

NOTICE INVITING EXPRESSION OF INTEREST (EOI)

EOI NO.: RCIL/NR/TM/JP/EOI/HPSS/2025-26 DATED 25/02/2026

Expression of Interest (EOI) from RailTel's Empaneled Business Associate Partners for Selection of Implementation Partner for exclusive PRE-PROPOSAL/BID TEAMING ARRANGEMENT for “Design, Development, Implementation & Maintenance of Integrated PUCC Software and hardware mode solution for Transport Department Government of Rajasthan”

Issued by:



RailTel Corporation of India Ltd

(A Nav-Ratna PSU under Ministry of Railways)

Territory Office, Jaipur

Website:- <https://www.railtelindia.com>

Disclaimer

RailTel Corporation of India Ltd. (herein after called the RailTel) has prepared this Expression of Interest (EOI) document solely to assist prospective bidders in making their decision of whether bid or not to bid.

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

End Customer Tender Details

EOI Title	Document for Design, Development, Implementation & Maintenance of Integrated Hybrid PUCC Software and hardware solution for Transport Department, Government of Rajasthan.
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Bidder is required to download and read complete RFP/ clarifications/ reply to pre-bid queries/ subsequent amendments/ subsequent corrigendum issued by the end customer till the last date of submission of response to this EOI. Submitting response/ bid to this EOI will be considered as that the bidder has submitted technical and financial bid considering all the entities mentioned above and agrees to all terms and conditions mentioned in end customer RFP and will not deviate from the quoted technical and financial solution.

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EOI NOTICE

RailTel Corporation of India Limited, Territory office, Jaipur.

EOI NO.: RCIL/NR/TM/JP/EOI/HPSS/2025-26 DATED 24/02/2026

RailTel Corporation of India Ltd., (here after referred to as “RailTel”) invites EOIs from RailTel’s Empaneled Business Associate for Selection of Pre and Post Implementation Partner from RailTel Empaneled Business Associate for exclusive PRE-BID/Proposal submission to CoR related TEAMING ARRANGEMENT for “Design, Development, Implementation & Maintenance of Integrated **Hybrid PUCC Software and hardware solution** for the State of Rajasthan”

The details are as under:

SCHEDULE OF EVENTS

1	Date of EOI Floating	25-02-2026
2	Last date for submission of Bids against EOI	28-Feb-2026 at 15:00 Hours
3	Opening of Bids received against EOI	28-Feb-2026 at 15:30 Hours
4	Number of copies to be submitted	Single Stage (Single Packet System)
5	EOI document cost inclusive tax (non-refundable)	Nil
6	EOI processing fee inclusive tax (non-refundable)	Rs. As per E – Nivida
7	Estimated amount of EOI	Rs 12,00,00000/-
8	EMD for Pre-Bid Arrangement	EOI EMD for an amount of Rs.12,00,000/- (Rs. Twelve Lakh only)
9	Bid Submission Mode	Online on https://railtel.enivida.com

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

While participating in EoI the bidder needs to submit EMD i.e. EOI EMD for an amount of Rs Twelve Lakh Online payment: E-Nivida Portal

RailTel Bank Details for Submission of EMD / PBG: State Bank of India, Account no. 44105658136, IFSC Code: SBIN0004079. Demand Draft should be submitted in favor of RailTel Corporation of India Limited payable at New Delhi.

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

Contact Details for this EOI:

1. Contact: Sh. S.S Jeph, JGM/Jaipur
¶ ssjeph@railtelindia.com Contact: +91-9001044112
2. Contact : Sh. Shanker Lal Kumawat , AGM Bikaner
shankerk@railtelindia.com Contact: +91-9717644165
3. Contact Sh. Parmod Kumar, Sr. Manager – Finance
caparmod@railtelindia.com Contact: +91-7044821123

Note:

1. The EOI response is invited from eligible Empaneled Partners of RailTel only.
2. All the document must be submitted with proper indexing and page no.
3. This is an exclusive pre-RFP partnership arrangement with empaneled business associate of RailTel for participating in the end customer RFP. Selected partner's authorised signatory has to give an undertaking they will not submit directly or indirectly their bids and techno-commercial solution/association with any other Organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to prospective customer Organization by RailTel). This undertaking has to be given with this EOI Response.
4. Transfer and Sub-letting: The Business Associate has no right to give, bargain, sell, assign or sublet or otherwise dispose-off the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
5. Bidder has to 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.
6. Bidder also undertake to submit MAF of major items of the proposed solution and other documents required in the end Customer Organization's tender in favour of RailTel against the proposed products. The selected BA has to provide MAF from the OEM in the name of RailTel for bidding in the concerned tender of CoR, if their proposed solution is quoted to the customer.
7. The selected bidder will have to accept all Terms & Conditions of CoR RFP on back-to-back basis.
8. Any corrigendum(s) issued by CoR against pertinent tender/RFP shall be the part and scope of this EOI document on back-to-back basis.
9. No exemption/relaxation is applicable to MSME/Startups.
10. Only, the eligibility clause/criteria and marks scoring criteria for SI/BA (Prospective BA/SI) as mentioned in CoR's RFP is not applicable on the bidder/BA applying against this EOI. Rest all Terms & Conditions of RFP floated for pertinent tender will be complied by SI/BA/bidders.
11. However, OEM considered by SI for this project have to mandatorily comply all the eligibility & technical criteria/compliance on back-to-back basis in line with COR RFP and corrigendum(s) issued thereof.
12. Please refer CoR RFP Payment terms as this will remain applicable on back-to-back basis on successful bidders.
13. Bidder may check the price/commercial bid as per BOQ and match the same with FORMATS FOR

