

**RailTel Corporation of India Ltd**  
**(A Navratna PSU under Ministry of Railways)**



**NOTICE INVITING EXPRESSION OF INTEREST (EOI)**

**EOI No.: RailTel/EoI/COMKTG/BD/2025-26/Cube/02 Dated 30.Oct.2025**

**Selection of Partner for the Supply of Specialized Cuboids and other products as per  
Customized Packaging for onward Supplies, Installation and Training.**

**Issued by:**

**RailTel Corporation of India Ltd**

**Plate-A, 6<sup>th</sup> Floor, Office Block Tower-2, East**

**Kidwai Nagar, New Delhi – 110023,**

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**Fax No. +91-011-22900699**

**<https://www.railtelindia.com>**

### **Disclaimer**

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

### **Contact Details for this EOI :**

**For any query / clarification:**

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Plate-A, 6th Floor, Office Tower-2,  
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New Delhi-110023

## **SHORT EOI NOTICE & SCHEDULE OF EVENTS**

1	EOI Document Availability	Only for Empaneled Business partner/associates. EOI document available on website. However, the technical annexure will be issued post receipt of a signed NDA and payment of EMD by the authorized signatory of the interested partner. The hardcopy of signed NDA with proof of payment needs to be submitted in RailTel latest by <b>03-Nov-2025 (17:00 Hrs)</b> or before. NDA format enclosed at <b>Annexure-A of the EOI notice</b> .
2	Last date of submission of response to EOI Response	15:00 Hrs on 04-Nov-2025
3	Date & Time of Opening of EOI Response	15:30 Hrs on 04-Nov-2025
4	Mode of Submission of EOI Response	“Single stage” EOI with physical submission of sealed envelope containing both Technical Bid and Commercial Bid. The physical submission is to be done at the address as mentioned in this EOI notice. All interested partners may note that this is a ‘Single Packet Bid Submission’. EOI response submitted through any other mode will not be accepted.
5	Token EMD	Rs. 22,00,000/- (Twenty Two Lakhs) to be paid in the form of BG or transferred through RTGS in RailTel’s Account detailed as under:  Bank Name- STATE BANK OF INDIA Bank Account no: 00000044105658238 IFSC: SBIN0004079 MICR: 110002227  Account name: RailTel Corporation of India Ltd. Bank and branch Address: PALM COURT 6TH FLOOR, 214 MEHRAULI GURGAON RD., GURGAON, HARYANA
7	Validity of Bid	90 Days

**Note:** RailTel reserves the right to change the above dates at its discretion. It is the responsibility of the interested bidder to keep track of any Corrigenda/addenda issued by RailTel regarding the above-mentioned EOI.

## **1) About RailTel:**

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

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

## **2) Objective of EOI:**

The objective of EOI is to select a suitable partner having required capability and experience to act as an back-end partner for supply of items as mentioned in the scope. The selected partner shall provide the product complete with the items and meeting due specifications as per the end user requirements. Partner shall support RailTel in the aggregation, supply, logistics, training and maintenance of the products.

## **3) Scope of Work:**

RailTel invites bids from the eligible, competent and experienced healthcare products supplier(s) who are eligible for executing the scope of work as mentioned in the EOI and as per EOI Terms & Conditions for its end customer. The end customer requirement shall be on back-to-back basis for all terms & conditions with the selected partner as specified in the end customer enquiry/RFP. Qualified Bidder will be selected after finalization of the EOI. The qualified partners shall complete the entire scope of work within as per period mentioned in PO/Letter of Intent. The EOI contains three packages as detailed below:

### **3.1 Package -‘A’**

#### **3.1.1 Schedule of Requirements - List of items / services required is as follows:**

Name/Type of item/services/description of stores Qty. required

SI No.	Item	Specification	DOQ	Qty.
1.1	Cube	Complete Cube with Modules for 300 patients – includes diagnostics, trauma, minor OT, first aid, medications and RFID tracking. (Appendix-‘A’).	Each	1

### 3.1.2 Technical Details:

3.1.2.1 Technical details with technical parameters: Appendix-‘A’.

3.1.2.2 Requirement of training/on-job training: Yes

3.1.2.3 Requirement of installation/commissioning: Yes

3.1.2.4 Requirement of Factory Acceptance Trials (FAT), Harbor Acceptance Trials (HAT) and Sea Acceptance Trials (SAT): N/A

3.1.2.5 Nature of assistance required after completion of warranty: CAMC required upto 05 Years after warranty for sophisticated and Electro Medical Equipment.

3.1.2.6 Requirement of demonstration/eqpt. inspection at the time of Technical Evaluation: Yes

3.1.2.7 Location of Supply: Bangalore

3.1.3 Appendix-‘A’ (Note part of EOI Document): End customer document to be provided to partners only after signing of NDA and Payment of EMD.

## 3.2 Package -‘B’

3.2.1 Schedule of Requirements— List of items / services required is as follows:

SI No.	Item	Specification	DOQ	Qty.
1.1	Cube	Complete Cube with Modules for 300 patients – includes diagnostics, trauma, minor OT, first aid, medications and RFID tracking. (Appendix-B).	Each	1

### 3.2.2 Technical Details:

3.2.2.1 Technical details with technical parameters: Appendix-‘B’.

3.2.2.2 Requirement of training/on-job training: Yes

3.2.2.3 Requirement of installation/commissioning: Yes

3.2.2.4 Nature of assistance required after completion of warranty: CAMC required for 05 Years after expiry of warranty of 5 Yrs for non-expendable stores

3.2.2.5 Requirement of pre-site/ equipment inspection: Yes

3.2.2.6 Location of Supply: Ghaziabad

3.2.3 Appendix-‘B’ (Note part of EOI Document): End customer document to be provided to partners only after signing of NDA and Payment of EMD.

