रेलटेल
RAILTEL
A Navratna CPSE
Govt of India

# RAILTEL CORPORATION OF INDIA LTD.
# रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड
## (A Navratna CPSE)
## (एक नवरत्न केंद्रीय सार्वजनिक क्षेत्र का उद्यम)


Southern Region Office (दक्षिणी क्षेत्र कार्यालय)
6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road,
6A, 6वीं मंजिल, गुमिडेली टावर्स, बेगमपेट एयरपोर्ट रोड,
Prakash Nagar Metro Station,
प्रकाश नगर मेट्रो स्टेशन,
Begumpet, Hyderabad – 500016
बेगमपेट, हैदराबाद – 500016

Corporate Office **कॉर्पोरेट कार्यालय**
Plate-A, 6th Floor, Office Tower2,
प्लेट-ए, 6वीं मंजिल, ऑफिस टावर2,
NBCC Building, East Kidwai Nagar, New Delhi-110023
एनबीसीसी बिल्डिंग, ईस्ट किदवई नगर, नई दिल्ली-110023

www.railtel.in


Invitation for Expression of Interest
For

"Selection of suitable Partner for development of Indian Railways Engineering Design AI Platform for Automated preparation of ESP/SIP/LoP/TOC from empanelled Business Associates"

EOI No: RailTel/SR/SC/Mktg/2026-27/EOI/004 dt.06/05/2026

**EOI NOTICE**

अभिरुचि की अभिव्यक्ति की सूचना

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

**रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड** 6A, 6वीं मंजिल, गुमिडेली टावर्स, बेगमपेट एयरपोर्ट रोड, प्रकाश नगर मेट्रो स्टेशन, बेगमपेट, हैदराबाद - 500016

**EXPRESSION OF INTEREST**

**अभिरुचि की अभिव्यक्ति**

**EOI No** RailTel/SR/SC/Mktg/2026-27/EOI/004 dt.06/05/2026

RailTel Corporation of India Ltd., (hereafter referred to as RailTel) invites responses from RailTel's empanelled Business Associates for **"Development of IR Engineering Design AI Platform for Automated preparation of ESP/SIP/LoP/TOC"**

**रेलटेल कॉरपोरेशन ऑफ़ इंडिया लिमिटेड (आगे 'रेलटेल' रूप में संदर्भित) अपने पैनल में शामिल व्यवसाय सहयोगियों से ESP/SIP/LoP/TOC की स्वचालित तैयारी के लिए IR इंजीनियरिंग डिज़ाइन एआई प्लेटफ़ॉर्म के विकास" के लिए प्रतिक्रियाएं आमंत्रित करता है।**

The details are as under विवरण निम्नलिखित है::

| | | |
|---|---|---|
| 1 | Date of EOI Floating **ईओआई जारी होने की तिथि** | 06-05-2026 |
| 2 | Last date for submission of Bids against EOI<br>ईओआई के विरुद्ध बोली जमा करने की अंतिम तिथि | 27-05-2026 15:00 Hours |
| 3 | Opening of Bids received against EOI<br>**ईओआई के विरुद्ध प्राप्त बोलियों को खोलने** की तिथि | 27-05-2026 15:15 Hours |
| 4 | Number of packets **पैकेटों की संख्या** | Single Stage (Single Packet System) |
| 5 | EOI document cost inclusive tax (non-refundable)<br>**ईओआई दस्तावेज़ लागत (कर सहित) (गैर-वापसी योग्य)** | Nil |
| 6 | Estimated Value of EOI **ईओआई का अनुमानित मूल्य** | EOI floated for rate discovery |
| 7 | Portal for Submission of bids **बोली/(अभिव्यक्ति) जमा करने का पोर्टल** | https://railtel.enivida.com |
| 8 | EOI EMD | 5,00,000/- to be submitted along with the EOI directly through RailTel's enivida portal or NEFT/RTGS.<br><br>Bank Details for NEFT/RTGS<br><br>RailTel Corporation of India Limited Account No: 327301010373007, IFSC Code: UBINO805050, 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.**

**नोट:** रेलटेल अपने विवेकानुसार उपरोक्त तिथियों को बदलने का अधिकार सुरक्षित रखता है।

Partner needs to share copy in case of EMD in form of BG(if applicable) & in case of online payment partner to share transfer details like UTR No. date and Bank along/05 with the proposal.

यदि ईएमडी, बैंक गारंटी (BG) के रूप में जमा की गई है (यदि लागू हो), तो पार्टनर को उसकी प्रति साझा करनी होगी और यदि ईएमडी ऑनलाइन भुगतान के माध्यम से जमा की गई है, तो पार्टनर को प्रस्ताव के साथ **यूटीआर संख्या , तिथि** तथा बैंक का विवरण साझा करने होंगे।

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

पात्र पार्टनर्स से अनुरोध है कि वे इस ईओआई दस्तावेज़ के संबंध में सभी संचार निम्नलिखित नामित संपर्क व्यक्तियों के माध्यम से निर्देशित करें:

| स्तर (Level) | संपर्क (Contact) | पद (Position) | ईमेल (Email) | संपर्क संख्या (Contact No.) |
|---|---|---|---|---|
| स्तर:1<br>**Level:1** | श्रीमति. स्नेहा त्रिपाठी<br>Smt. Sneha Tripathi | वरिष्ठ प्रबंधक/आईटी एवं विपणन/एसआर<br>(Sr. Manager/IT & Mktg/SR) | sneha.sinha@railtelindia.com | +91 7093604576 |
| स्तर:2<br>**Level:2** | श्री नितिन प्रकाश<br>Sh. Nitin Prakash | समूह महाप्रबंधक / रेलवे व्यवसाय /एसआर<br>Group General Manager /Railway Business /SR | prakash.nitin@railtelindia.com | +91 92811 45270 |

## SPECIAL CONDITIONS OF EOI

1. The EOI response is invited from RailTel's Empanelled Partners only. Consortium and JV is allowed for this EOI. In case of JV/Consortium, the lead member should be the Empanelled Partner with RailTel as on bid submission of EOI.
2. 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.
3. All the document must be submitted with proper indexing and page no.
4. This is an exclusive EoI for partnership arrangement with empanelled Partners of RailTel for development of Indian Railways Engineering Design-AI Platform for automated. preparation of ESP/SIP/LoP/TOC which can be hosted in RailTel's State of art Data Centre at the discretion of RailTel.
5. Transfer and Sub-letting. The Partner/consortium/JV 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.
6. Selected partner will be responsible for facilitating RailTel to get/collect /prepare all the documentations related to the solution proposed.
7. Affidavit as per Annexure 4 and Power of Attorney (backed by Board resolution) should be submitted in original and hard copy before signing of agreement with RailTel.
8. In case of cancellation of workorder from customer or part closure or short closure the payment to partner shall be restricted to the amount received from the end customer for the scope of work of partner.