SUBMISSION OF THE COMMERCIAL BID of CoR's RFP and if found any discrepancy, may be brought in the notice of RailTel immediately and may modify their financial bid format as per CoR RFP financial bid document.

14. This is a customer centric bid on back-to-back basis. The benefits of MSME shall not be applicable on this EOI & Work Order issued basis this EOI.
15. All terms and conditions including SLA/Payment/Penalties will be applicable back-to-back to the bidder.
16. No advance payment is applicable in the EOI and payment will be released on receipt from the COR.

1. About RailTel

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

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

2. Background of EOI

RailTel Corporation of India Ltd (hereafter referred to as ‘RailTel’) an ICT arm of Indian Railways has been in the forefront of building innovative platforms and solutions and vision to build range of Information and Communication Technology (ICT) Services for its customers.

In this regard, RailTel intends to submit Techno-Commercial offer to Customer of RailTel (CoR) in State of Rajasthan (hereafter referred as ‘CoR’) and accordingly seeks to select a suitable partner for pre-bid arrangement.

RailTel intends to submit **Techno-Commercial** offer to Customer of RailTel (CoR) for Design, Development, Implementation & Maintenance of **Hybrid PUCC Software and hardware mode solution** for the State of Rajasthan.

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

Bidder has to agree to comply with all OEM technical & financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the EOI. Bidder also undertake to submit MAF of major items of the proposed solution and other documents required in the EOI in favor of RailTel against the proposed products. The selected BA has to provide MAF from the OEM in the name of RailTel for further submitting proposal to CoR, if their proposed solution is quoted to the customer.

The details of pertinent tender are as below:

RailTel invites EOIs from RailTel's Empaneled Partners for the selection of suitable partner to submit best techno commercial proposal to CoR for the complete scope of work as mentioned in the EOI. The empaneled partner is expected to have excellent execution capability and good understanding of customer local environment.

The make and model shall be clearly mentioned in the proposal.

3. Scope of Work & Partner Selection

A. Core Components

1. **AI/ANPR Camera System:** Installed at fuel pumps, these cameras automatically detect vehicle details (RC, Insurance, Fitness & Theft Status) and generate challans for defaults.
2. **Hybrid PUC Software:** A secure, real-time monitoring system with geo-fencing, preventing certificate issuance outside designated zones.
3. **UIN/QR Code Integration:** Issuance of secure QR code/UIN stickers (1 for 2/3-wheelers; 2 for LMV/HMV and other all type vehicle) affixed to vehicles for easy scanning.
4. **Mobile Application:** Facilitates manual verification via QR scan or Vahan portal linkage for operators.

B. Operational SOP (Fuel Supply Restriction)

To maximize compliance, the following Standard Operating Procedure (SOP) will be enforced at fuel pumps:

1. **Arrival:** Vehicle arrives for refuelling.
2. **Verification:** Operator scans the vehicle using the ANPR Camera and Mobile App (QR/UIN).

RCIL will establish ANPR Camera in accordance with Direction given Transport Department Government of Rajasthan Which can also read end of life vehicle & announce audio message on petrol pumps / space advise by Transport Department. Message announcement is as per guidelines of Transport Department Government of Rajasthan. ANPR Camera or All Hardware is subject to approval of Transport Department Government of Rajasthan.

3. **Validation:**
- **Valid PUC:** Refuelling proceeds immediately.
 - **Invalid PUC:** Customer is directed to the on-site Pollution Checking Centre.
4. **Issuance:** The centre tests the vehicle using Vahan-linked Gas Analysers/Smoke Meters and issues a new PUC certificate with QR/UIN code.
- Source code of software will be handover Govt. of Rajasthan as their requirement. Server will be installed at state data center or as per decided Govt. of Rajasthan. Data Safety, Security & Privacy will be insure by BA if any data leak, miss use & theft then criminal processor will be initiate against the BA and employee.

Software should ne integrated on Vahan Portal on real time basis as per direction given by Transport Department Government of Rajasthan.

Note:- Scope of work can change, modify as per requirement of Customer

Project Execution Timeline will be advised as per RailTel COR i.e. Transport Department Government of Rajasthan.

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Bidder /BA will provide dedicated Project Manager with relevant experience and Qualification B.E./Btech /MBA AND Support Engineers as per requirement and advise by RCIL for this project .

One number Project vehicle i.e. 07 Seater Taxi i.e. Bolero, Scorpio or similar vehicle will be provide by BA /Bidder.

Bidder will setup office at Jaipur for execution of work & provide all required Stationery , Desktop which is required for work.

Biddder will provide Details of Helpdesk with Manpower & Machine & Operational Teams for execution of work

Special Note: RailTel may or may not retain some portion of the work mentioned in the EOI where RailTel has competence so that overall proposal becomes most winnable proposal.

Purpose of EOI

- 3.1 The intent of this EOI is to invite proposals from the prospective BA for, ANPR Camera , Loudspeaker for Transport Department Government of Rajasthan as
- 3.2 The present proposal seeks the turnkey solution for carrying out CoR needs. It is proposed to provide and maintain services with allied items for the period maintenance at locations as mentioned in EOI. Being turnkey in nature, successful bidder once awarded with the order, has to successfully commission the solution with complete satisfaction of the customer and any item explicitly mentioned or not mentioned, has to be provisioned without any further escalation of the cost to customer of

RailTel. An undertaking of end to end no escalation in financial and compliance of technical aspects related responsibility has to be given by successful bidder to RailTel. Any expense/cost escalation during commissioning and Warranty period if any required in turnkey solution commissioning will be the responsibility of the Successful bidder and same will be absorbed by successful bidder, in case customer may not pay for it to RailTel. If CoR may pay such charges then only successful teaming partner will be entitled for such amount. Any financial claim of BA partner in future for successful commissioning and during warrant period, may not be entertained without receipt of money by RailTel from customer in any circumstances.

3.3 Solution provider need to offer solution with no single point of failure in hardware and without any downtime in operations at customer premise of CoR. SLA shall be applicable on back to back basis as per the CoR's RFP.

3.4 Bidder may submit their response in form of duly signed and stamped and submit techno-commercial bid at the E-nivida portal through Online mode, within the stipulated date and time, as mentioned in this EOI document.

3.8. Interested partners may note that this is a Single stage Single Packet Bid.

3.9. Only those bids shall be opened, which have been submitted within the stipulated time as mentioned in this EOI document.

3.10. **Stage -I : Technical Bid contains following :-**

A. Eligibility Criteria

S.No.	Type	Description	Document Required
1	Existence/ Origin	The company must be registered in India.	Certificate of Incorporation (In case of JV both entity should submit the document.)
2	General	The company must have: I. Valid PAN card. II. GST Registration.	I. Copy of PAN Card. II. Copy of GST registration certificate. (In case of JV both entity should submit the document.)
3	Turnover	The bidder must have cumulative turnover of 150% in the previous five financial years and current financial year up to the date of inviting of EOI for the advertised value of the EOI. In case of JV any one of entity need to fulfill this criteria.	Audited Balance Sheet and CA certificate. Submitted by Both partner (In case of JV Any one JV partner Qualify the Turnover Criteria)
4	Net Worth	The bidder should have positive net worth as on 31-MAR-2025. In case of JV both entity having positive net worth	Audited Balance Sheet and CA certificate. . (In case of JV both entity should submit the document.)

5	Experience	The bidder must have executed similar work in last 8 years ending on the last date of Bid submission, as 1. One similar work of 35% of estimated value of EOI. OR 2. Two similar works each of 20% of estimated value of EOI.	Copy of Purchase/ Work Order and completion/ CA certificate for Payment Received against the Project .The bidder must provide details of a personnel for verification purpose at PO/ certificate issuing organization clearly mentioning name of client,
		OR 3. Three similar works each of 15 % of estimated value of EOI. Definition of similar work: Similar work means “Any work related to IT/ICT/Telecom project etc.”	designation, contact number and mail ID on bidder’s letter head. For ongoing works: Ongoing works will be considered for value of executed work (minimum 70% work executed) certified by PO issuing authority / customer mentioning completed work value on the certificate along with satisfactory completion certificate for work completed so far. .(In case of JV both any one entity submit the document.)
6	Empanelment	All Business Associate empaneled with RailTel.	Copy of Empanelment letter and Empanelment PBG submitted, if any. In case of JV both Entity should be empaneled in Railtel as BA. Empanelment letter should be submitted.
7	MAF	MAF of Hybrid PUC software solution should is required.	Bidder has to MAF of Hybrid PUC software solution should is required.
8	Make and Model	Technical Compliance sheet with make and model	Bidder has to provide the make and model for each
10	Unconditional Acceptance of Scope of Work	Undertaking on letterhead duly signed and stamped by authorized signatory for unconditional Acceptance of the Scope of work and any Other/General Document of CoR Tender RFP along with all the corrigendum and addendum.	Bidder has to submit the unconditional acceptance of the scope of work as per the EOIs.
11	Unconditional acceptance of EOI terms	EOI’s unconditional acceptance on company’s letter head	Bidder has to submit the unconditional acceptance of the EOI terms.

12	POA	The bid should be duly signed and submitted by Authorized Signatory. The bidder has to submit notarized of non-judicial stamp paper of appropriate value Power of Attorney having authorised signatory's nomination along with board resolution in favour of power of attorney	Bidder has to submit the Power of Attorney of the authorized signatory. (In case of JV both , Power of attorney of authorized person should signed Jointly by JV partner.)
13	Annexure - 01	EOI COVER LETTER	(In case of JV , Authorized person from both JV should Sign the Document.)
14	Annexure - 02	Local Content Compliance	Bidder has to submit the local content % for the proposed solution. (In case of JV , Authorized person from both JV should Sign the Document.)
15	Annexure – 03	CHECKLIST OF DOCUMENTS FOR BID SUBMISSION	Bidder has to provide the filled list of checklist. (In case of JV , Authorized person from both JV should Sign the Document.)
16	Annexure – 04	Commercial Bid -	Un-priced Bid sheet to be provided with proposed OEM and make and model. (In case of JV , Authorized person from both JV should Sign the Document.)
17	Annexure - 05	PROFORMA FOR PERFORMANCE BANK GUARANTEE	Performa shall be used by the L1 bidder(In case of JV , Authorized person from both JV should Sign the Document.)
18	Annexure-06	Non-Disclosure Agreement	Bidder has to submit the signed copy of NDA along with bid. (In case of JV , Authorized person from both JV should Sign the Document.)
19	Annexure 07	Technical Compliance	Bidder has to submit the technical compliance along with the bid. (In case of JV , Authorized person from both JV should Sign the Document.)
20	Annexure 08	Pre-Bid Agreement	Bidder has to submit the acceptance of the pre-bid agreement however the final signing will be done with L1 bidder on mutual discussion. (In case of JV both entity should Sign the Document.)
21	Annexure 09	MAF of Hybrid PUC Software OEM	Bidder has to submit OEM MAF If bidder has not submitted the Annexur-9, bid shall be summarily rejected. (In case of JV , Authorized person from both JV should Sign the Document.)
22	Annexure 10	EMD BANK GUARANTEE FORMAT	Bidder has to submit the EMD Payment in the format attached If desire to submit in the form of BG. (In case of JV , Authorized person from

			both JV should Sign the Document.)
23	Annexure – 11	AFFIDAVIT form	Bidder has to submit notarized affidavit as per the format enclosed along with the bid. If bidder has not submitted the Annexur-11, bid shall be summarily rejected(In case of JV , Authorized person from both JV should Sign the Document.)
24	EMD payment	EMD payment	Bidder has to submit the proof of EMD payment. (In case of JV , Authorized person from both JV should Sign the Document.)
25	EOI document cost	EOI document cost	Bidder has to submit the EOI Document fee. (In case of JV , Authorized person of JV should Sign the Document.)
26	Land border sharing	Compliance to insertion of Rule 144(xi) in the GFR, 2017 vide office OM no. 6/18/2019-PPD dated 23-July-2020 issued by Ministry of Finance, Government of India, including revisions	Bidder has to submit undertaking in Organization letter head.
27	Non- Black Listing	Bidder should not be backlisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body on the last date of submission of EOI	Bidder has to submit and undertaking on letterhead duly signed and stamped by authorized signatory for non-black listing.
28	No- arbitration with RailTel	There should not be any ongoing or past, arbitration case(s) between 'RailTel or Organizations under Indian Railways' and 'Interested Bidder' on the last date of submission of EOI	Bidder has to submit and undertaking on letterhead duly signed and stamped by authorized signatory for no ongoing or past, arbitration case(s) between RailTel and bidder

B. Bidder has provide POC of required solution along with Software , ANPR Camera , Speaker and all other Hardware required for POC as per Direction given by Trasport Department Government of Rajasthan , If Successful POC is not done then Bidder is not qualify Technical Criteria.

3.11. Based on evaluation of outcome against 3.10, whoever may qualify as per 3.10 and further complying technical requirement with supporting documents of OEM MAF, datasheets, BOQ/BOM may be treated as technically qualified partner for Stage-1.

3.12. Bidders selected as per Para 3.12 above will be treated as eligible for financial bid opening.

3.14 Stage-II: Financial Bid:

- i. The Annexure 4 and 4A of EOI is for financial quote.

3.13. For the opened bid as per outcome of Clause 3.10 above, the bidder will be selected on the lowest quote (L-1) basis for complete 'Scope of Work' as mentioned in the EOI document and technical specifications as per requirement, subject to the respective overall bid is in compliance to the requirements of this EOI. The so selected partner will be termed as 'Commercially Suitable Partner (hereafter referred to as 'CSP')'. It is re-mentioned, that the final selection of CSP will be on the L-1 basis only. Further, RailTel reserves the right to have negotiation with the CSP. In case Customer of RailTel may go for further negotiation, same is applicable on back to back basis with Business Associate with due diligence by committee members.

3.14. As of now, EoI response from interested partners is invited considering that the selected partner will be responsible for delivering of complete 'Scope of Work' as mentioned in the EOI document and subsequent corrigendum if any. However, RailTel at its discretion, may take- up a certain portion / percentage of 'Scope of Work' by communicating to the CSP at any point of time during the engagement period. (The day at which 'CSP' is declared, will mark the start of engagement period. The period will be valid till final outcome of this proposal is announced by CoR. In case, RailTel comes out to be winner of the CoR tender/nomination/proposal, then the engagement period will get auto-extended to the period RailTel serves CoR for the concerned tender, unless terminated earlier by RailTel as per terms and conditions mentioned in this EoI document). In this scenario, commercial engagement with the CSP will be for that portion / percentage only, which has not been taken by RailTel. Accordingly, resultant value of work will be derived on the basis of negotiated (in case) commercial bid of the CSP.

3.15. RailTel on the basis of inputs / factors available to it from various resources, past experiences of its ICT projects and on the basis of negotiated (in case) commercial bid of the CSP, will endeavor to place best techno-commercial bid in response to the pertinent CoR's requirement. Further relationship with CSP will be based on the outcome of pertinent CoR's requirement.

3.16. If CoR may desire to take AMC after warranty period or else any other requirement in same PO to RailTel, then RailTel may or may not take same from successful partner of this EOI subject to committee members recommendations. Commercial of same are subject to negotiation and rate reasonability. Rates reasonableness will be based on OEM certifications.

4. Compliance Requirements and Eligibility Criteria for Interested Bidders

- 4.1. The interested bidder should be an Empaneled Partner with RailTel on the last date of bid submission of EOI & has to provide relevant documents to qualify as per Clause 3.10.i of this EOI.
- 4.2. The interested bidder should submit Earnest Money Deposit (EMD) if applicable, in the format as mentioned in this EOI document along with the bid.
- 4.3. The interested bidder should be in compliance to insertion of Rule 144(xi) in the GFR, 2017 vide

office OM no. 6/18/2019-PPD dated 23-July-2020 issued by Ministry of Finance, Government of India, including revisions.

4.4. The interested bidder should submit an undertaking for maintaining of 'Local Content Compliance' and shall submit a certificate mentioning the 'Local Content Percentage' duly signed and stamped by statutory auditor or cost auditor or authorized signatory of the interested partner. This will not be a binding clause in cases where endcustomer has not asked Local Content Clause/Make in India Clause in their Current RFP or proposal to be submitted to customer as an outcome of this eoi.

4.5 The bidder has to mandatorily provide all Annexures of EOI and corrigendum(s) thereof, in the name of RailTel Corporation of India Limited addressing the tender issuing authority.

4.6. The interested bidder should not be backlisted by any State / Central Government/Ministry / Department / Corporation / Autonomous Body on the last date of submission of EOI.

4.7. There should not be any ongoing or past, arbitration case(s) between 'RailTel or Organizations under Indian Railways' and 'Interested Bidder' on the last date of submission of EOI.

4.8. The interested bidder shall not have a conflict of interest with one or more bidding parties. Participation of interested bidder(s) with a conflict-of-interest situation will result in the disqualification of all bids in which it is involved. A bidder may be in a conflict of interest with one or more parties if including but not limited to:

a. Have controlling shareholders as his/her family members viz. spouse, son, daughter, father, mother or brother etc. in common or;

b. Have a relationship with each other directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another interested partner.

4.9. The interested bidder should not be seeking / extending / exploring similar arrangements / engagements with any other organization except RailTel, for the CoR tender.

4.10. The interested partner should have a valid Goods and Service Tax Identification Number (GSTIN), as on the last date of submission of EOI.

4.11. RailTel is not getting MSME/SME/Start up benefit from end customer and hence no such benefit passed to BA in any circumstances at any point of time.

4.12. In addition to above clauses, bid of interested bidder should be in compliance to terms and conditions and technical requirements of the pertinent CoR tender as referred above.

Note: The interested bidder should submit duly signed and stamped EOI cover letter as per the format mentioned at Annexure-01 of this EOI document, as unconditional submission of meeting the clauses mentioned above, from Clause 4.1. to Clause 4.11.

5. Proposal Preparation and Submission Cost

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

6. Amendment to EOI Document

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

7. Bid Validity Period

7.1. Bid of Interested partners shall remain valid for the period of 180 days from the last date of submission of EOI, as mentioned in this EOI document.

7.2. RailTel may request for an extension of the period of validity. The validity of the 'EMD', should also be suitably extended if called upon to do so by RailTel. The request and the responses thereto shall be made in writing through e-mail communication only. Further, whenever the bid validity extension is submitted by the interested partner, it should be ensured by interested partner that their PBG related to the empanelment should have minimum validity of **90 working days** from the last date of extended bid validity period.

8. Right to Terminate the Process

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

9. Language of Bid

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

10. Submission of Bid

10.1. The interested bidder should take into account any Corrigendum to this EOI document that may have been published before submitting their EOI response. The bid is to be submitted in the mode as mentioned in this EOI document. EOI response submitted in any other mode will not be entertained.

10.2. Interested bidders in their own interest are advised to submit the EOI response well in time before the last date and hence to avoid any inconvenience at the last moment.

10.3. An Organization / Interested Bidder can submit only 'One EOI Response'. Submission of multiple EOI Response by interested bidder(s) may lead to rejection of all of its bid.

11. Rights to Accept / Reject any or all EOI Response

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

12. Payment Terms

12.1. Payment will be on '**back-to-back**' basis and as per the payment terms mentioned in the Scope of Work (Annexure-12). No advance will be payable to BA, if any advance received by RailTel from customer.

12.2. Payment will be released after receiving the invoice for the work / services and after RailTel has received the payment from CoR for the same work / services. Any deduction /Penalties levied by CoR on invoices of RailTel will be carried **back-to-back** and will be deducted from CSP's invoices on actual basis.

12.3. Documents list required at the time of payment/invoice submission by selected bidder shall be: -

- i PO copy issued to selected vendor.
- ii Payment Proof that the end customer has paid to RailTel for the period claimed by selected bidder/vendor against invoices raised by RailTel for such services.

- iii Submission/Declaration of applicable BG amount against PO issued to selected bidder/vendor.
- iv Original Invoice for the period claimed.
- v TDS declaration.
- vi GST submission by Bidder to RailTel.
- vii Photocopy of all documents submitted by RailTel along with their invoice to customer.

13. Performance Bank Guarantee (PBG)

13.1. In case of successful participation by RailTel in the pertinent CoR's requirement and subsequent engagements with CSP, The CSP shall at its own expense, deposit with department, within fifteen (15) working days of the notification of award (done through issuance of the Purchase Order / Work Order etc.) and communicated through email, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a a Nationalized/ Commercial Scheduled Indian Bank as per the format enclosed in this EOI, payable on demand, for the due performance and fulfilment of the contract by the CSP. This PBG will be for an amount of '5 (%)' of the Estimated value of contract or As per COR which ever is heighr. The quantum of this 'percentage (%)' will be equal to the PBG % as asked by CoR from RailTel. All charges whatsoever such as premium, commission, etc. with respect to the PBG shall be borne by the CSP. Besides, if the total BG amount comes upto ₹05 Lakhs, then same may be deposited through DD/RTGS/NEFT. Along with submission of PBG, CSP needs to submit PBG issuing bank's SFMS report. The SFMS report is also to be submitted in case of renewal / extension of PBG.

13.2. The PBG should have validity for a period of 3 months beyond the contract period including installation timeline. The PBG may be discharged / returned by RailTel upon being satisfied that there has been due performance of the obligations of the CSP under the contract. However, no interest shall be payable on the PBG. In the event, CSP being unable to service the contract for whatsoever reason, RailTel would invoke the PBG at its discern. Notwithstanding and without prejudice to any rights whatsoever of RailTel under the contract in the matter, the proceeds of the PBG shall be payable to RailTel as compensation for any loss resulting from the CSP's failure to complete its obligations under the contract. RailTel shall notify the CSP in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the CSP is in default.

13.3. RailTel shall also be entitled to make recoveries from the CSP's bills, PBG or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

13.4. If the service period gets extended by virtue of extension of same by CoR, PBG should also be extended accordingly.

13.5. During the contract period, RailTel may issue Purchase Order(s) for the additional services ordered by CoR (in case) to RailTel. In such scenario(s) also, Clause No. 13.1. to Clause No. 13.4. are to be followed by the CSP.

13.6 In case the CoR has sought PBG of the contract in the terms of Indemnity Bond from RailTel, the selected bidder has to provide the equivalent value PBG from scheduled Bank to RailTel. No Indemnity Bond from Selected Bidder will be accepted in lieu of PBG from Scheduled Bank.

13.7. In case CoR has sought any other types of PBG in this contract at present or in future or else Integrity Pact PBG (presently or in future), same remain applicable on selected Bidder. The Said PBG will be issued by Selected Bidder from Scheduled Bank favoring RailTel Corporation of India Limited. No Indemnity Bond in lieu of such PBG will be accepted by RailTel. This SD will be for an amount of '5 (%) of the contract value or back to back basis as per COR whichever is higher.

13.8 If, CoR ask for submission for value more than 5%, same also needs to be submitted by the selected BA.

13.9 Security Deposit (SD): The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the CSP with his tender will be retained/encashed by the RailTel as part of security for the due and faithful fulfillment of the contract by the CSP. In case of non-submission of Security Deposit by CSP, RailTel shall recover the same from the running bills @ 10% till recovery of SD. Security will be released after completion of maintenance period. This SD will be for an amount of '5 (%) of the contract value or back to back basis as per COR whichever is higher.

13.10 PBG/SD Shall be released on back to back basis after completion of the work.

14. Details of Commercial Bid / Financial Bid

14.1. Interested partner should submit commercial bid strictly as per the format mentioned by CoR in the pertinent tender document or subsequent corrigendum (if any).

14.2. The commercial bid should clearly bring out the cost of the services with detailed break-up of taxes.

14.3. The rates mentioned in the commercial bid of the CSP will form basis of commercial transaction between RailTel and bidder.

14.4. The quantity of 'Line Items' may vary at the time of placing of Purchase Order during the Contract Period, as communicated by CoR (in case) to RailTel. In such scenarios, the 'Per Unit' cost will be considered to arrive on contractual amount between RailTel and CSP.

14.5. It is also possible that CoR may surrender / increase, some or all of the quantities of service items ordered to RailTel during the contract period and accordingly the contractual amount between RailTel and

CSP shall be considered, at sole discern of RailTel.

14.6. It is also possible that during the contract period, CoR may raise Purchase Order to RailTel for the line items (and respective quantities) which are not mentioned in the pertinent tender of CoR. In such scenario, RailTel at its sole discretion, may extend the scope of the contract with CSP by placing order to CoR, **on back-to-back basis.**

(15) Payment terms:-

Payment will be on '**back-to-back**' basis and as per the payment terms mentioned in the Scope of Work (Annexure-12). No advance will be payable to BA, if any advance received by RailTel from customer.

15.1 Payment will be released after receiving the invoice for the work / services and after RailTel has received the payment from CoR (Customer of RailTel i.e. Transport Department Government of Rajasthan) for the same work / services. Any deduction / Penalties levied by CoR on invoices of RailTel will be carried **back-to-back** and will be deducted from CSP's invoices on actual basis.

(16) Duration of the Service Contract Period:

As per customer agreement.

(17). Restrictions on ‘Transfer of Agreement’

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

(18). Suspension, Revocation or Termination of Contract / Agreement

- 18.1. RailTel reserves the right to suspend the operation of the contract / agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities, in such a situation, RailTel shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the contract / agreement will not be a cause or ground for extension of the period of the contract / agreement and suspension period will be taken as period spent. During this period, no charges for the use of the facility of the CSP shall be payable by RailTel.
- 18.2. RailTel may, without prejudice to any other remedy available for the breach of any conditions of agreements, by a written notice of one (01) month or as per CoR tender condition whichever is earlier issued to the CSP, terminate/or suspend the contract / agreement under any of the following circumstances:
- 18.3. The CSP failing to perform any obligation(s) under the contract / agreement.
- 18.4. The CSP failing to rectify, within the time prescribed, any defect as may be pointed out by RailTel.
- 18.5. Non adherence to Service Level Agreements (SLA) which RailTel has committed to CoR for the pertinent tender.
- 18.6. The CSP going into liquidation or ordered to be wound up by competent authority.
- 18.7. If the CSP is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to RailTel in writing. In that case, the written notice can be modified by RailTel as deemed fit under the circumstances. RailTel may either

decide to issue a termination notice or to continue the agreement by suitably modifying the conditions, as deemed fit under the circumstances.

- 18.8. It shall be the responsibility of the CSP to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of contract / agreement is pending and if the Quality of Performance of Solution is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of which CSP's PBG related to contract / agreement along with PBG related to the Empanelment Agreement with RailTel shall be forfeited, without any further notice.
- 18.9. Breach of non-fulfillment of contract / agreement conditions may come to the notice of RailTel through complaints or as a result of the regular monitoring. Wherever considered appropriate RailTel may conduct an inquiry either Suo- moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the successful bidder or not. The CSP shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry. In case of default by the CSP in successful implementation and thereafter maintenance of services / works as per the conditions mentioned in this EOI document, the PBG(s) of CSP available with RailTel can be forfeited.