### 3.3 Package -‘C’

#### 3.3.1 Schedule of Requirements - List of items / services required is as follows:

Name/Type of item/services/description of stores Qty required

SI No.	Item	Specification	DOQ	Qty.
1.1	Cube	Complete Cube with Modules for 300 patients – includes diagnostics, trauma, minor OT, first aid, medications and RFID tracking. (Appendix-C).	Each	1

#### 3.3.2 Technical Details:

3.3.2.1 Technical details with technical parameters: Appendix-‘C’.

3.3.2.2 Requirement of training/on-job training: Yes

3.3.2.3 Requirement of installation/commissioning: Yes

3.3.2.4 Requirement of Factory Acceptance Trials (FAT), Harbor Acceptance Trails (HAT) and Sea Acceptance Trials (SAT): N/A

3.3.2.5 Nature of assistance required after completion of warranty: CAMC required upto 05 Years after warranty for sophisticated and Electro Medical Equipment.

3.3.2.6 Requirement of demonstration/eqpt. inspection at the time of Technical Evaluation: Yes

3.3.2.7 Location of Supply: Assam.

3.3.3 Appendix-‘C’ (Note part of EOI Document): End customer document to be provided to partners only after signing of NDA and Payment of EMD.

**Note:-** The detailed customer requirement is enclosed as Appendix-‘A’, ‘B’ & ‘C’ respectively for above packages which shall be provided only to partners after signing of NDA and payment of EMD. The order can be placed for one package or more depending upon winning of bid by RailTel.

#### 4) Eligibility Requirements:

The interested bidder should comply to below minimum requirements:

4.1 The bidder should be an existing empaneled partner/associate of RailTel.

4.2 Average Annual turnover of Rs. 3.75 Cr. for last 3 Years duly certified by CA to confirm sound financial status.

4.3 Manufacturer Agency Agreement i.e., Authorization letter, Dealership certificate from reputed manufacturers whose items will be supplied.

4.4 Copy of Supply Order of Rs. 4.50 Cr. (Single Order) or Rs. 3 Cr. (Two Order Each) or Rs. 2.25 Cr. (Three Order Each) issued for Cube/Medical Supply to vendor from reputed Firms/Govt/ Civil institutes.

- 4.5** PAN Card, IT returns, Income Tax clearance certificate for last 03 years audited by CA.
- 4.6** GST Certificates.
- 4.7** Affidavit on Rs. 100/- non judicial stamp paper clearly Stating the following:
- 4.7.1** Name and address of the proprietor of the Distribution Units.
- 4.7.2** Addresses of their business premises/ storage/ godown/warehouses, which will be shown to the inspecting team.
- 4.7.3** Non-encumbrance in terms of sales tax, income tax, vigilance inquiry/litigation and black listing by any Govt Organization.
- 4.8** An undertaking on Rs. 500 non judicial stamp paper to honor contractual obligations and self-certification regarding quality assurance protocol followed and undertaking that the Vendor has not been barred/ blacklisted with regards to business dealings of any pharmaceutical product by office of the DGAFMS or any Central/State Govt agency.
- 4.9** Malicious code certificate: Malicious code certificate: The seller should upload following certificate in the bid:
- 4.9.1** This is to certify that the hardware and software being offered as part of contract, does not contain embedded malicious code that would activate procedures to:
- Inhibit the desires and designed function of the equipment.
  - Cause physical damage to the user or equipment during the exploitation.
  - Tap information resident or transient in the equipment/ network.
- 4.9.2** The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.
- 4.10** 'No Conviction' self-certificate.

**Note:**

- 1) Consortium / JV participation is not allowed.
- 2) Selection of bidder shall be on L1 basis subject to meeting the technical requirement (as specified in Appendix-'A', 'B' & 'C' of Annexure-5).

**5) Proposal Preparation and Submission Cost**

The interested bidder is responsible for all costs incurred in connection with participation in this EOI process, including, but not limited to, cost incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, display of items, in providing any additional information required by RailTel to facilitate the evaluation process or all such activities related to the bid process. RailTel will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. This EOI document does not commit to award a contract or to engage in negotiations.

## **6) Amendment to EOI Document:**

At any time prior to the deadline for submission of bids, RailTel, may, for any reason can modify the EOI document by an amendment. All the amendments made in the document would be informed by displaying on RailTel's ([www.railtelindia.com](http://www.railtelindia.com)) website only. Interested bidders are advised to visit the RailTel website on a regular basis to check necessary updates. RailTel also reserves the right to amend the dates mentioned in this EOI for the bid process. RailTel may, at its discretion, extend the last date for receipt of EOI response.

## **7) Bid Validity Period:**

- 7.1 The bids of Interested bidders shall remain valid for 90 days from the date of submission of the EOI.
- 7.2 RailTel may request for an extension of the period of validity. The request and responses there to shall be made in writing through e-mail communication only.
- 7.3 Any bid received by RCIL after the deadline for submission of bids will be rejected and/or returned unopened to the bidder.

