authorisation of such third party. The Parties further vouchsafes that the foregoing undertaking is actuated by truth and accuracy and no misrepresentation is being put into use for inducing each other to enter into this agreement.

16. CONFIDENTIALITY

16.1. During the term of this agreement, either party may receive or have access to technical information, as well as information about product plans and strategies, promotions, customers and related non-technical business information which the disclosing party considers to be confidential ("Confidential Information as per RFP tender document"). In the event Confidential Information is to be disclosed, the Confidential Information must be marked as confidential at the time of disclosure, or if disclosed orally but stated to be confidential, and be designated as confidential in writing by the disclosing party summarizing the Confidential Information disclosed and sent to the receiving party within thirty (30) days after such oral disclosure.

16.2. Confidential Information may be used by the receiving party only with respect to the performance of its obligations under this Agreement, and only by those employees of the receiving party and its subcontractors who have a need to know such information for purposes related to this Agreement, provided that such subcontractors have signed separate agreements containing substantially similar confidentiality provisions. The receiving party must protect the Confidential Information of the disclosing party by using the same degree of care to prevent the unauthorized use, dissemination or publication of such Confidential Information, as the receiving party uses to

protect its own confidential information of like nature.

16.3. The obligations is not applicable to any information which is:

16.3.1. Already known by the receiving party prior to disclosure;

16.3.2. Publicly available through no fault of the receiving party;

16.3.3. Rightfully received from a third party without being responsible for its confidentiality;

16.3.4. Disclosed by the disclosing party to a third party without being responsible for its Confidentiality on such third party;

16.3.5. Independently developed by the receiving party prior to or independent of the disclosure;

16.3.6. Disclosed under operation of law;

16.3.7. Disclosed by the receiving party with the disclosing party's prior written approval.

_____ 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

17. NOTICES

Notices, writings and other communications under this Agreement may be delivered by hand, by registered mail, by courier services or facsimile to the addresses as set out below:

To RailTel Corporation Of India Limited

To: RailTel Corporation of India Ltd

Kind Attn:

Address:

Tel No.:

Email:

To _____

To:

Kind Attn:

Address:

Mob. No.:

Email:

18. AMENDMENT

No amendment or modification or waiver of any provision of these presents, nor consent to any departure from the performance of any obligations contained herein, by any of the Parties hereto, shall in any event be valid and effective unless the same is in writing and signed by the Parties or their duly authorized representative especially empowered in this behalf and the same shall be effective only in respect of the specific instance and for the specific purpose for which it is given.

19. PRIOR UNDERSTANDING

This Agreement contains the entire Agreement between the Parties to this Agreement with respect to the subject matter of the Agreement, is intended as a final expression of such Parties' agreement with respect to such terms as are included in this Agreement is intended as a complete and exclusive statement of the terms of such agreement, and supersedes all negotiations, stipulations, understanding, Agreements, representations and warranties if

any, with respect to such subject matter, which precede or accompany the execution of this Agreement.

20. GENERAL

20.1. Binding Effect:

This Agreement shall be binding upon and inure to the benefit of the Parties here to and their respective legal successors.

20.2. Counterparts:

This Agreement may be executed simultaneously in 2 (two) counterparts, each of which shall be deemed to be original and all of which together shall constitute the same Agreement.

20.3. Non-Partnership:

20.3.1. This Agreement shall be on a principal-to-principal basis and shall not create any principal-agent relationship between the Parties.

20.3.2. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties or otherwise entitle either Party to have an authority to bind the other Party for any purpose.

20.4. Severability:

In the event any provision of this agreement is held invalid or un-enforceable by a court of competent jurisdiction, such provision shall be considered separately and such determination shall not invalidate the other provisions of this agreement and annexure/s which will be in full force and effect.

20.5. Waiver:

A failure by any Party to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent

time.

20.6. Time is of essence:

Time is the essence of this agreement and the Parties herein agree and acknowledge to abide by the same.

21. Miscellaneous

21.1. No Party to this agreement will have any rights or obligations arising from or in relation to this agreement in excess of those rights and obligations expressly declared herein.

21.2. No Party to this agreement is entitled to sell, assign or otherwise transfer any of its rights and/or obligations arising from or in relation to this agreement to any third party, without the prior written consent of the other Party of this agreement.

21.3. Each Party shall be solely responsible for its own actions or failures to act and for its own commitments and undertakings. Neither Party shall present itself as the representative or agent of the other Party, nor shall it have the power or the authority to commit the other Party, unless it receives the other Party's prior written consent.

21.4. No release shall be made by any Party to the news media or the general public relating to this agreement and/or the subject matter thereof without prior written approval of the other Party, which approval shall not be unreasonably withheld. The Parties further agree that news releases made by either of them shall recognize the participation and contributions of the other Party.

21.5. During the term of this agreement, each party shall refrain from taking any action or attempt to take any action with the intent of impairing or causing prejudice to the business relationship, whether existing or prospective that subsists between the other party and its customers and business partners. Each party shall also desist from inducing or influencing or attempting to induce or influence any customer or business partner, whether existing or

prospective of the other party, resulting into prejudice or detriment to business prospects of the other party.

Furthermore, Parties shall not compete with or cause detriment to the business prospects of each other by making use of confidential information, whether in its embodied or disembodied form, shared pursuant to this agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

For RailTel Corporation Of India Limited	For M/s _____
Authorised Signatory	Authorised Signatory
Name: Designation:	Name: Designation:

In Presence of witness:

Signature: _____
Name:
Address:

Signature: _____
Name:
Address: