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**RAILTEL CORPORATION OF INDIA LTD.
(A Navratna CPSE)**

Southern Region Office

6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road,
Prakash Nagar Metro Station,
Begumpet, Hyderabad – 500016

Corporate Office

Plate-A, 6th Floor, Office Tower2,
NBCC Building, East Kidwai Nagar, New Delhi-110023

www.railtel.in

Invitation for Expression of Interest
For

**“Selection of Backend Partner for implementing Enterprise Resource Planning (ERP) for MSIL
from empanelled Business Associates”**

EOI No: RailTel/SR/SC/Mktg/2025-26/EOI/033 Dt.06/11/2025

EOI NOTICE

RailTel Corporation of India Ltd.
6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road,
Prakash Nagar Metro Station,
Begumpet, Hyderabad – 500016

EXPRESSION OF INTEREST

EOI No RailTel/SR/SC/Mktg/2025-26/EOI/033 Dt.06/11/2025

RailTel Corporation of India Ltd., (hereafter referred to as RailTel) invites responses from RailTel System Integrator for exclusive PRE-BID TEAMING ARRANGEMENT for Engagement of an Agency for **“Selection of Backend Partner for implementing Enterprise Resource Planning (ERP) for MSIL from empanelled Business Associates”**.

The details are as under:

1	Date of EOI Floating	06/11/2025
2	Last date for submission of Bids against EOI	10/11/2025 09:30 hrs
3	Opening of Bids received against EOI	10/11/2025 09:45 hrs
4	Number of packets	Single Stage (Single Packet System)
5	EOI document cost inclusive tax (non-refundable)	Nil
6	Estimated Value of EOI	5,40,00,000/-
7	Portal for Submission of bids	https://railtel.eNivida.com
8	EOI EMD	Total EMD of Rs. 5,40,000/- to be submitted. Token EMD of Rs. 5,00,000/- to be submitted along with the EOI through eNivida portal. The balance EMD amount of Rs.40,000/- to be submitted before end customers bid submission date, in form of BG or Payment through NEFT/RTGS. In case of BG, for confirmation a separate advise should be sent through SFMS at SFMS IFN760COV RailTel Corporation of India Limited Account No: 327301010373007, IFSC Code: UBIN0805050, Bank Name: Union Bank of India, Branch address: Union Bank of India, RP Road Branch, Bungalow no 109, New No 1-7-252 to 254 Oxford Street, SD Road, Near Park Lane Center Secunderabad - 500003.

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

Partner needs to share copy in case of EMD in form of BG & in case of online payment partner to share transfer details like UTR No. date and Bank along with the proposal.

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

Level:1 Contact: Smt. Sneha Tripathi Position: Sr. Manager/IT & Mktg/SR
Email: sneha.sinha@railtelindia.com Contact: +91- 7093604576

Level:2 Contact: Sh. Rajneesh Ranjan, Position: AGM/Mktg/SR
Email: rranjan@railtelindia.com Contact: +91- 9007041223



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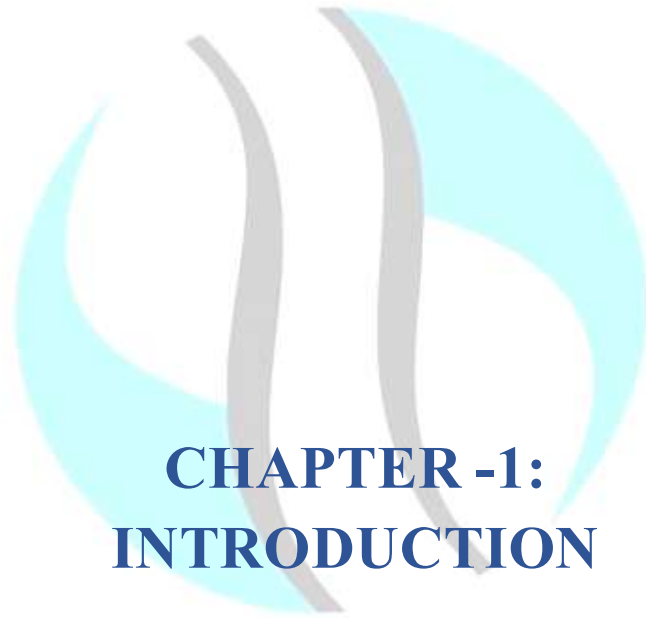
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SPECIAL CONDITIONS OF EOI

1. The EOI response is invited from RailTel's Empanelled Partners only.
2. Responsibility of getting valid Letter of Empanelment from RailTel will be responsibility of Partner before finalization of this EoI. LoA / PO / Work Order will only be issued on submission of valid letter of empanelment from RailTel.
3. Partners are required to submit soft copy of response through Online on RailTel's e-nivida portal at <https://railtel.enivida.com> duly signed by Authorized Signatories with Company seal and stamp.
4. All the document must be submitted with proper indexing and page no.
5. If, the interested partner is OEM/Distributor of OEM/Direct Partner of OEM, it should submit the supporting document for the same.
6. Maximum two members are allowed in the consortium.
7. This is an exclusive pre-RFP partnership arrangement with empanelled Partner of RailTel for participating in the end customer RFP. Selected partner's authorized signatory has to give an undertaking that they will not submit directly or indirectly their bids and techno-commercial solution/association against tender Ref No mentioned below 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). This undertaking has to be given with this EOI Response.
8. The selected partner will also have to sign an "Integrity Pact" with RailTel as a back-end partner for the end customer before starting of execution of the work.
9. Transfer and Sub-letting. The Partner/consortium 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.
10. Partner has to agree to comply with all scope of work and terms and conditions including special terms and conditions, SLA and OEM technical & Financial documentation including technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP & its corrigendum (if any) as mentioned below:

Tender Ref. No.	MSIL/2025-26/SE0075
Date of floating	09-10-2025
Floated on portal	https://kppp.karnataka.gov.in/

11. MAF required for submission to end customer by RailTel in their prescribed format (if any) shall be responsibility of the Bidder. The selected bidder will facilitate RailTel to get all the required MAF's within timeline.
12. **Anything not mentioned in the EOI, Customer RFP and its corrigenda (if any) and addenda (if any) may be referred & considered.**
13. Selected partner will be responsible for facilitating RailTel to get/collect /prepare all the documentations related to end customer RFP.
14. Affidavit as per Annexure 4 and Power of Attorney should be submitted in original and hard copy before signing of agreement with RailTel.



CHAPTER -1: INTRODUCTION

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1.1 RAILTEL – INTRODUCTION

RailTel, a distinguished Nav-Ratna Central Public Sector Enterprise under Ministry of Railways, is recognised as one of the nation's most reliable end-to-end Telecom, IT, ICT, Railway Signalling solution provider. With a focus on excellence and innovation, RailTel has garnered unwavering trust as a partner in delivering cutting-edge services across sectors. RailTel is also working towards creating a knowledge society at multiple fronts and has been selected for implementation of various mission-mode projects for the Government of India in the telecom field. With a team of highly skilled and seasoned experts in Telecom, Signalling and IT, along with an extensive nationwide infrastructure, RailTel possesses the ability to deliver digital transformation services across the country and beyond border.

The ongoing wave of digitalisation is creating new prospects for companies like RailTel. In the specific context of the telecom sector, the advent of 5G is a significant growth factor. The demand for network and allied infrastructures is poised to propel RailTel's business forward. With our experience in setting-up and running Tier-3 Data Centres and cloud office, RailTel is implementing Data Centre services like cloud deployments for various customers. Thus by, leveraging RailTel's network infrastructure, data centres, security operation centre and in house capabilities, RailTel is helping in digitalisation by providing comprehensive ICT services. In essence, RailTel's goal is to be a supportive partner in guiding its customers through their Digital transformation endeavours.