## **8) Right to Terminate the Process:**

RailTel may terminate the EOI process at any time without assigning any reason. RailTel makes no commitments, express or implied, that this process will result in a business transaction with anyone. This EOI does not constitute an offer by RailTel. The interested bidder's participation in this process may result in RailTel selecting the INTERESTED PARTNER to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by RailTel to execute a contract or to continue negotiations. RailTel may terminate negotiations at any time without assigning any reason.

## **9) Language of Bid:**

The bid prepared by the interested bidder and all correspondence and documents relating to the bids exchanged by the bidder and RailTel shall be written in English Language, provided that any printed literature furnished by the Bidder in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern. If any supporting documents submitted are in any language other than English, translation of the same in the English language is to be duly attested by the Authorised Signatory of the interested partner.

## **10) Submission of Bid:**

- 10.1 The interested bidder should consider any Corrigendum to this EOI document that may have been published before submitting their EOI response. The bid is to be submitted in the mode as



mentioned in this EOI document. EOI response submitted in any other mode will not be entertained.

- 10.2 Interested bidders in their own interest are advised to submit the EOI response well in time before the last date and hence to avoid any inconvenience at the last moment.
- 10.3 An Organization / Interested bidder can submit only 'One EOI Response'. Submission of multiple EOI Response by interested bidder(s) may lead to rejection of all of its bid.

#### **11) Rights to Accept / Reject any or all EOI Response:**

RailTel reserves the right to accept or reject any EOI Response, and to annul the bidding process and reject all Bids at any time prior to award of the Contract, without thereby incurring any liability to the affected interested bidder(s) / INTERESTED PARTNER, or any obligation to inform the affected Bidders of the ground for RailTel's action.

#### **12) Operational Clauses, Payment Terms and PBG:**

- 12.1 The bidder shall be issues an LOA / PO against each end user requirement only after receiving of the same to RailTel from end user on similar terms & conditions.
- 12.2 All Payment will be made only as per the end user payment terms and shall be paid within 5-7 working days after receiving of the same from end user to RailTel.
- 12.3 All SLA terms shall be in accordance with agreement between RailTel and end user.
- 12.4 Any penalty/deduction made by customer shall be passed on to the selected firm on actual basis.
- 12.5 On selection, the selected bidder has to furnish security deposit in the form of Performance Bank guarantee @5% of the total contract value of respective package within 7 days of issue of Letter of Acceptance (LOA) failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of LOA. This PBG should be from a Scheduled Bank and should be for a period of 62 months validity from the date of installation with one year of claim period beyond validity period. The performance Bank Guarantee will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.
- 12.6 In case where RailTel receives advance payment, the selected bidder can also avail advance from RailTel after submission of advance bank guarantee.
- 12.7 Bill Passing Authority is GM/BD and Bill Paying Authority is Corporate Office Finance or as decided at RailTel from time-to-time.

#### **13) Selection & Period of Engagement:**

- 13.1 Selection of bidder shall be on L1 basis subject to meeting the technical requirement (as specified in Appendix-'A', 'B' & 'C' of Annexure-5). A signed copy of the same needs to be submitted with the bid as a confirmation of meeting all technical requirements.

#### **14) Other Terms and Condition:**

1. Bidders are requested to quote their best commercial including all taxes/duties/charges.
2. Taxes shall be paid on actual at the time of payment.
3. The offer should be typewritten, and any correction or overwriting should be initialed. Total Rates should be indicated in words and figures.
4. A sealed offer in an envelope superscribing the tender enquiry number and due date of opening must be sent by Registered or Speed Post or dropped in the Tender Box specified for the purpose. Offers received after the specified date and time are liable to be rejected.
5. Printed conditions on the back side of the offers will be ignored.
6. RCIL shall have the right to terminate the contract by giving 30 days' notice without assigning any reasons thereof. However, in the event of any breach of terms of the contract, RCIL will have right to terminate the contract by written notice to the bidder.
7. RCIL may place the order in full or partial manner based on customer requirement.

#### **15) Restrictions on 'Transfer of Agreement':**

The interested bidder shall not assign or transfer its right in any manner whatsoever under the contract / agreement to a third party or enter into any agreement for sub-contracting and/or partnership relating to any subject matter of the contract / agreement to any third party either in whole or in any part i.e. no sub-contracting / partnership / third party interest shall be created.

#### **16) Suspension, Revocation or Termination of Contract / Agreement:**

16.1. RailTel reserves the right to suspend the operation of the contract / agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities, in such a situation, RailTel shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the contract / agreement will not be a cause or ground for extension of the period of the contract / agreement and suspension period will be taken as period spent. During this period, no charges for the use of the facility of the selected partner shall be payable by RailTel.

16.2. RailTel may, without prejudice to any other remedy available for the breach of any conditions of agreements, by a written notice of Three (03) month issued to the selected partner, terminate/or suspend the contract / agreement under any of the following circumstances:

- a) The selected partner failing to perform any obligation(s) under the contract / agreement.
- b) The selected partner failing to rectify, within the time prescribed, any defect as may be pointed out by RailTel.
- c) Non adherence to Service Level Agreements (SLA) which RailTel has committed to client for the pertinent work.
- d) The selected partner going into liquidation or ordered to be wound up by competent authority.

- e) If the selected partner is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to RailTel in writing. RailTel may either decide to issue a termination notice or to continue the agreement by suitable modifying the conditions, as it feels fit under the circumstances.
- f) It shall be the responsibility of the selected partner to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of contract / agreement is pending and if the Quality of Performance of Solution is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of selected partner.
- g) Breach of non-fulfillment of contract / agreement conditions may come to the notice of RailTel through complaints or as a result of the regular monitoring. Wherever considered appropriate RailTel may conduct an inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the successful bidder or not. The selected partner shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry. In case of default by the selected partner in successful implementation and thereafter maintenance of services / works as per the conditions mentioned in this EOI document, the amount of pending/future payments of selected partner available with RailTel can be forfeited at sole discretion of RailTel.

#### **17) Dispute Settlement:**

In case of any dispute concerning the contract/agreement, both the selected partner and RailTel shall try to settle the same amicably through mutual discussion/negotiations. Any unsettled dispute shall be settled in terms of the Indian Act of Arbitration and Conciliation 1996 or any amendment thereof. The place of Arbitration shall be New Delhi. All arbitration proceedings shall be conducted in English.

#### **18) Governing Laws:**

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

#### **19) Statutory Compliance:**

19.1. During the tenure of this Contract nothing shall be done by selected partner in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof and shall keep RailTel indemnified in this regard.

19.2. The Bidder shall comply and ensure strict compliance by his/her employees and agents of all applicable Central, State, Municipal and Local laws and Regulations and undertake to indemnify RailTel, from and against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule, including but not limited to the claims against RailTel or its Customer under Employees Compensation Act, 1923, The Employees Provident Fund and Miscellaneous

Provisions Act, 1952, The Contract Labour (Abolition and Regulation) Act 1970, Factories Act, 1948, Minimum Wages Act and Regulations, Shop and Establishment Act and Labour Laws or any other applicable law as the case may be including any amended/modified or any new act if it comes in force whatsoever, and all actions claim and demand arising therefrom and/or related thereto.

**20) Intellectual Property Rights:**

- 20.1 Each party i.e. RailTel and selected partner, acknowledges and agree that the other party retains exclusive ownership and rights in its trade secrets, inventions, copyrights, and other intellectual property and any hardware provided by such party in relation to this contract / agreement.
- 20.2 Neither party shall remove or misuse or modify any copyright, trade mark or any other proprietary right of the other party which is known by virtue of this EoI and subsequent contract in any circumstances.

**21) Force Majeure:**

21.1. If during the contract period, the performance in whole or in part, by other party, of any obligation under this is prevented or delayed by reason beyond the control of the parties including war, hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the parties), fire, floods, earthquakes, natural calamities or any act of GOD (hereinafter referred to as EVENT) , provided notice of happenings of any such event is given by the affected party to the other, within twenty one (21) days from the date of occurrence thereof, neither party shall have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided service under this contract shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.

21.2. In the event of a Force Majeure, the affected party will be excused from performance during the existence of the force Majeure. When a Force Majeure occurs, the affected party after notifying the other party will attempt to mitigate the effect of the Force Majeure as much as possible. If such delaying cause shall continue for more than sixty (60) days from the date of the notice stated above, the party injured by the inability of the other to perform shall have the right, upon written notice of thirty (30) days to the other party, to terminate this contract. Neither party shall be liable for any breach, claims, and damages against the other, in respect of non-performance or delay in performance as a result of Force Majeure leading to such termination.

**22) Indemnity:**

22.1. The INTERESTED BIDDER agrees to indemnify and hold harmless RailTel, its officers, employees and agents (each an “Indemnified Party”) promptly upon demand at any time and from time to time, from

and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from :

- a) Any mis-statement or any breach of any representation or warranty made by INTERESTED BIDDER or
- b) The failure by the INTERESTED BIDDER to fulfill any covenant or condition contained in this contract by any employee or agent of the Bidder. Against all losses or damages arising from claims by third Parties that any Deliverables (or the access, use or other rights thereto), created by INTERESTED BIDDER pursuant to this contract, or any equipment, software, information, methods of operation or other intellectual property created by INTERESTED BIDDER pursuant to this contract, or the SLAs (i) infringes a copyright, trade mark, trade design enforceable in India, (ii) infringes a patent issues in India, or (iii) constitutes misappropriation or unlawful disclosure or used of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); or
- c) Any compensation / claim or proceeding by ECT or any third party against RailTel arising out of any act, deed or omission by the INTERESTED BIDDER or
- d) Claim filed by a workman or employee engaged by the INTERESTED BIDDER for carrying out work related to this agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

22.2. Any payment made under this contract to an indemnity or claim for breach of any provision of this contract shall include applicable taxes.

### **23) Limitation of Liability towards RailTel:**

23.1. The INTERESTED BIDDER liability under the contract shall be determined as per the Law in force for the time being. The INTERESTED BIDDER shall be liable to RailTel for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the INTERESTED BIDDER and its employees (*direct or indirect*), including loss caused to RailTel on account of defect in goods or deficiency in services on the part of INTERESTED BIDDER or his agents or any person / persons claiming through under said INTERESTED BIDDER, However, such liability of the INTERESTED BIDDER shall not exceed the total value of the contract.