9. **SOURCE CODE ESCROW AGREEMENT:**

9.1 Selected partner shall deposit the source code of the Software and everything required to independently maintain the Software, to the source code escrow account and agrees to everything mentioned in source code escrow agreement.

9.2 Selected partner shall deposit the latest version of source code in escrow account at regular intervals as mentioned in source code escrow agreement.

9.3 RailTel shall have the right to get the source code released and will receive no opposition/hindrances from the escrow agent and Selected partner under the following conditions: -

(i) In the event wherein Selected partner files a voluntary petition in bankruptcy or insolvency or has been otherwise declared Insolvent/Bankrupt; or

(ii) In the event wherein Selected partner has declared its expressed/written unwillingness to fulfil his contractual obligations under this Agreement; or

(iii) Selected partner is wound up, or ordered wound up, or has a winding up petition ordered against it, or assigns all or a substantial part of its business or assets for the benefit of creditors, or permits the appointment of a receiver for the whole or substantial part of its business or assets, or otherwise ceases to conduct its business in the normal course; or

(iv) Selected partner discontinues business because of insolvency or bankruptcy, and no successor assumes Selected partner's Software maintenance obligations obligations mentioned in the Agreement; or

(v) Selected partner dissolves or ceases to function as a going concern or to conduct its operation in the normal course of business or intends and conveys its intention to do so; or

(vi) Any other release condition as specified in source code escrow agreement.

9.4 Selected partner agrees to bear the payment of fees due to the escrow agent.

9.5 The escrow agreement shall ipso-facto would get terminated on delivery of source code to either of the parties upon the terms & conditions mentioned in source code escrow agreement.

**10.** Detailed Guidelines for JV/Consortium are as below (wherever JV is mentioned, it may be treated as JV/Consortium):

1) Separate identity/ name shall be given to the Joint Venture.
2) Any one of the JV members should fulfill technical criteria. Financial criteria can be met by any member of the JV or the JV members put together.
3) Number of JV members in a JV shall not be more than three. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with upto three members and not less than 10% each in case of JV with more than three members.
4) In the case of a joint venture, all the partners of the joint venture should sign the Integrity Pact.
5) All JV partners shall be jointly and severally liable for Execution of contract, Performance obligations and Penalties, damages, and claims
6) Authorized Member - Joint Venture members in the JV MoU shall authorize one of the members on behalf of the Joint Venture to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV.
7) No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the RailTel in respect of the said tender/contract.
8) Documents to be enclosed by the JV along with the tender: a. In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted: 1. A notarized copy of the Partnership Deed, 2. A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture

Agreement on a stamp paper, 109 3. A notarized or registered copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm. b. In case one or more members is/are HUF, the following documents shall be enclosed: 1. A copy of notarized affidavit on Stamp Paper declaring that he who is signing the affidavit on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF. c. In case one or more members of the JV is/are companies, the following documents shall be submitted: 1. A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, 2. The copies of MOA (Memorandum of Association)/AOA (Articles of Association) of the company 3. A copy of Certificate of Incorporation 4. A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company 5. All the Members of JV shall certify that they are not blacklisted or debarred by RailTel or Railways or any other Ministry / Department of the Govt. of India from participation in tenders/contract on the date of opening of bids either in their individual capacity or as a member of the JV in which they were/are members.

9) Performance Security: To be submitted by JV

# CHAPTER -1: INTRODUCTION

## 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-5-Certified for Process Improvement. The RailTel's Data Centres are Tier-III (Design & Facility) certified.

# CHAPTER -2:
# EOI OBJECTIVE AND SCOPE OF WORK

## 2.1 PROJECT BACKGROUND AND OBJECTIVE OF EOI

Indian Railways operates a vast and highly dynamic infrastructure network that is continuously evolving due to expansion, modernization, and operational improvements. Managing such a large and complex ecosystem requires accurate and up-to-date engineering references. At the center of this system is the Engineering Scale Plan (ESP), which serves as the primary document representing the physical layout of stations and yards, capturing key elements like tracks, crossings, platforms, and associated infrastructure. The ESP is not just a visual layout but a critical foundation for engineering validation, safety assessments, and infrastructure planning.

The importance of the ESP extends further as it acts as the base input for downstream systems such as the Signal Interlocking Plan (SIP) and advanced safety frameworks like Kavach. Because of this dependency, any inaccuracies in the ESP can create cascading issues across design, validation, and safety processes, potentially leading to flawed signalling logic, delays, and safety risks. Ensuring the accuracy of ESPs is therefore essential for maintaining operational reliability, safety, and efficiency across the railway infrastructure lifecycle.

However, maintaining accurate ESPs is challenging due to frequent on-ground changes and fragmented data ownership across multiple departments. Infrastructure updates are often not consistently reflected in documentation, leading to a disconnect between drawings and actual field conditions. Data exists in multiple formats with limited standardization, making validation and planning difficult. To address these challenges, a technology-driven approach is required leveraging LiDAR surveys, geospatial data, AI/ML, and rule-based validation—to create a centralized, geo-referenced digital repository. This would transform the ESP into a dynamic and reliable system, enabling automated validation and seamless generation of downstream engineering and safety documents.

RailTel invites EOIs from RailTel's Empanelled Partners for optimized solution and price discovery. The best offered solution for development of Indian Railways Engineering Design-AI Platform for Automated preparation of ESP/SIP/LoP/TOC will be selected and the application can be hosted in RailTel's State of art Data Centre at the discretion of RailTel.

## 2.2 SCOPE OF WORK:

### Problem Statement

The current railway infrastructure documentation process in Indian Railways is largely dependent on static drawings and siloed, department-specific data systems. This fragmented approach creates significant challenges in maintaining accuracy, consistency, and accessibility of infrastructure information. A major issue is the mismatch between actual field conditions and ESP drawings, as on-ground changes such as new assets, modifications, or removals are not consistently updated. The lack of geo-referenced data and centralized repositories makes spatial validation, planning, and cross-departmental coordination difficult, reducing the reliability of ESP as a foundational document for downstream processes like SIP, TOC, and LOP.