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. RailTel's business service lines can be categorized into three heads namely B2G/B2B (Business to Government and Business to Business) and B2C (Business to customers).

RailTel's various operations are certified for, ISO 27001:2022-Certified for Information Security Management System, ISO 20000-1:2018-Certified for Information Technology Service Management System, ISO 9001:2015-Certified for Quality Management System, ISO 27017:2015 Certified for Information Security for Cloud Services, ISO 27018:2019-Certified for Data Privacy in Cloud Service, ISO 27033-Certified for Network Security, ISO 14001:2015-Certified for Environmental Management System Standard, ISO 17024:2012-Certified for Telecom Services, Railway Signalling & Telecom Training, Design Testing and Licensing Services and CMMI Maturity Level-3-Certified for Process Improvement. The RailTel's Data Centres are Tier-III (Design & Facility) certified.

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CHAPTER -2:
EOI OBJECTIVE AND SCOPE OF WORK

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2.1 PROJECT BACKGROUND AND OBJECTIVE OF EOI

RailTel intends to participate in RFP floated by end Customer organization for “**Appointment of an agency for implementation of Enterprise Resource planning (ERP) solution for MSIL**” with Tender No. “**MSIL/2025-26/SE0075 dated. 09-10-2025**”.

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

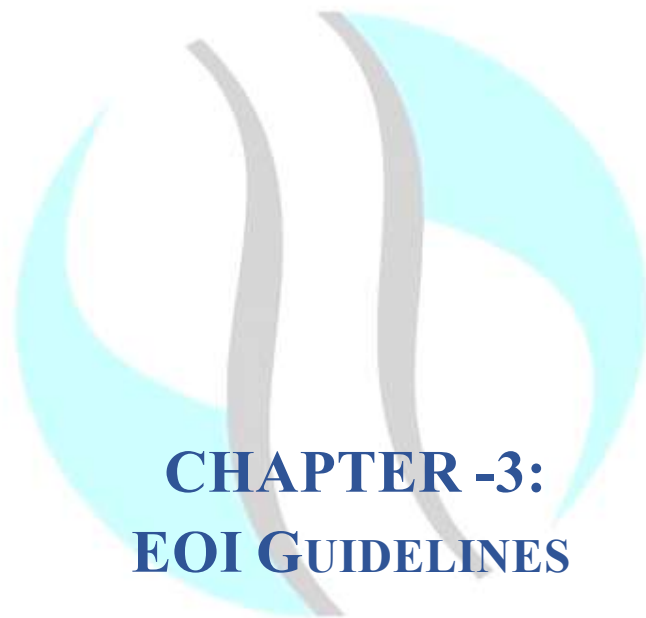
2.2 SCOPE OF WORK:

The scope of work will be as mentioned in the pertinent end Customer organization Tender for Engagement of an Agency for “**Appointment of an agency for implementation of Enterprise Resource planning (ERP) solution for MSIL**” with Tender No. “**MSIL/2025-26/SE0075 dated. 09-10-2025**” on <https://kppp.karnataka.gov.in/> with all latest Amendment/ Corrigendum/ 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.)

#Special Note: RailTel may retain any portion of the work mentioned in the end organization RFP, where RailTel has competence so that overall proposal becomes most winnable proposal.





CHAPTER -3: EOI GUIDELINES

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3.1 EOI GUIDELINES

3.1.1 Language of Proposals

The proposal and all correspondence and documents shall be written in English only.

3.1.2 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 prior to selecting the partner, without thereby incurring any liability to the affected partner or Partner or without any obligation to inform the affected partner or partners about the grounds for RailTel's action.

3.1.3 EOI response Document

The partner 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 partner's risk and may result in rejection of its bid without any further reference to the partner. All pages of the documents shall be numbered and signed by the partner including the closing page in token of his having studied the EOI document and should be submitted along with the bid.

Partner has to agree to comply with all scope of work and terms and conditions including special terms and conditions, SLA and OEM technical & Financial documentation including technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP & its corrigendum (if any) as mentioned below:

Tender Ref. No.	MSIL/2025-26/SE0075
Date of floating	09-10-2025
Floated on portal	https://kppp.karnataka.gov.in/

Anything not mentioned in the EOI, Customer RFP and its corrigenda (if any) and addenda (if any) may be referred & considered

3.1.4 Period of Validity of bids and Bid Currency

Bids shall remain valid for a period of **90 days** from the **end of validity of bids to end Customer organization.**

3.1.5 Bidding Process

Online mode through RailTel's e-nivida portal. Single packet system.

3.1.6 Bid Earnest Money (EMD)

3.1.6.1 The Partner shall furnish a sum as given in EOI Notice via in the form of BG/DD/online transfer, before submission of final bid to the end customer as given in EOI Notice.

3.1.6.2 Offers not accompanied with valid EOI Earnest Money Deposit **shall be summarily rejected.**

3.1.6.3 In case of sole partner/ consortium offer is selected for bidding, sole partner/consortium has to furnish Earnest Money Deposit (for balance amount as mentioned in the customer's Bid as and if applicable) for the bid to RailTel. The selected Partner shall have to submit a Bank Guarantee against EMD in proportion to the quoted value/scope of work to RailTel before submission of bid to end customer as and if applicable.

- 3.1.6.4 Return of EMD for unsuccessful Partners: EOI EMD of the unsuccessful Partner shall be returned without interest after completion of EOI process.
- 3.1.6.5 Return of EMD for successful Partner: EOI-EMD & Earnest Money Deposit (balance proportionate EMD) if applicable of the successful partner 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. 6.2) from Partner whichever is later.
- 3.1.6.6 Forfeiture of EOI EMD or EOI EMD & EMD (balance proportionate EMD) and or Penal action as per EMD Declaration:
- 3.1.6.6.1 The EOI EMD may be forfeited and or penal action shall be initiated if a Partner withdraws his offer or modifies the terms and conditions of the offer during validity period.
- 3.1.6.6.2 In case of non-submission of SD/PBG (as per clause no. 6.2) lead to forfeiture of EOI EMD, EMD (balance proportionate EMD) if applicable and or suitable action as prescribed in the EMD Declaration shall be initiated as applicable.

3.2 Security Deposit / Performance Bank Guarantee (PBG)

- 3.2.1 In case the bid is successful, the SD/PBG of requisite amount proportionate to the agreed scope of work will have to be submitted to RailTel.
- 3.2.2 As per work share arrangements agreed between RailTel and Partner the SD/PBG will be proportionately decided and submitted by the selected Partner/consortium.

3.3 Last date & time for Submission of EOI response

EOI response must be submitted to RailTel at <https://railtel.enivida.com> specified in the preamble not later than the specified date and time mentioned in the preamble.

3.4 Modification and/or Withdrawal of EOI response

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

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

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

RailTel may also consider for blacklisting of partner for 5 Years.

3.5 Details of Financial bid for the above referred tender

Sole partner/ consortium 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 may be prepared jointly with the selected Partner/Consortium so that the optimal bid can be put with a good chance of winning the Tender.

3.6 Clarification of EOI Response

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

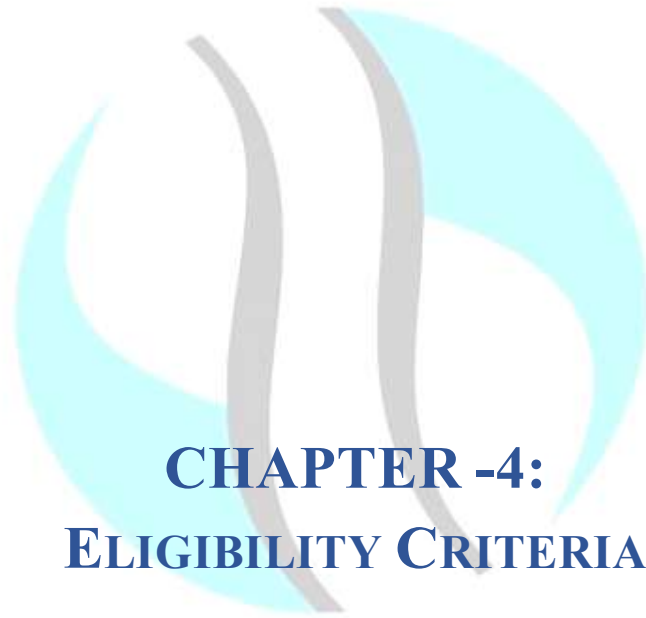
3.7 Period of Association/Validity of Agreement

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



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CHAPTER -4: ELIGIBILITY CRITERIA

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4.1 Partner's Profile

The partner shall provide the information of the below table on **company letterhead**:

SN	ITEM	Details
1.	Full name of Partner'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 partner'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	

4.2 Eligibility Criteria for Bidding Business Partner of RailTel:

SN	Description	Documents to be uploaded
A) General Eligibility		
1	RailTel's Empanelled Partner	Empanelment letter issued by RailTel and Copy of Valid PBG/Payment Proof of empanelment security deposit.
2	a) The Bidder should be a company registered under the Companies Act, 1956 since last 5 years b) The bidder registered with the Income Tax Authorities c) Registered with GST Registration	Bidder should submit copy of Certificate of Incorporation/Registration, Copy of PAN/TAN, GST & Article of association & MOA.
3	Cover letter of the bid with valid authorization details of the person(s) signing the bid document as on date of bid submission.	a) Cover letter signed by an authorized signatory of the bidder as per Annexure 1 b) Power of Attorney (PoA) notarized on non-judicial stamp paper supported with Board Resolution.
4	Notarized Affidavit as per Annexure 4	Notarized Affidavit as per Annexure 4
B) Financial Eligibility		
1	The Lead Bidder should have a minimum average annual turnover of INR 10 Crores from the operations of ERP / IT/ ICT services in any of the two years of the preceding Three Financial years. (FY 2022-23, FY 2023-24, FY 2024-25).	Average annual turnover certificate issued by a Chartered Accountant for the last three financial years (FY 2022-23, FY 2023-24, and FY 2024-25), along with the audited Balance Sheet and Profit & Loss Statement for the corresponding years. The certificate shall contain the valid UDIN number issued by ICAI
2	The Bidder should have positive Net worth in last 3 financial years as on 31.03.2025.	Positive Net Worth certificate issued by a Chartered Accountant for the last three financial years (FY 2022-23, FY 2023-24, FY 2024-25).

SN	Description	Documents to be uploaded
		The certificate shall contain the valid UDIN number issued by ICAI
C) Technical Eligibility		
1	The Lead Bidder or any consortium partner should have experience in executing at least one project covering Implementation of at least one similar ERP Project of value not less than INR 3,00,00,000.00 in the last 5 years	Copies of Work Order and other relevant documents establishing proof of work implementation
2	Undertaking that they will not submit directly or indirectly their bids and techno-commercial solution/association against tender Ref No (mentioned in special conditions of EOI) once selected in this EOI for pre-bid teaming arrangement.	Undertaking on Company's letter head.
3	MAF from OEM	MAF in OEM's letter head signed by Authorized Signatory In case of consortium, the MAF can be in the name of consortium member (Implementation partner). The OEM Implementation partner should give letter of undertaking/consent to RailTel for using the said MAF for this Tender In the event the bidder is a Sole bidder then MAF can be in the name of Implementation Partner for which the OEM has given the MAF. However, in such cases the OEM Implementation partner should give letter of undertaking/consent for using the said MAF for this Tender.
4	Technical Compliance	Technical Compliance as per end customer RFP
D) Other Documents		
1	Sole partner/all members of consortium shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies.	Declaration in this regard by the authorized signatory of the Bidder (refer Annexure 3)
2	The Bidder should have valid Certificate of ISO 9001:2015	Valid ISO certification (certification should be valid as on bid submission date)
3	Nil Deviation Compliance Undertaking as per Annexure 13	Nil Deviation Compliance Undertaking as per Annexure 13 notarized on non-judicial stamp paper
4	No deviation letter with respect to TOR	Confirmation in OEM's /Bidder's /Lead Bidder's letter head (in case of consortium) duly signed by the Authorized Signatory (refer Form 8)
5	The proposed ERP OEM should be commercially off the shelf product and should have global presence. A minimum of 5 ERP projects implemented globally needs to be provided.	Purchase Orders copies/Supporting documents of the OEM, globally, shall be submitted.

SN	Description	Documents to be uploaded
6	The ERP OEM should be present for more than 15 years from the date of submission of the bid	PO copies/supporting documents to be submitted as a proof for the same.
7	The ERP Vendor product should be successfully under O&M for a minimum of 3 years.	PO copies and work completion to be submitted as a proof for the same

4.3 All the attached Annexures and Forms in Chapter-7 are mandatory and should be submitted along with EOI response.



CHAPTER -5:
EVALUATION AND PAYMENT TERMS

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5.1 Evaluation Criteria

- 5.1.1** The Partners are first evaluated on the basis of the Eligibility Criteria as per chapter 4 above.
- 5.1.2** The Partner who fulfils the Eligibility criteria of Bidding sole partner/ consortium shall be further evaluated on the basis of Technical Evaluation and Financial evaluation.
- 5.1.3** For the opened bid as per outcome of the Eligibility criteria above, the partner will be selected on the lowest quote (L-1) basis for complete 'Scope of Work' as mentioned in the EOI document and documents of technical specifications of End Customer, subject to the respective overall bid is in compliance to the requirements of this EOI. The so selected partner will be termed as 'Commercially Suitable Partner (hereafter referred to as 'PARTNER')'. It is re-mentioned, that the final selection of PARTNER will be on the L-1 basis only.
- 5.1.4** RailTel reserves the right to have negotiation with the PARTNER at any stage before issuing Work Order.
- 5.1.5** The Partner 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.
- 5.1.6** 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 Partner as per RailTel policy for shortlisting partner against this EOI.
- 5.1.7** All General requirement mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable

5.2 Payment Terms

5.1.1 Payment will be on 'back-to-back' basis and as per the payment terms mentioned in the pertinent End Customer's RFP as follows:

- a) The contract price shall be split into two phases. The capex payment will be 70% of the contract price, and the remaining 30% of the contract price shall be towards the O&M phase.
- b) Phase 1 – Implementation and Go live phase: The payment to the said phase shall be milestone based which is detailed below.

No	Activity	Individual phases of the activities	Timeline	% Payment of Capex Value
1	Documentation	• Submission and approval of Scope Requirement Specification and Functional Requirement Specification	T+30Days	10%
		• Submission and approval of High-Level Design Document		
		• Submission and approval of Low- Level Design Documents		
2	Procurement	• Upon supply of the ERP with necessary licenses	T+45days	40%

No	Activity	Individual phases of the activities	Timeline	% Payment of Capex Value
3	Rollout and Customization as per client requirement	• Installation, configuration & customization of Paper division, Industrial and Product Division, Tours and Travels division.	T + 120 Days	20%
		• Installation, configuration & customization of Beverages division	T+150 Days	20%
4	UAT, GO LIVE	• ERP Solution as per RFP and SRS.	T +180 Days	10%

c) Phase 2- Operation and Maintenance Phase: The said phase will start after the completion of Phase 1 and the period of the said phase shall be 24 months. The payment shall be made at the end of every quarter in equal quarterly instalments. Payment to SI towards Phase-2 activity, Operation and Maintenance phase for 24 months from the T1+180 days, shall be made for each quarter on equal quarterly installment after completion of each quarter and submission of invoice

5.1.2 Payment will be released after receiving the invoice for the work / services and after RailTel has received the payment from End Customer for the same work / services. Any deduction/Penalties levied by End Customer on invoices of RailTel will be carried back-to-back in value terms and will be deducted from PARTNER's invoices, subject to the cause to deduction / penalty is due to deviation in terms and conditions of service standards by the PARTNER.

5.1.3 Invoices should be submitted to RailTel on RailTel's BTS portal <https://bts.rcil.gov.in>

5.1.4 Documents list required at the time of payment/invoice submission by selected partner shall be: -

- PO copy issued to selected vendor.
- Submission/Declaration of applicable BG amount against PO issued to selected partner/vendor.
- Signed Agreement Copy
- Original Invoice for the period claimed.
- Certified Proof of Completion of Work from RailTel's Representative.
- TDS declaration (Income Tax Declaration -TDS ON Software/Licenses Sales Under Notification No. 21/2012 [F.No.142/10/2012-SO (TPL)J S.O. 1323(E), Dated 13-6-2012).
- PAN, GST Registration Certificates.

##Any deduction/LD/Penalty levied by customer on RailTel will be deducted from Partner in value terms.

#Payment will only be released once proof of submission of GSTR-1 and GST-3B is submitted for claimed invoice.

#The last bills shall be settled after end of the contract period after adjusting all outstanding dues.

#No interest is payable on any amount whatsoever.

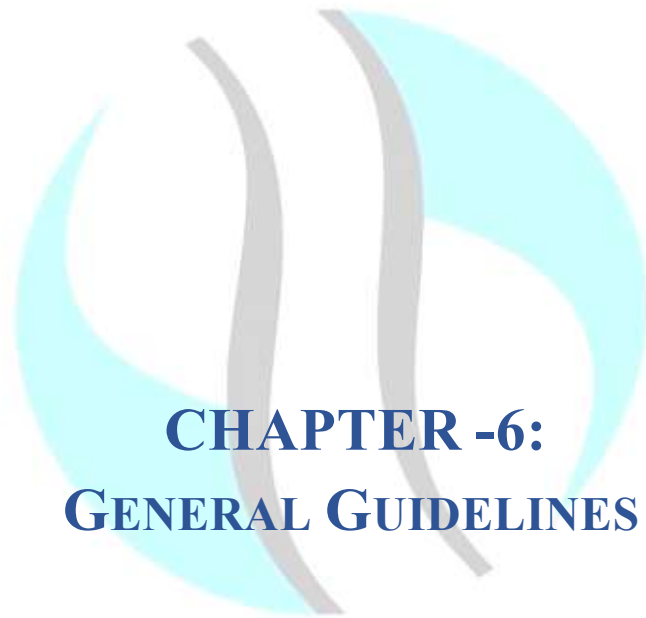
5.3 Bill Passing Authority

RailTel's authorised representative as mentioned in Work Order/Agreement

5.4 Bill Paying Authority

RailTel's authorised representative as mentioned in Work Order/Agreement





CHAPTER -6: GENERAL GUIDELINES

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6.1 Service Level Agreement (SLA)

The selected partner will be required to adhere to the SLA as given as per RFP for given scope of work and the SLA breach penalty will be applicable back-to-back basis on the selected partner, 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 on back-to-back basis in terms of value based on its scope of work.

Note: Any deduction/LD/Penalty levied by customer on RailTel will be deducted from Partner in value terms

6.2 Performance Bank Guarantee (PBG)

- 6.2.1 In case of successful participation by RailTel in the pertinent End Customer's tender and subsequent engagements with PARTNER, The PARTNER shall at its own expense, deposit with department, within Thirty (30) days of the notification of award (done through issuance of the Purchase Order / Work Order etc.) and communicated through email, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized/ Commercial Scheduled Indian Bank (either private or PSU) but not from any co-operative bank or NBFC as per the format enclosed in this EOI, payable on demand, for the due performance and fulfilment of the contract by the PARTNER. The PBG 'percentage (%)' will be equal to the PBG % as asked by End Customer from RailTel. All charges whatsoever such as premium, commission, etc. with respect to the PBG shall be borne by the PARTNER. Besides, if the total BG amount comes upto ₹5 Lakhs, then same may be deposited through DD/RTGS/NEFT. Along with submission of PBG, PARTNER needs to submit PBG issuing bank's SFMS report.
- 6.2.2 Under SFMS system, a separate advice of the Bank Guarantee (via SFMS IFN760COV) to be sent to advising bank (RailTel's Bank) through SFMS by the issuing Bank (Applicant's Bank), after which the paper Bank Guarantee would become operative. Similar process to be followed for Bank Guarantee amendment/extension also and separate advice (via SFMS IFN767COV) advising bank (RailTel's Bank) through SFMS by the issuing Bank (Applicant's Bank).
- 6.2.3 PBG should have validity of 90 days more than the PBG validity asked by the end Customer from RailTel. The PBG may be discharged / returned by RailTel upon being satisfied that there has been due performance of the obligations of the PARTNER under the contract. However, no interest shall be payable on the PBG. In the event, PARTNER being unable to service the contract for whatsoever reason, RailTel would invoke the PBG at its discretion. Notwithstanding and without prejudice to any rights whatsoever of RailTel under the contract in the matter, the proceeds of the PBG shall be payable to RailTel as compensation for any loss resulting from the PARTNER's failure to complete its obligations under the contract. RailTel shall notify the PARTNER in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the PARTNER is in default.
- 6.2.4 RailTel shall also be entitled to make recoveries from the PARTNER's bills, PBG or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- 6.2.5 If the service period gets extended by virtue of extension of same by End Customer, PBG should also be extended accordingly.
- 6.2.6 During the contract period, RailTel may issue Purchase Order(s) for the additional services ordered by End Customer (in case) to RailTel.
- 6.2.7 In case the End Customer has sought PBG of the contract in the terms of Indemnity Bond from RailTel, the selected partner has to provide the equivalent value PBG from

scheduled Bank to RailTel. No Indemnity Bond from Selected Partner will be accepted in lieu of PBG from Scheduled Bank.

- 6.2.8 In case End Customer has sought any other types of PBG in this contract at present or in future or else Integrity Pact PBG (presently or in future), same remain applicable on selected Partner/Consortium. The said PBG will be issued by Selected Partner from Scheduled Bank favoring RailTel Corporation of India Limited. No Indemnity Bond in lieu of such PBG will be accepted by RailTel.
- 6.2.9 If, End Customer ask for submission for value more than 10%, same also needs to be submitted by the selected Partner /Consortium.
- 6.2.10 PBG will be discharged/released only after receipt of RailTel's PBG against the mentioned Customer RFP.

6.3 Insurance

The selected Partner agrees to take insurances to cover all the elements of the project under this EOI including but not limited to Manpower, Hardware, Software etc. as per End Customer tender specified terms.

6.4 Liquidity Damages (LD):

RailTel will levy the liquidated damages imposed by End Customer to partner on value terms back-to-back for the services/items under its SOR.

6.5 Delivery and Inspection:

- 6.5.1 Delivery, Installation and Commissioning Period: As per End Customer's RFP Terms i.e., 06 months from issue of LOA.
- 6.5.2 All the material should be made available for Inspection by RailTel nominated person/agency if required.
- 6.5.3 Partner will be custodian of all the material till installation and commissioning of system.

6.6 Provisional Acceptance Certificate (PAC)

As per Customer RFP.

6.7 Final Acceptance Certificate (FAC)

As per Customer RFP.

6.8 Pre – Contract Integrity Pact (--Deleted--)

6.9 Other Conditions:

Partner has to agree to comply with all scope of work and term and conditions including special term and condition, SLA and OEM technical & Financial documentation including technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP as mentioned below:

Tender Ref. No.	MSIL/2025-26/SE0075
Date of floating	09-10-2025
Floated on portal	https://kppp.karnataka.gov.in/

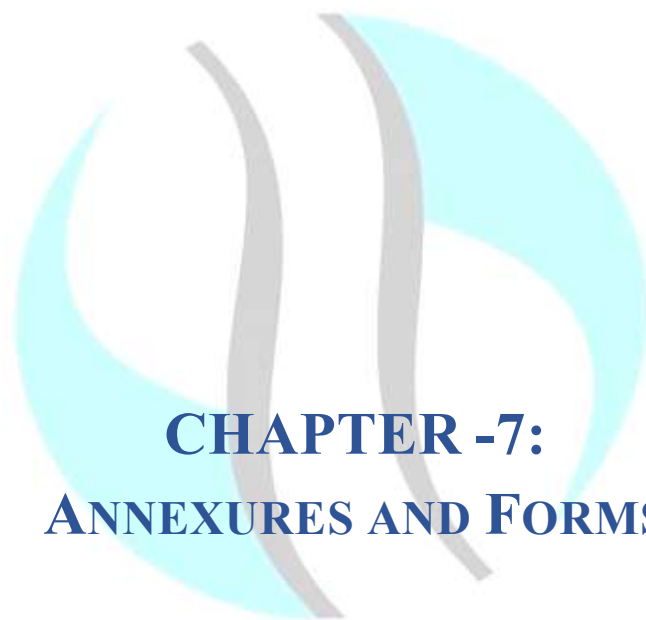
Anything not mentioned in the EOI, Customer RFP and its corrigenda (if any) and addenda (if any) may be referred & considered.

#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.



रेलटेल
RAILTEL

A Navratna CPSE
Govt of India



CHAPTER -7: ANNEXURES AND FORMS

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RAILTEL

A Navratna CPSE
Govt of India

Annexure 1: Format for COVERING LETTER (to be submitted by sole partner/lead partner in case of consortium)

COVERING LETTER (To be on company letter head)

To,
**The Principal Executive Director,
RailTel Corporation of India Ltd. 6A, 6th Floor,
Gumidelli Towers, Begumpet Airport Road,
Prakash Nagar Metro Station,
Begumpet, Hyderabad – 500016**

Dear Sir,

SUB: Participation in the EoI process

Having examined the Invitation for EoI 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 EoI document.

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

We hereby declare that all the information and supporting documents furnished as a part of our response to the said Invitation for EoI 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 EoI is liable to be rejected.

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

Authorized Signatory Name
Designation

रेलटेल
RAILTEL
A Navratna CPSE
Govt of India

Annexure 2: Format for Self-Certificate & Undertaking

Self-Certificate (To be on company letter head)

EOI Reference No:

Date:

**To,
The Principal Executive Director,
RailTel Corporation of India Ltd. 6A, 6th Floor,
Gumidelli Towers, Begumpet Airport Road,
Prakash Nagar Metro Station,
Begumpet, Hyderabad – 500016**

Dear Sir,

Sub: Self Certificate for Tender, Technical & other compliances

- 1) Having examined the Technical specifications mentioned in this EOI & end customer tender, we hereby confirm that we meet all specification.
- 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 sole partner/lead partner in case of consortium after the receipt of corresponding payment from end customer by RailTel. Further we understand that in case selected sole partner/lead partner in case of consortium 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 sole partner/lead partner in case of consortium.
- 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 sole partner/ consortium 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 scope of work where RailTel has competence.
- 8) We hereby agree to submit that in case of being selected by RailTel as sole partner/ consortium for the proposed project(for which EOI is submitted), we will submit all the forms, appendix, relevant documents etc. to RailTel that is required and desired by end Customer well before the bid submission date by end customer and as and when required.
- 9) We hereby undertake to sign 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 solution/association with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to end customer organization by RailTel)

Authorized Signatory
Name & Designation

**Annexure 3: Undertaking for not Being Blacklisted/Debarred
(to be submitted by sole partner/all members of consortium)**

<On Company Letter Head>

**To,
The Principal Executive Director,
RailTel Corporation of India Ltd. 6A, 6th Floor,
Gumidelli Towers, Begumpet Airport Road,
Prakash Nagar Metro Station,
Begumpet, Hyderabad – 500016**

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:

Partner's Company Seal:

Annexure 4: Format of Affidavit**FORMAT FOR AFFIDAVIT TO BE UPLOADED BY SOLE PARTNER/ ALL CONSORTIUM PARTNERS ALONGWITH THE EOI DOCUMENTS**

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

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

M/s _____ (hereinafter called the Partner) for the purpose of the EOI documents for the work of _____ as per the EOINO.

____ of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the behalf of the Partner including its constituents as under:

1. I/we the Partner (s), am/are signing this document after carefully reading the contents.
2. I/we the Partner (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.railtel.enivida.com. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the 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 Partner) **_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 PARTNER

VERIFICATION

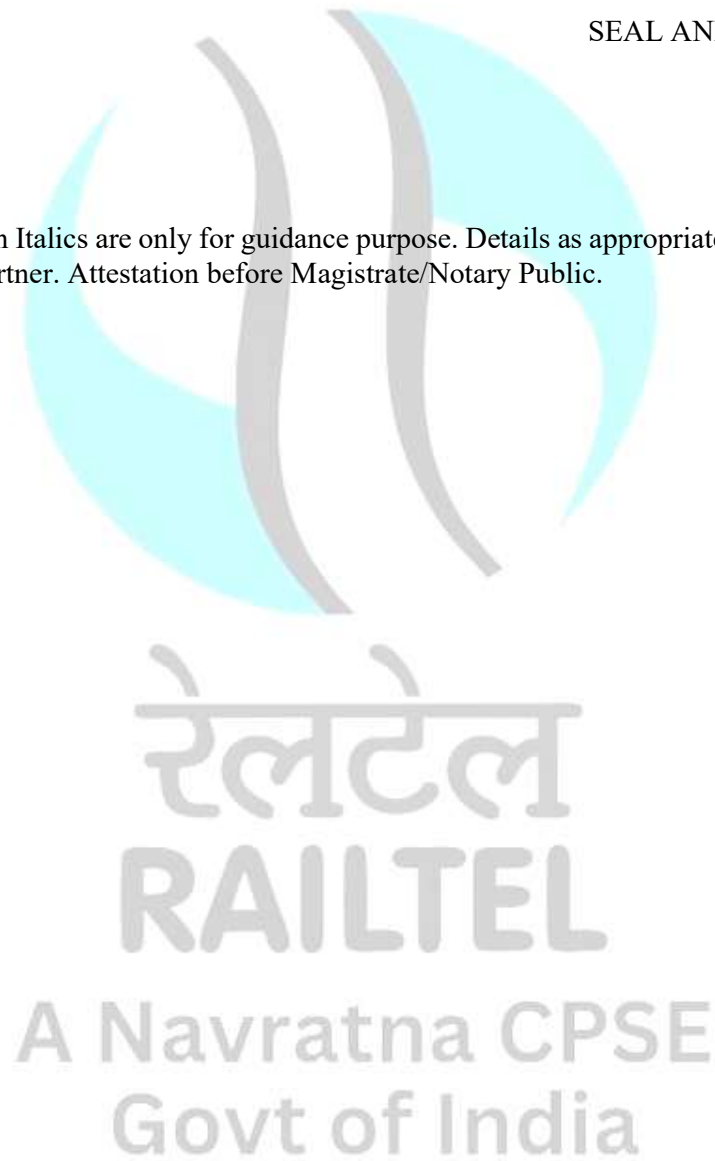
I/We above named EOI do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

Place: Dated:

SEAL AND SIGNATURE
OF THE Partner

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



Annexure-5: FORMAT FOR NON-DISCLOSURE CERTIFICATE

To,
The Principal Executive Director,
RailTel Corporation of India Ltd. 6A, 6th Floor,
Gumidelli Towers, Begumpet Airport Road,
Prakash Nagar Metro Station,
Begumpet, Hyderabad – 500016

Dear Sir,

Sub: EOI Reference No: RailTel/EOI/ER/XXXX/MKT/XXXXX/XXXX Dtd.

- A. This is in response to the Invitation for EOI for “Selection of Business Associate/Partner(s) from RailTel’s empaneled BAs for the requirement of customer of RailTel (CoR) “_____”
- B. During the course of the above negotiations RailTel (including its affiliates) may in conjunction with the said purpose and for our mutual benefit, disclose to us certain information being proprietary and/or of confidential nature and/or sensitive;
- C. We and our affiliates wish to ensure the protection and secrecy of RailTel’s confidential information which may be disclosed, received or granted access to by RailTel and wish to reduce to writing, our confirmation in this respect.

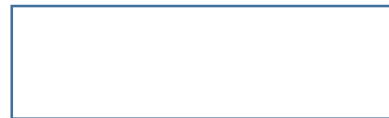
With regard to the above said purpose, we hereby covenant, warrant and confirm as follows:

1. NON-DISCLOSURE & CONFIDENTIALITY

We agree and undertake to regard and preserve as Confidential Information provided by RailTel or which may be disclosed, received or granted access to by RailTel or come to the knowledge of us in any manner in connection with the negotiations for the possible business relationship.

- (a) In maintaining the Confidential Information here under we agree that we shall not, without first obtaining the written consent of RailTel, disclose or make available to any person, firm or enterprise, reproduce or transmit, or use (directly or indirectly) for our own benefit or the benefit of others, any Confidential Information avian except that we may disclose any Confidential Information to its Directors, officers, employees, or advisors on a "need to know" basis to enable them to evaluate such "Confidential"
- (b) We shall ensure that our employee(s) and/ or person(s) shall maintain confidentiality with regard to the disclosed Confidential Information, if any, and shall issue suitable instructions and/ or get suitable written undertakings or agreements executed to bind our employees and/ or person(s) to the same obligations of confidence and safeguarding and to adhere to the confidentiality/ non-disclosure terms contained herein.
- (c) Save and except for the purposes mentioned in clause (a) above we further agree that we will not part with/ disclose any "Confidential Information" received by us to any other person directly or indirectly nor make copy(ies) or reproduce in any way (including without limitation store in any computer or electronic system any written material/ documents containing "Confidential Information" and such written material/ documents will be retained under strict confidentiality by us.
- (d) We further agree to exercise the same degree of care that we exercise to protect our own Confidential Information of a like nature from unauthorized disclosure, but in no event shall a less than reasonable degree of care will be exercised by us.

- 1.2 We acknowledge and agreed that information shall not be considered "Confidential Information" to the extent, that such information:
- (a) At the time of disclosure was in the public domain; or
 - (b) Is already known to us free of any confidentiality obligation at the time it is obtained from RailTel; or
 - (c) After disclosure is or becomes publicly known or available through no wrongful act of ours; or
 - (d) Is right fully received from a third party without restriction; or
 - (e) Is approved for release, disclosure, dissemination or use by written authorization from RailTel; or
 - (f) Is required to be disclosed pursuant to a requirement of a governmental agency or laws as long as we provide RailTel with timely prior written notice of such requirement and provide all reasonable co-operation in regard to taking protective action against such disclosure requirement; or
 - (g) Is disclosed after expiry of 5(five) years from the date of signing of this certificate.
- However, before we disclose any Confidential Information under clause 6, we (to the extent permitted by law) shall use our best endeavor to inform RailTel of any circumstances and the information that will be disclosed.
- 1.3 We further agree and undertake not to disclose the information marked "Confidential Information" of RailTel to our agents or Bidders without prior written approval from RailTel and without having first to obtain from each agent or Bidder a separate written agreement or undertaking binding them to the same obligations of confidence and safeguarding.
- 1.4 We further agree that at the request of RailTel, we shall promptly (and in any case, within 15days of request), deliver to the RailTel all copies of the Confidential Information in its possession or under its direct or indirect control or shall destroy all memoranda, notes and other writings prepared by us or our affiliates, Directors, officers, employees or advisors to the extent the same are based on the confidential information with a written statement to the effect that upon such return we have not knowingly retained in our possession or under our control, either directly or indirectly, any information or copies of such (other than Confidential Information embedded in our records).
- 1.5 The confidentiality obligations set out herein above shall survive any such return or destruction of Information.
- 1.6 Except as specifically provide adhere in, disclosure of confidential information by us pursuant there to shall not be deemed to grant or s, any rights, interest or property in such confidential information and accordingly we agree that we will not directly or indirectly claim or submit any application for grant of any patent, copyright, design right or other intellectual property rights in, to on the basis of the confidential information.
- 1.7 We here to acknowledge and agree that in the event of a breach or threatened breach by us of the provisions herein, RailTel may have no adequate remedy in money or damages and accordingly notwithstanding anything contained in clause 4 here of, RailTel shall been entitled to seek in junctive relief against such breach or threatened breach by us: provided, however, no specific action in this confidentiality certificate of a specific legal or equitable remedy shall be construed as a waive or prohibition of any other legal or remedies in the event of a breach or threatened breach of this certificate and there remedies specified here in shall be in addition to all other reliefs and remedies available to RailTel under prevailing laws.



Date: Signature with seal–

(In the box)
Name:
Designation

Annexure-6: EMD (as BG) Format

BG NO:

ISSUANCE DATE: DD-MM-YYYY

BG AMOUNT: Rs xxxxxxxx /-

EXPIRY DATE: xx.xx.xxxx

CLAIM EXPIRY DATE : xx-mmm-xx

In consideration of the RailTel Corporation of India Limited, (CIN: L64202DL2000GOI107905) having its registered office at Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi - 110023 (Here in after called RailTel) having agreed to exempt Partner Name (CIN:) having its registered office at Partner's address (Here in after called "the said Contractor(s)") from the demand, under the terms and conditions of EOI NO. made between RailTel Corporation of India Limited and Partner Name for (here in after called "the said Agreement") of security deposit for the due fulfilment by the said contractor (s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs. /- (In Words).

We, Bank Name a banking company incorporated under the Companies Act, 1956 and carrying on Banking Business under The Banking Regulation Act, 1949 and having its Registered Office at Bank's Address and its Central office at Bank's Corporate Office Address (indicate the name of the Bank) here in after referred to as "the Bank") at the request of Partner's Name Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs /- (In Words) 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 said Contractor(s) of any of the terms or conditions contained in the said Agreement.

We, Bank Name do here by undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount as claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any terms and conditions contained in the said Agreement or by 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. /- (In Words).

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

We, Bank's Name further agree that the Guarantee here in contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharge this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the DD-MM-YYYY (Claim Expiry Date.) We shall be discharged from all liability under this Guarantee thereafter.

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

This Guarantee will not be discharged due to the change in the Constitution of the bank or the Contractor(s) Supplier(s).

Bank's Name lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.

Date: DD-MM-YYYY

Place:



Annexure-7: MAF**MANUFACTURERS' AUTHORIZATION FORM**

(To be obtained and submitted by bidder for each OEM separately whose solution/systems/services are proposed in this EoI)

(This form has to be provided by the OEMs of the hardware and software solutions proposed. This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.)

Date:

To,

Mysore Sales International Limited
36, Cunningham Road, Vasanth Nagar
Bengaluru-560 052.

Subject: Manufacturer's Authorization Form

Ref: RFP No. <<.....>> dated <<>>

Dear Sir,

We (Name of the OEM) who are established and reputable manufacturers of (List of Goods) having factories or product development centers at the locations or as per list attached, do hereby authorize.

(Name and address of the Bidder) to bid, negotiate and conclude the contract with you against RFP No. Dated for the above goods manufactured or developed by us.

We hereby extend, our warranty for the hardware goods supplied by the bidder and or maintenance or support services for software products against this invitation for bid by (Name of the Bidder) as per requirements and for the duration of contract as specified in this RFP.

We also confirm that our offered product will not be end of life for minimum of 5 years from the date of bidding and the support for such offered product/s will be available for minimum of 5 years from the date of bidding.

Thanking you,
Yours faithfully

(Signature)

For and on behalf of: _____ (Name of OEM)

Authorised Signatory

Name:

Designation:

Place:

Date:

Annexure-8: Consortium Format**(On Stamp Paper of appropriate value)**

This Consortium Agreement is executed at on this __ day of ____.

BETWEEN

M/s. _____, a Company incorporated under the Companies Act, 1956 and having its Registered Office at _____ acting through its Managing Director, duly authorized by a resolution of the Board of Directors dated (hereinafter referred to as the 'LEAD MEMBER' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE Part;

AND

M/s. _____, a Company having its Office at _ and Office at _____ acting through its Joint President/ MD/., _____, duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER PART'

AND

M/s. _____, a Company having its Office at _ and Office at _____, acting through its Joint President/ MD/ _____, duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER PART'

Whereas RailTel Corporation of India Ltd. (hereinafter referred to as 'RCIL') has invited tenders for the "(NAME OF WORK)" in terms of the tender documents issued for the said purpose and the eligibility conditions required that the applicants bidding for the same should meet the conditions stipulated by RCIL for participating in the bid by the Consortium for handling the project for which the tender has been floated by RCIL.

AND WHEREAS in terms of the bid documents the parties jointly satisfy the eligibility criteria laid down for a bidder for participating in the bid process by forming a Consortium between themselves.

AND WHEREAS the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid bid and have decided to reduce the agreed terms to writing.

NOW THIS CONSORTIUM Agreement hereby WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the tender process for "(NAME OF WORK)" in terms of the tender invited by RailTel Corporation of India Ltd., (RCIL).
2. That the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by RCIL for awarding the tender to the Consortium so that the Consortium may take up the aforesaid "(NAME OF WORK)" in case the Consortium turns out to be the successful bidder in the bid being invited by RCIL for the said purpose.
3. That the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfills the

- prequalification/ eligibility criteria stipulated for a bidder, to participate in the bid for the said tender process for “(NAME OF WORK)”
4. That the Consortium have agreed to nominate any one of _____, and as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Tender Application Form etc., Mandatory Information, Financial Bid. etc., and such other documents as may be necessary for this purpose.
 5. That if any change in the membership of the Consortium be required to be made by the members of the Consortium, the same shall be done with the consent of RCIL subject to the conditions as may be stipulated by them in this regard.
 6. That in case to meet the requirements of bid documents or any other stipulations of RCIL, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.
 7. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.
 8. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project, if awarded to the Consortium, to meet the requirements and stipulations of RCIL.
 9. The consortium formed will not be subject to alteration with regard to change in constituting firms and/or reorientation of roles. Any changes, if proposed by Consortium to take advantage of certain developments during evaluation stage will render the bid liable to be rejected.
 10. All partners of the consortium shall be jointly and severally liable to RailTel for the execution of the entire contract in accordance with its terms.
 11. Power of Attorney by all members of the Consortium in favor of the Lead Member is also enclosed.

IN FAITH AND TESTIMONY WHEREOF, THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTHS AND YEAR FIRST ABOVE WRITTEN.

1. ()	2. ()	3. ()
Managing Director	Managing Director	Managing Director
()	()	()
For (Name of company)	For (Name of company)	For (Name of company)

WITNESSES:

- 1.
- 2.

Enclosure:

Board resolution of each of the Consortium Members authorizing:

- (i) Execution of the Consortium Agreement, and
- (ii) Appointing the authorized signatory for such purpose.

Annexure 9 - Self declaration of not be under Ineligibility for corrupt and fraudulent practice

(To be submitted on the letterhead of the Partner)

To,
The Principal Executive Director,
RailTel Corporation of India Ltd. 6A, 6th Floor,
Gumidelli Towers, Begumpet Airport Road,
Prakash Nagar Metro Station,
Begumpet, Hyderabad – 500016

Ref: RFP No ” _____ ”

Sub: _____

Dear Sir/Madam, We have examined the EoI document, we, the undersigned, herewith submit our response to your EoI no. _____ dated _____ for _____

I. We have read the provisions of the EoI document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our EoI shall not be given effect to.

II. We agree to abide by this EoI, consisting of this letter, the detailed response to the EoI and all attachments, for a period of 180 days from the date of submission of the bid.

III. We would like to declare that we are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment and we are not under a declaration of ineligibility for corrupt or fraudulent practices.

IV. We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this EoI.

V. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.

VI. We understand you are not bound to shortlist / accept any EoI you receive.

Sincerely,

Signature of Authorized Signatory and Seal of the Partner Name:

Designation:

Date:

Annexure 10 - Proposed Manpower Details (---Deleted---)



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Annexure 11 – Land Border Clause Declaration (--Deleted--)



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Annexure 12 – Pre – Contract Integrity Pact (--Deleted--)



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Annexure 13 PROFORMA FOR “NIL DEVIATION COMPLIANCE UNDERTAKING”
(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 Partner)

To,
The Principal Executive Director,
RailTel Corporation of India Ltd. 6A, 6th Floor,
Gumidelli Towers, Begumpet Airport Road,
Prakash Nagar Metro Station,
Begumpet, Hyderabad – 500016

EoI Reference No.:

Sub: NIL Deviance Compliance

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

1. All proposed in scope are compliant to the technical specifications of the equipment as mentioned in the latest version of the specifications in the EoI.
2. We hereby certify that the hardware and software (if applicable) mentioned in our technical solution and Bill of Material (BOQ) are complete.
3. We confirm that there is no requirement of any other hardware and software to fulfil requirements as per scope against the EoI. If any additional hardware and software is required to meet in scope requirements, then it would be procured by us at no extra cost to RailTel.
4. We will also ensure our unconditional compliance of all the terms and conditions as mentioned in the EoI document including all corrigenda, addenda and specifications.
5. List of deviations (Partial Compliance and Non-compliance) from terms and conditions as mentioned in the EoI document including all corrigenda, addenda and specifications, if any, is enclosed as Annexure with this form. We understand that any partial compliance or non-compliance, may result in REJECTION of our bid.

Seal and signature of the bidder

Place:

Date:

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)

Annexure 14 - Price Bid Format

Attached in e-nivida portal



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Annexure 15 - The information shall be used for technical assessment of the bidder (-- Deleted--)



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Form – 1 Total Responsibility Certificate

<To be submitted on Lead Bidder's letterhead>

This is to certify that we undertake the total responsibility for the defect free operation of the proposed solutions as per the requirement of the RFP for the duration mentioned in all the volumes of the RFP.