23.2. This limit shall not apply to damages for bodily injury (including death) and damage to real estate property and tangible personal property for which the INTERESTED BIDDER is legally liable.

### **24) Confidentiality cum non-disclosure:**

24.1. The Receiving Party agrees that it will not disclose to third party/parties any information belonging to the Disclosing Party which is provided to it by the Disclosing Party before, during and after the

execution of this contract. All such information belonging to the Disclosing Party and provided to the Receiving Party shall be considered Confidential Information. Confidential Information includes prices, quotations, negotiated issues made before the execution of the contract, design and other related information. All information provided by Disclosing Party to the Receiving Party shall be considered confidential even if it is not conspicuously marked as confidential.

24.2. Notwithstanding the foregoing, neither Party shall have any obligations regarding non-use or non-disclosure of any confidential information which:

- a) Is already known to the receiving Party at the time of disclosure;
- b) Is or becomes part of the public domain without violation of the terms hereof;
- c) Is shown by conclusive documentary evidence to have been developed independently by the Receiving Party without violation of the terms hereof;
- d) Is received from a third party without similar restrictions and without violation of this or a similar contract.

24.3. The terms and conditions of this contract, and all annexes, attachments and amendments hereto and thereto shall be considered Confidential Information. No news release, public announcement, advertisement or publicity concerning this contract and/or its contents herein shall be made by either Party without the prior written approval of the other Party unless such disclosure or public announcement is required by applicable law.

24.4. Notwithstanding the above, information may be transmitted to governmental, judicial, regulatory authorities, if so, required by law. In such an event, the Disclosing Party shall inform the other party about the same within 30 (thirty) Days of such disclosure.

24.5. This Confidentiality and Non- Disclosure clause shall survive even after the expiry or termination of this contract.

## **25) Assignment:**

25.1. Neither this contract nor any of the rights, interests or obligations under this contract 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 contract will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

## **26) Insurance:**

26.1. The INTERESTED BIDDER agrees to take insurances to cover all the elements of the project under this EOI including but not limited to Manpower, Hardware, Software, etc.

## **27) Exit Management:**

### **27.1. Exit Management Purpose**

- a) This clause sets out the provision, which will apply during Exit Management period. The parties shall ensure that their respective associated entities carry out their respective obligation set out in this Exit Management Clause.
- b) The exit management period starts, in case of expiry of contract, at least 03 months prior to the date when the contract comes to an end or in case of termination contract, on the date when the notice of termination is sent to the INTERESTED BIDDER. The exit management period ends on the date agreed upon by RailTel or Three (03) months after the beginning of the exit management period, whichever is earlier.

27.2. Confidential Information, Security and Data: INTERESTED BIDDER will promptly, on the commencement of the exit management period, supply to RailTel or its nominated agencies the following *(if asked by RailTel in writing)* :

- a) Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to the project, project's customized source code *(if any)*; any other data and confidential information created as part of or is related to this contract;
- b) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RailTel and its nominated agencies, or its replacing vendor to carry out due diligence in order to transition the provision of the services to RailTel or its nominated agencies, or its replacing vendor (as the case may be).

## **28) Changes in Contract Agreement:**

28.1. No modification of the terms and conditions of the Contract Agreement shall be made except by written amendments signed by the both INTERESTED BIDDER and RailTel. However, RailTel reserves the right to change / modify / add terms & conditions as per the business requirement during the period of engagement with the selected bidder.

**EOI COVER LETTER**  
*(On Organization Letter Head)*

Date:

To,

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

**Ref : EOI No.: RailTel/EoI/COMKTG/BD/2025-26/Cube/02**

Dear Sir,

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

Signature of Authorised Signatory

Name

Designation



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

Date:

To,

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

**Ref : EOI No.: RailTel/EoI/COMKTG/BD/2025-26/Cube/02**

Dear Sir,

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

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

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

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

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

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

I hereby acknowledge that in the event of acceptance of my bid on above certificate and if the certificate is found to be false at any stage, the false certificate would be a ground for immediate termination of contract and further legal action in accordance with the Law.

Signature of Authorised Signatory  
Name Designation

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

Date:

To,

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

**Ref : EOI No.: RailTel/EoI/COMKTG/BD/2025-26/Cube/02**

Dear Sir,

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

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

I hereby acknowledge that in the event of acceptance of bid of M/s ..... on above undertaking and if the undertaking is found to be false at any stage, the false undertaking would be a ground for immediate termination of contract and further legal action in accordance with the Law, including but not limited to the encashment of Bank Guarantee and Performance Bank Guarantee (PBG), as available with RailTel, related to this EoI.

Signature of Authorised Signatory

Name

Designation

**PROFORMA FOR PERFORMANCE BANK GUARANTEE**

*(On Stamp Paper of ₹ One Hundred)*

To,

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

1. In consideration of the RailTel Corporation of India Limited (CIN : L64202DL2000GOI107905), having its registered office at Plate-A, 6<sup>th</sup> Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi – 110023 (herein after called “RailTel”) having agreed to exempt ..... (CIN : ..... ) having its registered office at ..... (hereinafter called “the said Contractor”) from the demand, under the terms and conditions of Purchase Order No. .... dated ..... made between RailTel and ..... for (hereinafter called “the said Agreement”) of security deposit for the due fulfilment by the said Contractor of the terms and condition contained in the said Agreement, or production of a Bank Guarantee for Rs. .... ( Rs. .... Only). We ..... (indicate the name and address and other particulars of the Bank) (hereinafter referred to as ‘the Bank’) at the request of ..... contractor do hereby undertake to pay RailTel an amount not exceeding Rs. .... ( Rs ..... Only) against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Agreement.