These challenges are further influenced by variations in adherence to railway standards (such as RDSO and SOD), differences in turnout geometry, and evolving infrastructure changes that may not always be reflected in documentation in a timely manner.

As a result, multiple versions of layouts exist, increasing dependency on manual verification and making version control difficult. Since ESP serves as the base for SIP and other downstream outputs, any inaccuracies lead to cascading impacts such as incorrect signalling design, rework during validation, delays in approvals, and reduced confidence in engineering documents. Overall, the absence of a unified, geo-referenced, and continuously updated system limits scalability, increases effort, and hinders the adoption of automated and digital solutions.

**Key Problem Areas:**

- Mismatch between field assets and ESP drawings (outdated, missing, or incorrect data)
- Non-compliance with railway standards, including turnout geometry deviations
- Lack of geo-referenced data for accurate spatial validation
- Absence of a centralized, unified infrastructure data repository
- Fragmented data ownership across departments (Engineering, S&T, Electrical, etc.)
- Difficulty in maintaining version control and traceability of updates
- High manual effort in validation, verification, and data consolidation
- Errors and inefficiencies in ESP-to- LOP, ESP-to-SIP-to-TOC conversion and downstream processes
- Delays in design, validation, approvals, and project execution
- Reduced reliability and confidence in engineering documentation

**Solution Scope**

The scope is aligned to the functional modules defined in the FRS **(attached in annexure)** and covers the full workflow from infrastructure data ingestion and digital asset library creation to validation against ground reality and Railway standards, document generation, workflow-based review, and integration with existing Railway systems. In particular, the scope includes building a centralized digital repository, extracting and structuring engineering data, supporting validation through AI/ML and rule-based checks, enabling preparation of draft ESP and SIP, supporting TOC generation through SigDATE integration, generating LOP, and integrating the overall solution with EDAS for controlled workflow and approvals. For training and tuning of the AI/ML models, stations data provided by Railways shall be used as the base training dataset during the solution development phase.

1. **Digital Library for Railway Infrastructure in connection with the generation of below mentioned drawings**
2. **Extracting Gradient Plan**
3. **Comparison of ESP Against Railway Standards and Specifications**
4. **Comparison between ESP and Ground Reality**
5. **ESP Generation**
6. **Generation of SIP from ESP**
7. **Signaling TOC Generation (via SigDATE Integration)**
8. **Generation of LOP**
9. **Integrating the System with Existing EDAS**

**Deployment of the Solution at Railway Stations:**

1) Phase Deployment 1 – Expansion to 1200 Stations in 4 Zones
2) Phase Deployment 2 – Expansion to 1200 Stations in 4 Additional Zones
3) Phase Deployment 3 – Expansion to 2400 Stations in 8 Additional Zones

The partner shall not transfer its rights and obligations under this agreement to any other party. In case of a merger of amalgamation of partner or RailTel with any other entity, the rights and obligations under this agreement will stand transferred to the merged entity.

# CHAPTER -3:
# EOI GUIDELINES

## 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 studies the EOI document and should be submitted along with the bid.

Partner must agree to comply with all scope of work and terms and conditions including special terms and conditions of the EOI . Partner to give an undertaking specifying that they will comply with SLA defined by Indian Railways for the offered Service.

### 3.1.4 Period of Validity of bids and Bid Currency

Bids shall remain valid for a period of **180 days** from bid submission date.

### 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: Earnest Money Deposit, if applicable, of the successful partner will be discharged / returned as promptly as possible after the completion of EOI process.

3.1.6.6 Forfeiture of EOI EMD or EOI 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**

3.2.1 In case the bid is successful, the SD of requisite amount (if applicable) 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/EOI Notice

**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 Price discovery**

Bidder fulfilling the eligibility criteria (as per chapter 4) would be considered as eligible Bidder and only eligible submissions will be considered for technical and financial eligibility (QCBS evaluation). RailTel may use the offered Solution to complement/bundle/co-brand/re-brand the Services to its end Customer or for internal use of RailTel.

**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.

# CHAPTER -4:
# ELIGIBILITY CRITERIA

### 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. Currency of empanelment should be valid as on date of submission of bid |
| 2 | a) Should be an organization registered under the provisions of the Indian Companies Act, 2013/ Companies Act, 1956 or a partnership firm or JV (that is an association of several persons, or firms or companies) registered under the Indian Partnership Act, 1936 or the Limited Liability Partnerships Act, 2008 or an organization registered under society Act.<br>b) Registered with the Income Tax Authorities<br>c) Registered with GST Network<br>d) Should have been operating for the last 3 years as on date of bid submission (applicable only for non-MSE bidders). | 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<br>b) Power of Attorney (POA) on Non-Judicial stamp paper of Min Value of Rs. 500/- along with Board Resolution. |

| SN | Description | Documents to be uploaded |
|---|---|---|
| | | |
| 4 | Notarized Affidavit as per Annexure 4 (Bids without Notarized Affidavit as per Annexure 4 will be summarily rejected) | Notarized Affidavit as per Annexure 4 |
| **B) Financial Eligibility** | | |
| 1 | The partner should have cumulative turnover of at least 15 cr. from previous 3 financial years ending FY 25-26. | Copy of the audited financial statement and ITR certified by CA for required financial years.<br>Audited Accounts (Balance Sheet and Profit and Loss Account, ITR certified by CA etc.) with Certificate from CA/CS/Cost Accountant with valid UDIN for last 3 FYs and current financial year.<br><br>In case the audited financial statements for the Financial Year 2025–26 are not available at the time of bid submission, the bidder may submit a provisional certificate of turnover for FY 2025–26 issued by a Chartered Accountant. |
| 2 | The partner should have positive Net worth in last 3 financial years as on 31.03.2026. | Positive Net Worth certificate issued by a Chartered Accountant for the last three financial years (FY 2023-24, FY 2024-25 & FY 2025-26). The certificate shall contain the valid UDIN number issued by ICAI.<br><br>In case the audited financial statements for the Financial Year 2025–26 are not available at the time of bid submission, the bidder may submit a provisional certificate of networth for FY 2025–26 issued by a Chartered Accountant. |
| **C) Technical Eligibility** | | |
| 1 | The bidder must have prior experience in implementation of similar work for any of Government/PSU/State Govt/Central Govt. within the last 7 Seven (07) years as of the bid submission date<br><br>Similar Work: Cloud-based IT platforms /software projects/AI Solution involving integration of multiple data sources. | Work Order and Completion Certificate from user department indicating the date of completion of work and value of work, nature of work etc Completion with Documentary Proof of Payment Receipt from CA. (with Valid UDIN number) |
| 2 | Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects. | Bidder should specifically confirm on their letter head in this regard |

| SN | Description | Documents to be uploaded |
|---|---|---|
| **D) Other Eligibility** | | |
| 1 | The Bidder 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 | Bidder should have at least 30 employees on its payroll. | Certificate from the Head of HR Department / Group Insurance Certificate |
| 3 | Quality Certificates in software development:<br>• ISO 9001<br>• ISO 27001 | Copies of valid certificates in the name of the bidding entity |

**All the attached Annexures and Forms in Chapter-7 needs to be submitted along with EOI response.**

# CHAPTER -5:

# EVALUATION AND PAYMENT TERMS

### 5.1 Evaluation Criteria

5.1.1 The bidders are first evaluated on the basis of the Eligibility Criteria as per chapter 4 above.

5.1.2 For the eligible bidders who fulfil the Eligibility criteria of Bidding, The selection shall be carried out under the Quality and Cost Based Selection (QCBS) methodology with a weightage of **60% for Technical Proposal (T)** and **40% for Financial Proposal (F)**.

5.1.3 **Technical Evaluation:** Bidders securing **minimum 60% marks in Technical Evaluation** shall be considered technically qualified.

**Criteria for Technical Eligibility Criteria of Bidders**

To be eligible for evaluation of its commercial, the Bidder shall fulfil the following Technical Eligibility Criteria (TEC)

The scoring criteria to be used for evaluation shall be as follows:

| Sl. No | Criteria | Scoring Pattern | Supporting Documents | Max Marks |
|---|---|---|---|---|
| 1 | The partner should have cumulative turnover in previous 3 financial years ending FY 25-26 | Cumulative Annual Turnover of Rs. >=15 Cr and <= 30 Cr =8 marks<br><br>>Rs. 30 Cr =10 Marks | Copy of the audited financial statement and ITR certified by CA for required financial years. Audited Accounts (Balance Sheet and Profit and Loss Account, ITR certified by CA etc.) with Certificate from CA/CS/Cost Accountant with valid UDIN for last 3 FYs and current financial year. | **10** |
| **2** | The bidder must have prior experience in implementation of similar work for any of Government/PSU/State Govt/Central Govt. within the last 7 seven (07) years as of the bid submission date<br><br>Similar Work: Cloud-based IT platforms /software projects/AI Solution involving integration of multiple data sources. | 1 Project =7 Marks<br><br>> 1 Project and <=3 projects =10 Marks<br><br>>3 projects =15 Marks | Completion Certificates | **15** |
| **4** | Valid certification from any Railway Board/ RDSO / Government Entity for developing a AI-powered Software Solution | Bidder having Valid Certificate = 10 Marks | Valid certification from any Railway Board/ RDSO / Government Entity for developing a AI-powered Software Solution | **10** |

| | | | | |
|---|---|---|---|---|
| **5** | ISO & CMMI Certification of the participating bidder | Valid ISO/CMMI Level Compliance Certificate in Software Application Development & Artificial Intelligence.<br><br>ISO 9001 = 4 marks<br><br>ISO 27001 =4 Marks<br><br>CMMI Level 3 or above= 2 marks | Copy of Valid certificate | **10** |
| **6** | Bidder should have at least 30 employees on its payroll. | >= 30 employees and <=50 =8 marks<br><br>More than 50 employees = 10 marks | Certificate from the Head of HR Department / Group Insurance Certificate | **10** |
| **7** | Approach & Methodology, Work Plan - Technical Approach Response Document | Understanding of the requirements, Approach & Methodology, Technical Solution, Work Plan & Training Plan for execution of the assignment. | Technical Proposal | **20** |
| **8** | Presentation /Demonstration | A detailed presentation showing the capabilities of the bidder along with the abilities below:<br><br>• Approach for Creating a Digital Repository – **5 Marks**<br>• Approach for ESP Validation and Generation – **5 Marks**<br>• Approach for ESP to SIP Generation – **5 Marks**<br>• Approach for LOP Generation – **5 Marks** | Presentation | **25** |

| | | | | |
|---|---|---|---|---|
| | | • Approach for Extracting Gradient Plan – **5 Marks** | | |
| **Grand Total** | | | | **100** |

5.1.4 **Financial Evaluation:** Financial proposals of only technically qualified bidders shall be considered.

F (Financial Score) = (Lowest Bid / Bid under consideration) × 100

5.1.5 **Final Evaluation**:

Final Score (S) = (Technical Score(T) × 0.60) + (Financial Score(F) × 0.40)

5.1.6 The bidder with the highest Final Score (S) will be selected for complete 'Scope of Work' as mentioned in the EOI document and SOR subject to the respective overall bid is in compliance to the requirements of this EOI. The so selected partner will be termed as 'Techno-Commercially Suitable Partner (hereafter referred to as 'PARTNER')'.

5.1.7 RailTel reserves the right to have negotiation with the PARTNER at any stage before issuing of LOA/Work Order. Successful bidder may be called for negotiation for finalising the final price so as to arrive at best competitive Offer so as to participate in the end Customer's RFP/submission of proposal to the end Customer.

5.1.8 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.

5.1.9 RailTel at its sole discretion may award Partial/complete order to the successful bidder based on the end Customer's Work order which will be binding on the bidder.

5.1.10 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**

5.2.1 Payment will be on 'back-to-back' i.e 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. Tentative Payment terms are mentioned below and subject to change based on end Customer's payment terms & conditions.

1. Solution Development Cost

Payments for the Solution Development Cost shall be milestone-based and released against completion of the following deliverables:

- **Submission of FRS, DB design and Mock-ups**: Invoice of 15% of the total value will be raised upon submission of FRS, DB design and Mock-ups, and 2% for the ML training data cost shall be raised upon upon submission of FRS, DB design and Mock-ups.
- **ESP to SIP Generation**: 20% of the total value shall be invoiced upon delivery and acceptance of the ESP to SIP generation module.

- **ESP Validation Against SOD and Rectification Workflow**: 18% of the total value shall be invoiced on completion and acceptance of the validation and rectification workflow.
- **Generation of As-Is ESP and Variance Against Design**: 20% of the total value shall be raised upon delivery of the relevant module and associated workflow.
- **Generation/Updation of ESP**: 15% of the total value shall be raised upon completion of the ESP generation/updation milestone.
- **Generation of LOP and TOC**: 10% of the total value shall be raised upon delivery and acceptance of the LOP and TOC generation.

**Annual Maintenance Contract (AMC)**

- AMC charges, calculated at 20% of the Solution Development Cost (excluding Training Data Cost), shall be payable annually in advance at the beginning of each contract year, for a period of five years.

2. **Phase 1 Expansion to 1,200 Stations in 4 Zones.**
   - The project execution is structured in milestone-based batches of 240 stations each, covering a total of 1,200 stations across five milestones.
   - Invoicing shall be raised upon creation of the Digital Library and ESP Variance delivery for each 240-station milestone, resulting in five invoices during Phase 1.
     - Stations 1–240 – 1st Invoice
     - Stations 241–480: 2nd Invoice
     - Stations 481–720: 3rd Invoice
     - Stations 721–960: 4th Invoice
     - Stations 961–1,200: 5th Invoice

3. **Phase 2 Expansion to 1,200 Stations in 4 New Zones**
   - Customization cost for Zone Specific Rules for 4 new Zones shall be invoiced upon completion and acceptance of the zone-specific configuration.
   - The project execution is structured in milestone-based batches of 240 stations each, covering a total of 1,200 stations across five milestones.
   - Invoicing shall be raised upon creation of Digital Library and ESP Variance delivery for each 240-station milestone, resulting in five invoices during Phase 2.
     - Stations 1–240 – 1st Invoice
     - Stations 241–480: 2nd Invoice
     - Stations 481–720: 3rd Invoice
     - Stations 721–960: 4th Invoice
     - Stations 961–1,200: 5th Invoice
4. **Phase 3 Expansion to 2,400 Stations in 8 New Zones**
   - Customization cost for Zone Specific Rules for 8 new Zones shall be invoiced upon completion and acceptance of the zone-specific configuration.
   - The project execution is structured in milestone-based batches of 480 stations each, covering a total of 2,400 stations across five milestones.
   - Invoicing shall be raised upon creation of Digital Library and ESP Variance delivery for each 480-station milestone, resulting in five invoices during Phase 3.

- Stations 1–480: 1st Invoice
- Stations 481- 960: 2nd Invoice
- Stations 961-1440: 3rd Invoice
- Stations 1441-1920: 4th Invoice
- Stations 1921-2400: 5th Invoice

5. **Support Team Charges & AMC**
   - Charges for the Central Support Team, Zone Support Teams and AMC shall be invoiced quarterly in advance, at the start of each quarter for the Central Support team and the Zone Support team.

5.2.2 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 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.

5.2.3 Other standard deductions such as SD/IT deductions/IT cess/Labour cess etc. would be levied on the contract value of the vendor as per the prevailing rate.

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

5.2.5 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.

**#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

**5.5 Contract Period and AMC**

Multiple contracts may be placed to the successful vendor upon receipt of the customer's Work order based on the rate finalised through this EOI. Contract period and AMC will be as per end Customer's Work Order.

# CHAPTER -6:
# GENERAL GUIDELINES

### 6.1 Service Level Agreement (SLA)

The selected Partner shall be required to adhere to the Service Level Agreement (SLA) as specified in the Customer's RFP and/or Work Order for the given scope of work, details of which shall be communicated at the time of issuance of the Letter of Acceptance (LOA).

### 6.2 Performance Bank Guarantee (PBG)

The Performance Bank Guarantee (PBG) shall be submitted in accordance with the Customer's RFP and/or Work Order, the details of which will be communicated to the Partner at the time of issuance of the Letter of Acceptance (LOA).

### 6.3 Insurance

The selected Partner agrees to take insurances at its own expense ,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):

Liquidated Damages (LD) shall be applicable as per the terms and conditions specified in the Customer's RFP and/or Work Order, which shall be communicated to the Partner at the time of issuance of the Letter of Acceptance (LOA).

### 6.5 Delivery and Inspection:

Delivery, Installation and Commissioning Period: As per Customer tender/requirement.

Tentatively – i) 6 months from issue of LOA for Solution development.
ii) 4 month each for Phase-1 and Phase-2 deployments and 6 months for Phase-3 deployment after Solution development.

### 6.6 Provisional Acceptance Certificate (PAC)

As per Customer RFP/WO.

### 6.7 Final Acceptance Certificate (FAC)

As per Customer RFP/WO.

### 6.8 Pre – Contract Integrity Pact

**(--Deleted--)**

### 6.9 Other Conditions:

**(--Deleted--)**

# CHAPTER -7:
# ANNEXURES AND FORMS

**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

**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**

<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 CONSORTIUMPARTNERS ALONGWITH THE EOI DOCUMENTS
(To be executed in presence of public notary on non-judicial stamp paper of the value of Rs. 500/- 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 EOI No. __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 ors hall 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 pursuance 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 not withstanding 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.

**(In the box)**

**Date: Signature with seal–**

**Name:**

**Designation**

## Annexure-6: EMD (as BG) Format

BG NO:
ISSUANCE DATE: DD-MM-YYYY
BG AMOUNT: Rs xxxxxxx /-
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 not withstanding 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 (--Deleted--)**

**Annexure-8: Consortium Format**

**(On non- judicial stamp of Rs.500/- duly notarized by Notary Public)**

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---)**

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

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

**Annexure 13 PROFORMA FOR "NIL DEVIATION COMPLIANCE UNDERTAKING"**
**(To be signed on Bidder's 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**

**EoI Reference No.:**

**Sub: NIL Deviation 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

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

**Annexure 16 - AFFIDAVIT BY SOLE PROPRIETORSHIP FIRM/ HUF WHEN PARTICIPATING IN JOINT VENTURE**

**(to be executed non judicial stamp paper of appropriate value as per law of state concerned- Non Judicial stamp paper should be purchased in the name of proprietor of the firm)**

**(The Affidavit shall be submitted in following format on the non- judicial stamp of Rs.500/- duly notarized by Notary Public)**

I……………………S/o Shri……………………………………aged about ..................... years R/o… ................................do hereby solemnly affirm and declare as under:

i. That I am running a business in the name and style of M/s… ....................................which is a sole proprietorship firm and which has got GST registration No……………………...
ii. That I am the sole proprietor of the said firm M/S ……………………………………………………………………………………………
iii. That the Head office of the above named firm is situated at………………………………………………………………………………………
iv. That I through my above named firm shall participate in the tender No. …………………….. issued by ………………….. for the work namely " " in Joint Venture and for the purpose shall enter into and execute joint venture agreement with M/S ………………. & M/S …………………. (name of other constituent(s) of joint venture).

DEPONENT

Verification:

Verified at…………on this …………day of that the contents of my above affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed therefrom.

DEPONENT
(seal and signature of Notary Public)

Notes:

1. In this format space has been provided for entering details of two constituents of the JV however if the number vary details may accordingly be entered.
2. The document should be notarized at its place of execution (Place of signing the document).
3. Each page of the document should be signed by executants.

**Annexure 17 - MEMORANDUM OF UNDERSTANDING FOR JV**

**(The Memorandum shall be submitted in following format on the non- judicial stamp of Rs.500/- duly notarized by Notary Public)**

**NOW THIS** Memorandum of Understanding is executed at …………………. (Name of Place) on this date ………………… (DD/MM/YY) between M/s (Name of first constituent and address) as the first party represented by Shri ………………………………and M/s…………………………… (Name of 2nd constituent and address) represented by Shri……………………….. As the second party and so on 3rd, 4th &5th subsequent parties. (The expression and words of first and second and other shall mean and include their heir"s successors, assigns, nominees, execution, administrators and legal representatives respectively).

**AND WHEREAS** the parties herein above mentioned are desirous of entering into a joint venture for carrying out ____________________ contract works in connection with Tender No. __________ dated ______________ _____________________________, as mutually decided between members of Joint Venture Agreement.

1. That we M/s…………………………….. (JV firm) on behalf of all members of this joint venture agreement agreed that M/s __________will be "Lead Partner" of this Joint Venture.
2. That under this MOU, the work will be done jointly by M/s …………………The first party and M/s ……………………… the second and so on in the name and style of ……………………….. (Name) (Joint venture firm).
3. That we JV firm M/s …………………………. on behalf of all the members of JV firm shall be legally liable, severally and jointly responsible/ liable for the satisfactory/ successful execution/ completion of the works including maintenance period in all respects and in accordance with terms and conditions of the contract.
4. That we M/s JV firm…………………………….. On behalf of all the members of the JV firm to which the contract is awarded, shall be jointly and severally liable to the Employer (Railways) for execution of the project in accordance with General and Special Conditions of the Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract or due to non-execution of the contract or part thereof.
5. M/s (Name of Lead Firm ) of JV firm shall be the lead member of the JV firm who shall have a majority ……………..% share of interest in the JV firm. The other (One/Two) members shall have following share: - M/s …………… (Name of Second Firm) have ……. % and M/s ………….. (Name of Third Firm if any) have ……..% share of interest in the JV Firm.
6. That this JV shall be valid during the entire currency of the contract including the period of extension, if any ,and the maintenance period after the work is completed.
7. That we all the Joint Venture members authorize Mr./Ms.……………………..…one of the members on behalf of the JV firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/ correspondence with respect to the contract would be sent to this authorized member …………………. (Address) of the JV firm. In case the offer is submitted by the person other than those who is appointed as above and there is difference between the name of the person authorized as above and the person who digitally submitted the offer then our offer shall be deemed to be summarily rejected.

8. That no member of the JV shall have the right to assign or transfer the interest right or Liability in the contract without the written consent of the other members and that of the employer (Railways) in respect of the said tender/contract.
9. That we all the members of the JV certify that we have not been black listed or debarred by Railways or any other Ministry/Department /PSU (Public Sector Undertaking) of the Govt. of India/ State Govt. from participation in tenders/contract in the past either in our individual capacity or as a member of the JV firm or partnership firm in which they were members/partners.
10. That this Joint Venture MOU shall in all respect be governed by and interpreted in accordance with Indian Laws.

Now the parties have joined hands to form this MOU on this date ………………….. (DD/MM/YY) with reference to and in confirmation of their discussions and understanding brought on record on date ……………. (DD /MM /YY).

In witness thereof all/both the above named parties have set their respective hands on this MOU on ……..the day, ……month …….and year… .......... first above mentioned, in the presence of the following witnesses: -

1. First party (authorized signatory)
2. Second party (authorized signatory)
3. Third party (if any) (authorized signatory)

**With Seal of parties**

Witnesses with name & full address: -

1…………………………………2………………………...

Date……
Place…….

NOTE: - Should MOU be in more than one separate page, each page shall be Signed by the authorized signatory.

**Annexure 18 - POWER-OF-ATTORNEY ON BEHALF OF THE JOINT VENTURE**

**(to be executed non judicial stamp paper of appropriate value as per law of state concerned non-judicial stamp paper should be purchased in the name of the members of Joint Venture)**

**(The POWER-OF-ATTORNEY shall be submitted in following format on the non-judicial stamp of Rs.500/- duly notarized by Notary Public)**

KNOW ALL MEN BY THESE PRESENTS THAT WE THE PARTIES whose details are given here under:

1. ………………………………………………………………………….…………….(name of constituent) (address) as the first party.
2. ………………………………………………………………….(name of constituent) (address) as the second party.

Have entered into a Joint Venture agreement for the purpose of securing the work advertised by ………………. vide NIT No………………………details of works are as under: "…………………………………………………………………………………………………… ……………………..”

The aforesaid Joint Venture shall be known by the name "……………………………………………….." (Hereinafter called the Joint Venture which Expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns.

We the above said parties, through this power of Attorney do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. …………………S/o Shri ……………………… (address) who is presently holding the position of ………………………………… in …………………………………. the firm/ company as our true and lawful attorney (hereinafter referred to as "Attorney") of the Joint Venture to jointly or severally exercise all or any of the following powers for and on behalf of "…........................................................ (name of JV) in connection with aforesaid bid:

1. To sign and submit Tender and participate in the aforesaid bid of the ………………….. on behalf of the Joint Venture.
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc. on behalf of Joint Venture.
3. To negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the Joint Venture in connection with completion of aforesaid tender work and to enter into liability against the Joint Venture.
4. To sign, execute the contract with ………………….. for and on behalf of the Joint Venture.
5. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above on behalf of Joint Venture.

The Joint Venture agrees and undertakes that in the event of any change in the constitution of the Joint Venture the rights and obligations of the Joint Venture shall continue to be in full force without any effect thereof.

We all the members of Joint Venture undertake that we shall not cancel or amend this Power of Attorney unilaterally and without prior written consent of …………………...

AND the Joint Venture hereby agrees that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the Joint Venture and the Company hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

IN WITNESS WHEREOF the members constituting the Joint Venture as aforesaid have executed these present, on this………………… day of………………… 20…. , under the common seal(s)/seals of their companies and/or firms(s), in presence of:

WITNESSES: Signature of authorized signatories & their Seals:

1. Signature
Name:
Address:

1. First Party (signature)
Name:
Seal

2. Signature
Name:
Address:

2. Second Party (signature)
Name:
Seal

Specimen Signatures of Attorney Holder in token of acceptance:
Name………………………Signature…………………

Executed and Signed before me on this…………day of ……………….
At ………… (place).

(seal and signature of Notary Public)

Notes: 1. In this format space has been provided for entering details of two constituents of the JV however if the number vary the details may accordingly be entered.
2. The document should be notarized at its place of execution (Place of signing the document).
3. Each page of the document should be signed by executants.

**Annexure 19 - "LETTER OF CONSENT"**

**(To be submitted by Partnership Firm participating as member of JV)**

**(to be executed on non-judicial stamp paper as per tender conditions-Non Judicial stamp paper should be purchased in the name of partners of the firm)**

**(The Letter of Consent shall be submitted in following format on the non- judicial stamp of Rs.500/- duly notarized by Notary Public)**

We the following partners of M/s.......................................................................(Indicate name of firm) (1)………S/o……………R/o………..2…S/o……………R/o……3……… S/o……………R/o…………….4…………S/o……………R/o……5………S/o R/o ………….6…………S/o……………R/o………having its office at..........................hereby give our consent on behalf of M/s ....................................................................................................................................(Indicate name of firm), which is registered at Registration No………………………by Registrar of Firms……………, in favour of Mr.………………………………….. (Indicate name of Partner), whose specimen signature are appended below, for entering into Joint Venture Agreement with M/s……………………………… (Indicate name of other firm"s)...having office at ……………………….......................................................................................in ....................................................................................................................................connection.......................................................................................................................................with T. ....................................................................................................................................No…… ……………Name ........................................................................................................of ....................................................................................................................................work …..........................to sign & execute the MOU, JV agreement and all other required documents pertaining to above said tender on behalf of firm.

We have read the contents of this letter of consent & accept the same and we hereby agree to and ratify all acts, deeds & things of them or any documents executed by the said partner in the scope of this letter of consent on behalf of firm.

This letter of consent is made at ……………. on ………………

Name & Signature of Partner/s

(Signature of Sh ..........................)

Date: ………….. 1…………………

**Place:…………..** **2…………………**

**3…………………**

**Seal of the Firm**

(seal and signature of Notary Public)

**Note:-**

1. The stamp duty of Rs. 500/- or shall be governed by the provision of the Law relating to stamp in force in that State at the time.
2. Each page of the document should be signed by executants.

**Annexure 20 - SPECIAL POWER OF ATTORNEY**

**(To be submitted by Private/Limited Companies, Sole Proprietor or HUF participating as member of JV)**

**(to be executed non judicial stamp paper of appropriate value as per law of state concerned-Non Judicial stamp paper should be purchased in the name of proprietor of the firm)**

**(The Special Power of Attorney shall be submitted in following format on the non- judicial stamp of Rs.500/- duly notarized by Notary Public)**

**BE IT KNO**WN to all that I …………….. (Indicate name of Director/Sole Prop.)……… at the Company/Proprietary firm (Indicate Name of Company & CIN no. / Sole Proprietary firm)
………. having its office at …………………… do hereby for and on behalf of the said Company/Proprietary firm appoint Sh.…………….S/o Shri …………age….. (Indicate Name of Nominee with full address) of the Company/Prop. Firm as our Attorney, whose specimen signature are appended below to execute the MOU/ JV Agreement & all other required documents with M/s
……………. (Indicate Name of other Co. /Prop. firm)………….. Situated at …......................... in connection with the following tender invited by ……………………..:-

"T. No………………………Name of work................................................................. ""

We/ I have read the content of this Special Power of Attorney & accept the same, and we/ I hereby agree to ratify & confirm & do hereby ratify & confirm all acts, deeds & things lawfully done or caused to be done by our said Attorney.

In witness where of I…………… (Indicate name of Director/ Sole Prop.) Of M/s………………… (Indicate name of Co. / Prop. Firm) the above namedDirector / Proprietor has executed this Power of Attorney.

For M/s…………………

(Sign. of Shri…………………) (Sign& Seal..................)
Place…
Date:-………….

Executed and Signed before me on this…………day of ……………… At……………… (place).

(Seal and signature of Notary Public)

**Note: -**

1. Not required if MOU/ JV is signed by Proprietor, Karta of HUF itself.

**Annexure 21 - SPECIMEN BOARD"S RESOLUTION OF A PRIVATE/LIMITED COMPANY FOR ENTERING INTO JV WITH OTHER ENTITIES**

**(The Specimen Board shall be submitted in following format on the non- judicial stamp of Rs.500/- duly notarized by Notary Public)**

Extract from the minutes of meeting of Board of Directors of the company held on ……………… (Date) at the office of the company situated at ………………………………………………… (Address of the company).

*******

RESOLVED THAT............................................................. (Name of the company) have decided to participate for the said tender for the work of ……………………………………………………………. (Name of the work) in joint venture with M/s……………………………….. (Name of the other Firm/Firms or company/companies with addresses) in name and style of the JV firm ……………….. (Name of the Joint Venture firm).

FURTHER RESOLVED THAT Shri ………………………. (Name and designation of authorized person of the company) is hereby authorized to execute & sign all necessary documents for submission of tender documents, JV Agreement and any documents in connection with present tender on behalf of company etc. For the above mentioned work on behalf of the company.

Signed by Managing Director/ Director/ Company Secretary of the Company

Dated:

Executed and Signed before me on this………..day of ……………At ………….. (place).

(seal and signature of Notary Public)

Note: -

1. Stipulations in the above specimen Board's Resolution are for guidance only. Companies can incorporate other stipulation /stipulations relevant with the tender and formation of JV, if required.
2. The above Annexure should be executed on the Letter Head of the company.
3. The document should be notarized at its place of execution (Place of signing the document).
4. Each page of the document should be signed by authorized signatory(s).

**Annexure 22 - SPECIAL POWER-OF-ATTORNEY**

**(FOR SIGNING JOINT VENTURE AGREEMENT ON BEHALF OF PARTNERSHIP FIRM)**

**(to be executed non judicial stamp paper of appropriate value as per law of state concerned-Non Judicial stamp paper should be purchased in the name of partners of the firm)**

**(The Special Power of Attorney shall be submitted in following format on the non-judicial stamp of Rs.500/- duly notarized by Notary Public)**

KNOW ALL MEN BY THESE PRESENTS: WHEREAS WE

(1)………………………….. S/o Shri………………. R/o…………………………
(2)………………………….. S/oShri……………..… R/o………………..………

All are the partners of a partnership firm namely M/s. ……………………………… (Name of firm) hereinafter referred to as „firm", which is registered at Registration No………………by Registrar of Firms……………….. The firm is having its head office at ..........................................................................(hereinafter to be referred as the 'Firm').

AND WHEREAS we all the above named partners have on………………….(date) given our consent on behalf of firm to participate in the tender No. ……………….. issued by ………………… for the work namely "………………" in Joint Venture with M/S …………………. & M/S…………………

We the above named partners of above named firm do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. ………………………. S/o ………………… Shri ……………………………(address) & Mr./ Ms. ………………………. S/o ………………… Shri ……………………………(address) as our true and lawful attorney (hereinafter referred to as "Attorney") of the firm to jointly or severally exercise all or any of the following powers for and on behalf of M/S ……………… (name of firm) in connection with aforesaid bid:

1. To enter into and execute and sign JOINT VENTURE agreement, on behalf of our firm with M/S………………… & M/S…………………………
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc. in connection with aforesaid bid.
3. To negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the firm in connection with completion of aforesaid tender work and to enter into liability against the firm.
4. To sign, execute the contract with ………………… for and on behalf of the firm.
5. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above and to enter into liability against the firm.

We on behalf of firm undertake that it shall not cancel or amend this power of Attorney without obtaining previous written consent of …………………….

We on behalf of firm hereby agree that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the firm and we hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

Specimen signatures of the Attorney are appended below.

IN WITNESS WHEREOF this deed has been signed and sealed by us the under named, on this………………… day of............................20…. , in presence of:

WITNESSES:

| | |
|---|---|
| | Executants Partners |
| 1.Signature | (Name ) ( Signature) |
| Name: | 1…………………………….. |
| Address: | 2…………………………….. |

2. Signature

Name:

Address:

Specimen Signatures of Attorney Holder(s) in token of acceptance:

(1) Name………………………………Signature……………………

(2) Name………………………………Signature……………………

Executed and Signed before me on this……….day of ……… At ……………… (place).

(seal and signature of Notary Public)

Notes:

1. In this format space has been provided for entering details of four partners, two constituents of JV and two attorney holders, however if the number vary the details may accordingly be entered.
2. The document should be notarized at its place of execution.
3. Each page of the document should be signed by executants.

**Annexure 23 - JOINT VENTURE AGREEMENT**

**(to be executed non judicial stamp paper of appropriate value as per law of state concerned-Non Judicial stamp paper should be purchased in the name of the LLP)**

**(The Joint Venture Agreement shall be submitted in following format on the non- judicial stamp of Rs.500/- duly notarized by Notary Public)**

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/S ……………………….. (name of LLP & LLPIN number) is a LLP registered under the LLP Act, 2008, and having its registered office at………………… (Hereinafter called the 'LLP').

AND WHEREAS by its resolution No………………… passed in the meeting held on………………… of the Partners of the LLP, the LLP ……………….. (LLP name) has decided to participate in the tender No. ………………. issued by …………………………. for the work namely "……………………………….."

in Joint Venture and for the purpose the LLP shall enter into and execute joint venture agreement with M/S …………………….. & M/S ……………………………….. (name of other constituent(s) of joint venture) AND THAT M/S (name of the lead member of joint venture) shall act as the lead member of above mentioned joint venture.

I……………………………………………………(name and designation) the authorized representative of M/S ………………… …………………………………………………… (name of LLP) duly authorized in this behalf by aforesaid resolution do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms………………(designation) …………………. (address) & Mr./ Ms………………(designation) …………………. (address) who is/are presently holding the above mentioned position in the LLP as our true and lawful attorney (hereinafter referred to as "Attorney") of the LLP to jointly or severally exercise all or any of the following powers for and on behalf of M/S ………………………………………………………………… (Name of LLP & LLPIN number) in connection with aforesaid bid:

1. To enter into and execute and sign JOINT VENTURE agreement, draft of which has been approved by the LLP, on behalf of the LLP with above named constituents for participating in the aforesaid bid of the ………………… on behalf of the LLP.
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc.
3. To do any other act and complete requisite formalities on behalf of the LLP in connection with completion of aforesaid tender work and to enter into liability against the LLP.
4. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above.

The LLP agrees and undertakes that in the event of any change in the constitution of the LLP, the rights and obligations of the LLP shall continue to be in full force without any effect thereof.

The LLP undertakes that it shall not cancel or amend this power of Attorney without obtaining previous written consent of ………………..

AND the LLP hereby agrees that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the LLP and the LLP hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

IN WITNESS WHEREOF this deed has been signed and sealed by Shri……………………………(name and designation), on this day

of .......................... 20… , in presence of:

WITNESSES:

Signatures of authorized representative & Seal of LLP:

Name of authorized representative:
Designation:

1. Signature
   Name:
   Address:

2. Signature
   Name:
   Address:

Specimen Signatures of Attorney Holder in token of acceptance:

(1) Name ………………………………Signature……………………

(2) Name ………………………………Signature…………………

Executed and Signed before me on this…………day of ………………At ………………… (place).

(Seal and signature of Notary Public)

Note: -

1. The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Power of Attorney is being executed. The Power of Attorney shall duly registered with registrar or notarized.
2. The document should be notarized at its place of execution (Place of signing the document).
3. Each page of the document should be signed by executants

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