(Authorized Signatory)

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:



Form – 2 Self-certificates for Project execution experience

(In Bidding Entity's Letter Head)

This is to certify that <Name of the Bidding entity> has been awarded with
< Name of theProject > as detailed under:

Name of the Project	
Client's name, Contact No. and Complete Address	
Contract value for the Bidder (in Indian Rupees)	
Current status of the project (Completed/ Ongoing)	
Activities completed by bidding entity as on bid submission date (N.B only relevant activities as sought in the criteria to be included)	
Value of work completed for which payment has been received from the client	
Date of Start	
Date of Completion	

(Authorized Signatory)

Signature:

Name:

Designation:

Bidding entity's name

Address:

Seal:

Date:

Form – 3 Formats for Submission of the Technical Bid

#	Technical Evaluation Criteria	Technical Evaluation parameter	Supporting documents required	Compliance (Yes/No) with details

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Form – 4 Credential Summary

Sl#	Project Name	Client Name	Client Type	Project Value (in Indian Rupees)	Project Components	Documentary evidence provided (Yes or No)	Project Status (Completed or Ongoing or Withheld)
1							
2							
3							
4							
5							
6							
7							

- Client type – Indicate whether the client is Government or PSU or Private
- Project Components – Indicate the major project components like setting up of IT systems/ IT systems integration/ IT services/ ERP/ `ation services
- Documentary evidence provided – Indicate the documentary evidence provided with the detailed project credential like work order or purchase order or completion certificate or letter of appointment
- Project Status – Completed (date of project completion) or Ongoing (project start date)

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Form – 5 Bidder’s Experience - Client Citations

Bidder is requested to furnish the credentials in the following format for both Pre-Qualification and Technical Criteria. All credentials should be followed by relevant documentary proof.

Name of the Project & Location	
Client’s name, Contact No. and Complete Address	
Contract value for the Bidder (in India n Rupees)	
Narrative description of project:	
Date of Start	
Date of Completion	
Activities undertaken by bidder	

Note: If the project is ongoing, bidder must clearly specify which of the stages/phases/milestones are completed and which are ongoing and at what stage of completion and produce a self-certificate



Form – 6 Compliance to Requirement (Technical / Functional Specifications)

The bidder should provide compliance to the requirement specifications (both technical and functional) specified in the Annexures of the Volume II of this RFP. The same should be reproduced here, and compliance against each requirement line item should be marked.

Note:

A no for full compliance for any items in above table is considered as non-responsive, bids will not be further evaluated and will be rejected.



Form – 7 Declaration of Make and Model

No	Component	Make	Model	Compliance
A.	Enterprise Resource Planning System			
A.1	COTS (Commercially of the Shelf Software) Software			



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Form – 8 No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry/RFP (including amendments) no. dated. This is to expressly certify that our offer contains no deviation with respect to Authority requirements, Scope of Work, Functional Requirements Specification, Hardware Specification and Technical Requirements Specification.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:



Form 9 – Check List

Sno	Description	Documents to be submitted	Compliance (Yes/No/NA)	Page No.
1	RailTel's Empanelled Partner	Empanelment letter issued by RailTel and Copy of Valid PBG/Payment Proof of empanelment security deposit.		
2	a) The Bidder should be a company registered under the Companies Act, 1956 since last 5 years b) The bidder registered with the Income Tax Authorities c) Registered with GST Registration	Bidder should submit copy of Certificate of Incorporation/Registration, Copy of PAN/TAN, GST & Article of association & MOA.		
3	Cover letter of the bid with valid authorization details of the person(s) signing the bid document as on date of bid submission.	a) Cover letter signed by an authorized signatory of the bidder as per Annexure 1 b) Power of Attorney (PoA) notarized on non-judicial stamp paper supported with Board Resolution.		
4	Notarized Affidavit as per Annexure 4	Notarized Affidavit as per Annexure 4		
5	The Bidder should have a minimum average annual turnover of INR 10 Crores from the operations of ERP / IT/ ICT services in any of the two years of the preceding Three Financial years. (FY 21-22 to FY 24-25) (FY 2022-23, FY 2023-24, FY 2024-25).	Average annual turnover certificate issued by a Chartered Accountant for the last three financial years (FY 2022-23, FY 2023-24, and FY 2024-25), along with the audited Balance Sheet and Profit & Loss Statement for the corresponding years. The certificate shall contain the valid UDIN number issued by ICAI		
6	The Bidder should have positive Net worth in last 3 financial years as on 31.03.2025.	Positive Net Worth certificate issued by a Chartered Accountant for the last three financial years (FY 2022-23, FY 2023-24, FY 2024-25). The certificate shall contain the valid UDIN number issued by ICAI		

Sno	Description	Documents to be submitted	Compliance (Yes/No/NA)	Page No.
7	The Lead Bidder or any consortium partner should have experience in executing at least one project covering Implementation of at least one similar ERP Project of value not less than INR 3,00,00,000.00 in the last 5 years	Copies of Work Order and other relevant documents establishing proof of work implementation		
8	Undertaking that they will not submit directly or indirectly their bids and techno-commercial solution/association against tender Ref No (mentioned in special conditions of EOI) once selected in this EOI for pre-bid teaming arrangement.	Undertaking on Company's letter head.		
9	MAF from OEM	MAF in OEM's letter head signed by Authorized Signatory In case of consortium, the MAF can be in the name of consortium member (Implementation partner). The OEM Implementation partner should give letter of undertaking/consent to RailTel for using the said MAF for this Tender In the event the bidder is a Sole bidder then MAF can be in the name of Implementation Partner for which the OEM has given the MAF. However, in such cases the OEM Implementation partner should give letter of undertaking/consent for using the said MAF for this Tender.		
10	Technical Compliance	Technical Compliance as per end customer RFP		
11	Sole partner/all members of consortium shall not be under a Declaration of Ineligibility for corrupt or	Declaration in this regard by the authorized signatory of the Bidder (refer Annexure 3)		

Sno	Description	Documents to be submitted	Compliance (Yes/No/NA)	Page No.
	fraudulent practices or blacklisted with any of the Government agencies.			
12	The Bidder should have valid Certificate of ISO 9001:2015	Valid ISO certification (certifications should be valid as on bid submission date)		
13	No deviation letter with respect to TOR	Confirmation in OEM's /Bidder's /Lead Bidder's letter head (in case of consortium) duly signed by the Authorized Signatory (refer Form 8)		
14	The proposed ERP OEM should be commercially off the shelf product and should have global presence. A minimum of 5 ERP projects implemented globally needs to be provided.	Purchase Orders copies/Supporting documents of the OEM, globally, shall be submitted.		
15	The ERP OEM should be present for more than 15 years from the date of submission of the bid	PO copies/supporting documents to be submitted as a proof for the same.		
16	The ERP Vendor product should be successfully under O&M for a minimum of 3 years.	PO copies and work completion to be submitted as a proof for the same		
17	Annexure 1	Format for COVERING LETTER (to be submitted by sole partner/lead partner in case of consortium)		
18	Annexure 2	Format for Self-Certificate & Undertaking		
19	Annexure 3	Undertaking for not Being Blacklisted/Debarred		
20	Annexure 4	Format of Affidavit		
21	Annexure-5	FORMAT FOR NON-DISCLOSURE CERTIFICATE		
22	Annexure-6	EMD (as BG) Format		
23	Annexure 7	MAF		
24	Annexure 8	Consortium Format		
25	Annexure 9	Self-declaration of not be under Ineligibility for corrupt and fraudulent practice		

Sno	Description	Documents to be submitted	Compliance (Yes/No/NA)	Page No.
26	Annexure 10	Proposed Manpower Details	NA	
27	Annexure 11	Land Border Clause Declaration	NA	
28	Annexure 12	Pre – Contract Integrity Pact	NA	
29	Annexure 13	Nil Deviation Compliance Undertaking as per Annexure 13 notarized on non-judicial stamp paper		
30	Annexure 14	Price Bid Format		
31	Annexure 15	The information shall be used for technical assessment of the bidder	NA	
32	Form – 1	Total Responsibility Certificate		
33	Form – 2	Self-certificates for Project execution experience		
34	Form - 3	Formats for Submission of the Technical Bid		
35	Form – 4	Credential Summary		
36	Form – 5	Bidder's Experience - Client Citations		
37	Form – 6	Compliance to Requirement (Technical / Functional Specifications)		
38	Form – 7	Declaration of Make and Model		
39	Form – 8	No Deviation Certificate		

*****END OF DOCUMENT*****

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