2. We, ..... the Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage by the said Contractor of any of terms or conditions contained in the said Agreement by reason of the Contractor’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs ..... ( Rs. .... Only).

3. We, ..... the Bank undertake to pay the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

4. We, ..... the Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid an its claims satisfied or discharged or till RailTel certifies that the terms and

conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before ..... . We shall be discharged from all liability under this Guarantee thereafter.

5. We, ..... the Bank further agree with the RailTel that the RailTel shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

This Guarantee will not be discharge due to the change in the constitution of the Bank or the Contractor.

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

Dated the ..... Day of ..... 2025 for ..... (Name of Bank)

In the presence of Witnesses:

1. Signature With Date

Name

2. Signature With Date

Name

**Note:** SFMS Report should be submitted alongwith Original copy of PBG.

BG advising message – IFN 760COV/ IFN 767COV via SFMS

To mandatorily send the Cover message at the time of BG issuance.

IFSC Code of ICICI Bank to be used (ICIC0000007).

Mention the unique reference (RAILTEL6103) in field 7037.

It may please be noted that the issuing bank while issuing/amending the BG, should ensure that the above information is correctly captured in the message i.e. IFN 760COV/ IFN 767COV.

**Commercial Bid Format**  
( On Organization Letter Head )

To,

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

**Ref : EOI No.: RailTel/EoI/COMKTG/BD/2025-26/Cube/02**

**The Commercials for Supply of the CUBE is as below:**

SN	Particulars	Quantity	Unit Price (INR)	GST %	Total Amount Incl. GST (INR)
1	Complete Cube with Modules for 300 Patients capacity – includes diagnostics, trauma, minor OT, first aid, medications and RFID tracking - As per items mentioned under Appendix-‘A’.	1 Unit			
2	Complete Cube with Modules for 300 Patients capacity – includes diagnostics, trauma, minor OT, first aid, medications and RFID tracking - As per items mentioned under Appendix-‘B’.	1 Unit			
3	Complete Cube with Modules for 300 Patients capacity – includes diagnostics, trauma, minor OT, first aid, medications and RFID tracking - As per items mentioned under Appendix-‘C’.	1 Unit			
4.	<b>Grand Total</b>				

**Grand Total (in words): Rupees: \_\_\_\_\_ only**

**B) Terms & Conditions:**

1. Taxes/Duties if any shall be charged extra.
2. Delivery – Charges shall be extra on actual as per place/site given by the customer.
3. All T&C as defined under the EOI.
4. The rates are for specific BOM as defined herewith.
5. **Signed copy of Appendix-‘A’, ‘B’ & ‘C’ to be submitted as an undertaking of compliance to all technical conditions.**

Signature of Authorised Signatory

Name

Designation

**Appendix-‘A’** (Note part of EOI Document):

End customer document to be provided to partners only after signing of NDA and Payment of EMD.

**Appendix-‘B’** (Note part of EOI Document):

End customer document to be provided to partners only after signing of NDA and Payment of EMD.

**Appendix-‘C’** (Note part of EOI Document):

End customer document to be provided to partners only after signing of NDA and Payment of EMD.

## Annexure A

*(To be on non-judicial stamp paper of the value of Rs. 100/- duly notarised)*

### Non-Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") is between

**RailTel Corporation of India Limited** (here in after referred as RailTel), a company incorporated 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-110023 and CIN: L64202DL2000GOI107905 (hereinafter referred to as "Disclosing Party")

And \_\_\_\_ <<Bidder Name>> \_\_\_\_, a company incorporated under the Companies Act 1956, with its principal place of business at \_\_ <<Partner City>> \_\_ and CIN: \_\_\_\_\_ (hereinafter referred to as "Receiving Party")

WHEREAS, in connection with a contemplated business relationship between Disclosing Party and Receiving Party, Disclosing Party desires to disclose to Receiving Party certain confidential or proprietary information ("Confidential Information") for the purpose of the Approved Purpose.

In consideration of the mutual agreements and covenants herein contained, the parties hereto agree as follows:

#### 1. Information

1.1. For purposes of this Agreement, "Confidential information" shall include all information or material that is related to the business of the Disclosing Party which

- (i) may derive economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and
- (ii) is the subject of efforts by Disclosing Party that are reasonable under the circumstances to maintain its secrecy and Classification including:
  - (a) information disclosed in tangible form clearly and conspicuously labeled or marked as Confidential, Classification , Proprietary or some similar warning;
  - (b) identifying any oral presentation or communication as confidential immediately before, during or after such oral presentation or communication; or
  - (c) otherwise treating such information as Confidential.

1.2. The provisions of clause 1.1 above shall not apply to the whole or any part of the Information to the extent that it is:

- (i) trivial or obvious;
- (ii) already in the other's possession other than as a result of a breach of this clause; or
- (iii) in the public domain.

1.3. For the purposes of this Agreement, Confidential Information would also include information (written or oral) including, but not limited to, drawings, drafts, sketches, designs, work-in-progress, information and details about products or concepts etc. that shall be disclosed to the Receiving Party for the Approved Purpose.

1.4. For the purposes of the Agreement, Confidential Information shall also include the list of items in Exhibit A.

#### 2. Approved Purpose

"Approved Purpose" shall mean "Selection of Partner for the Supply of Specialized Cuboids and other products as per Customized Packaging for onward Supplies, Installation and Training." having Scope of Work as described in the **EOI No.:** RailTel/EoI/COMKTG/BD/2025-26/Cube/02 Dated 30.Oct.2025 issued by RailTel.

### **3. Ownership of Confidential Information**

All Confidential Information disclosed by any party shall remain the property of such party. Nothing herein shall require the disclosure of any Confidential Information.

### **4. Use of Information and Disclosure**

The Receiving Party agrees to take reasonable care to safeguard the confidential nature of the foregoing Confidential Information, and such reasonable care shall not be less than the degree of care used to prevent disclosure of its own proprietary material.

Further:

- 4.1. Receiving Party shall use Confidential Information given by the Disclosing Party to Receiving Party hereunder only for purposes related to the Approved Purpose and not for its own use or the benefit of any third party.
- 4.2. Receiving Party will not, without the prior written consent of the Disclosing Party, disclose, give away, divulge, exchange or make known or available in any manner to any person, Disclosing Party, corporation or other entity (whether or not the Receiving Party receives any benefit there from) the Disclosing Party's Confidential Information or any information derived there from to any person other than a director, officer, employee, Receiving Party or other representative ("Authorized Person") who needs to know such Confidential Information in connection with the Services;
- 4.3. Receiving Party shall keep confidential all information (written or oral) concerning the business and affairs of the Disclosing Party that it shall have obtained or received as a result of the discussions leading up to or the entering into or performance of this Agreement (the "Confidential Information");
- 4.4. Receiving Party
  - (i) must receive and hold the Confidential Information in trust and in the strictest confidence;
  - (ii) must protect the Confidential Information from disclosure and in no event take any actions causing, or fail to take actions necessary in order to prevent, any Confidential Information to lose its character as Confidential Information and
  - (iii) must not use, reproduce, distribute, disclose or otherwise disseminate the Confidential Information except in connection with the Services. Any and all reproductions of the Confidential Information must prominently contain a "Confidentiality and/or Proprietary" Label;
- 4.5. Receiving Party shall be under no obligation if any Confidential Information:
  - (i) is or becomes part of the public domain other than by breach of this Agreement by Receiving Party;
  - (ii) is released to the public in writing by the Disclosing Party;
  - (iii) is developed by the Receiving Party independent of any Confidential Information;
  - (iv) is rightly received by Receiving Party from a third party; or
  - (v) is known to the Receiving Party prior to receipt hereunder and can verify such knowledge.

### **5. Return of Information**

Upon the written request of Disclosing Party or following the termination of this Agreement, Receiving Party shall return or destroy all Confidential Information of the Disclosing Party and any notes, correspondence, analyses, compilations, documents or other records containing Confidential Information, including all copies thereof, then in the possession of the Receiving Party or its representatives, except that a copy of such materials may be maintained by the legal counsel of the Receiving Party so long as such information is maintained as confidential pursuant to the terms of this Agreement. Any such return of Confidential Information shall not abrogate the continuing obligations of the Receiving Party under this Agreement.



## **6. Permitted disclosure**

- 6.1. The Receiving Party shall take all practical steps to keep the Disclosing Party's Confidential Information confidential and shall restrict access to the Confidential Information to those employees, agents and professional advisers to whom disclosure is necessary in pursuit of the Approved Purpose. Each Party shall inform all such employees, agents and professional advisers of the provisions of this Agreement and shall be responsible for ensuring compliance with the said provisions by all such employees, agents and professional advisers.
- 6.2. In the event that the Receiving Party is required by law or legal process to disclose the Disclosing Party's Confidential Information, the Receiving Party shall notify the Disclosing Party in writing prior to making such disclosure in order to facilitate seeking a protective order or other appropriate remedy from the proper authority; and that the Parties agree to cooperate with each other in seeking such court order or other remedy, and further agree that if the Receiving Party is not successful in obtaining such court order, it will furnish only that portion of the Confidential Information that is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

## **7. Term**

The term of the Agreement will remain in effect with the respect to any Confidential Information for the period of 5 year from the time of its disclosure.

## **8. Acknowledgements and Disclaimers**

- 8.1. All Confidential Information is provided "AS IS" and without any warranty, express, implied or otherwise, including but not limited to any warranties regarding its accuracy, completeness, performance or non-infringement of third-party rights or its merchantability or fitness for a particular purpose. Receiving Party must make its own assessment of the other party's Confidential Information and must satisfy itself as to its accuracy and completeness.
- 8.2. Disclosing Party is not obliged to enter into any further agreement or discussion with the Receiving Party or to refrain from entering into an agreement or discussion with a third party as a result of the entry into this Agreement.
- 8.3. Any reliance by the Receiving Party, or other person, on any Confidential Information is solely at its own risk.

## **9. Representations and Warranties**

- 9.1. The Disclosing Party warrants that it has all necessary rights to disclose lawfully the Confidential Information and the Confidential Information has not been provided in breach of any other agreement or arrangement with third parties.
- 9.2. Each party warrants that it is a corporation with full corporate power and authority to enter into and do all things necessary for the performance of this agreement. Each signatory to this agreement warrants that he or she is authorized to sign on behalf of the corporation for whom he or she acts.

## **10. Independent Contractor Status**

The parties agree that Receiving Party shall be an independent contractor and not an agent, employee or representative of Disclosing Party. Nothing in this Agreement will be deemed to create any joint venture, partnership or principal-agent relationship between Disclosing Party and Receiving Party, and neither will

hold itself out in its advertising or in any other manner which would indicate any such relationship with the other.

#### **11. No Publicity**

The Receiving Party agrees that it will not, without the prior written consent of the Disclosing Party, issue any press release or announcement or otherwise disclose the existence or nature of any discussions or negotiation with the Disclosing Party, this Agreement and the Services.

#### **12. No Assignment**

This Agreement may not be assigned by the Receiving Party without the prior written consent of the Disclosing Party, which consent shall not be unreasonably withheld. The Disclosing Party may assign its clients and obligations to any other person or Disclosing Party, and give a 30-day written notice to the Receiving Party prior to doing so.

#### **13. Severability**

If any provision of this Agreement shall be held invalid in a court of law, the remaining provisions shall be construed as if the invalid provision were not included in this Agreement.

#### **14. Waiver**

No failure or delay on the part of either party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any such right, power or privilege or of any other right, power or privilege operate as a waiver of any subsequent exercise thereof.

#### **15. No License**

By disclosing information or executing this agreement, the Disclosing Party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right to Receiving Party.

#### **16. Force Majeure**

If at any time during the existence of this contract, either Party is unable to perform whole or in part any obligation under this contract, because of war, hostility, military operations of any character, civil commissions, sabotage, quarantine restrictions, acts of Government, fire, floods, explosions, epidemics, strikes or other labor trouble embargoes and any other matter beyond human control/capability, then the date of any obligation shall be postponed during the time which such circumstances are operative.

#### **17. Governing Law; Dispute Resolution**

This Agreement shall be construed according to and governed by the Honorable Courts of New Delhi, India, without regard to the conflicts of laws or provisions thereof. All legal proceedings, including the rendering of any award, shall take place in New Delhi, India, which shall be the exclusive forum for resolving any dispute, controversy or claim arising out of or related in any manner to this Agreement.

All the disputes, differences, controversies / differences of opinions, breaches and violation arising from or related to the agreement arises out of this Agreement between parties then same shall be resolved by mutual discussions / reconciliations in good faith.

In the event, that any dispute or difference relating to the interpretation and application of the provisions

of this Contract is not settled amicably, the dispute shall escalate to arbitration to be conducted by sole arbitrator to be mutually nominated by the Parties. The proceedings shall be governed by the Arbitration and Conciliation Act, 1996 as amended. The language of the arbitration shall be English, and the arbitration venue will be New Delhi. The decision of the sole arbitrator shall be final and binding on the parties.

## **18. Injunctive Relief**

- 18.1. The Parties acknowledge that compliance with this Agreement is necessary to protect the goodwill and other proprietary interests of the Disclosing Party and that a breach of this Agreement will give rise to irreparable and continuing injury to the Disclosing Party which is not adequately compensable in monetary damages or at law. Accordingly, the Parties agree that the Disclosing Party may obtain injunctive and other equitable relief against the breach or threatened breach of the foregoing provisions, in addition to any other legal remedies that may be available under this Agreement. If the Disclosing Party shall make application to a court of competent jurisdiction for injunctive relief to enforce this Agreement, the Receiving Party waives, to the greatest extent permissible, any requirement that the Disclosing Party post bond or other security as a precondition to an injunction, whether temporary or permanent.
- 18.2. Each Party agrees that if the Receiving Party shall violate any of the obligations under this Agreement, the Disclosing Party shall be entitled to an accounting and repayment of all profits, compensation, commissions, remuneration, or other benefits that the Receiving Party or any third party given access to (or possession of) the Disclosing Party's Confidential Information, directly or indirectly, by the Receiving Party, directly or indirectly, has realized and/or may realize as a result of, growing out of, or in connection with such violation. These remedies shall be in addition to, and not in limitation of, any injunctive relief or other rights to which the Disclosing Party is or may be entitled at law, or in equity, or under this Agreement.
- 18.3. In the event either Party initiates action to enforce its rights hereunder, the prevailing party shall recover from the non-prevailing party its reasonable expenses, court costs, including taxed and untaxed costs, and reasonable attorneys' fees, whether suit be brought or not.

## **19. Electronic Signature**

### **19.1. Counterparts:**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. To expedite the process of entering into this Agreement, the parties agree that signed Transmitted Copies shall be deemed equivalent to original documents until such time as original documents are executed and delivered.

### **19.2. Notice:**

All notices under this Agreement shall be in writing and shall be deemed given:

- (a) when personally delivered; or
- (b) when sent by confirmed fax; or
- (c) when sent by confirmed e-mail; or
- (d) when sent by pre-paid first-class post to the address of the party set out in this Agreement or (if any) such address as such party last provided to the other by written notice.

## **20. Final Agreement**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both Parties.

## 21. Headings

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

The Parties have executed this Agreement on \_\_ Nov, 2025.

Signed for and on behalf of RailTel Corporation of India Limited:	Signed for and on behalf of ____ <<Bidder>> ____:
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____

**Witness-1:**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**Witness-2:**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

\*\*\*\*\*