Note:- Termination Clause (with Risk & Cost)

Termination for Default / Risk & Cost If the Contractor:

Fails to commence the work within the stipulated time, or fails to maintain required progress, or abandons the work, or fails to comply with any contractual obligation, or becomes insolvent or bankrupt, the Railway Administration may, without prejudice to any other rights, after giving 7 / 14 days' notice in writing, terminate the contract in whole or in part.

If the Contractor does not remedy the default within the notice period, the RailTel Administration shall be entitled to Terminate the Contract Get the balance work executed at the Risk & Cost.

(19).Dispute Settlement

19.1.In case of any dispute concerning the contract / agreement, both the CSP and RailTel shall try to settle the same amicably through mutual discussion / negotiations. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and Conciliation 1996 or any amendment thereof. Place of Arbitration shall as per RCIL

19.2.The arbitral tribunal shall consist of the Sole Arbitrator. The arbitrator shall be appointed by the Chairman & Managing Director (CMD) of RailTel Corporation of India Ltd.

19.3.All arbitration proceedings shall be conducted in English.

(20). Governing Laws

20.1. The contract shall be interpreted in accordance with the laws of India.

(21).Statutory Compliance

21.1During the tenure of this Contract nothing shall be done by CSP in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof and shall keep RailTel indemnified in this

regard.

21.2 The Bidder shall comply and ensure strict compliance by his/her employees and agents of all applicable Central, State, Municipal and Local laws and Regulations and undertake to indemnify RailTel, from and against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule, including but not limited to the claims against RailTel or its Customer under Employees Compensation Act, 1923, The Employees Provident Fund and Miscellaneous Provisions Act, 1952, The Contract Labour (Abolition and Regulation) Act 1970, Factories Act, 1948, Minimum Wages Act and Regulations, Shop and Establishment Act and Labour Laws which would be amended/modified or any new act if it comes in force whatsoever, and all actions claim and demand arising therefrom and/or related thereto.

22 Intellectual Property Rights

22.1. Each party i.e., RailTel and CSP, acknowledges and agree that the other party retains exclusive ownership and rights in its trade secrets, inventions, copyrights, and other intellectual property and any hardware provided by such party in relation to this contract / agreement.

22.2. Neither party shall remove or misuse or modify any copyright, trade mark or any other proprietary right of the other party which is known by virtue of this EoI and subsequent contract in any circumstances.

23 Severability

22.1. In the event any provision of this EOI and subsequent contract with CSP is held invalid or not enforceable by a court of competent jurisdiction, such provision shall be considered separately and such determination shall not invalidate the other provisions of the contract and Annexure/s which will be in full force and effect.

24 Force Majeure

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

23.2. In the event of a Force Majeure, the affected party will be excused from performance during the existence of the force Majeure. When a Force Majeure occurs, the affected party after notifying the other

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

25 Indemnity

24.1. The CSP agrees to indemnify and hold harmless RailTel, its officers, employees and agents (each an “Indemnified Party”) promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney’s fees and disbursements) and expenses (collectively, “Losses”) to which the Indemnified party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from:

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

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

26 Limitation of Liability towards RailTel

25.1. The CSP liability under the contract shall be determined as per the Law in force for the time being. The CSP shall be liable to RailTel for loss or damage occurred or caused or likely to occur on account

of any act of omission on the part of the CSP and its employees (direct or indirect), including loss caused to RailTel on account of defect in goods or deficiency in services on the part of CSP or his agents or any person / persons claiming through under said CSP, However, such liability of the CSP shall not exceed the total value of the contract.

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

27 Confidentiality cum Non-disclosure

26.1. The Receiving Party agrees that it will not disclose to third party/parties any information belonging to the Disclosing Party which is provided to it by the Disclosing Party before, during and after the execution of this contract. All such information belonging to the Disclosing Party and provided to the Receiving Party shall be considered Confidential Information. Confidential Information includes prices, quotations, negotiated issues made before the execution of the contract, design and other related information. All information provided by Disclosing Party to the Receiving Party shall be considered confidential even if it is not conspicuously marked as confidential.

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

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

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

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

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

28 Assignment

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

29 Insurance

The CSP agrees to take insurances to cover all the elements of the project under this EOI including but not limited to Manpower, Hardware, Software etc. as per CoR tender specified terms. The responsibility of taking the project insurance should be of Business Associates (BAs)/ sub-contractors and RailTel shall be the beneficiary in the said policy. The insurance policy shall remain live during entire period of the project execution till the project. The insurance policy shall cover the entire material, Manpower and Machinery. In case terms and conditions of agreement with customers requires any additional insurance such as warranty period the compliance of the same should also be ensured.

BA all risk insurance till PAC by the Business Associates (BAs) or Contractors who is responsible for installation and Commissioning of Assets.

All Components Manpower Machine Material should be covered in the Insurance as advise by RailTel

30 Exit Management

29.1. Exit Management Purpose

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

29.2. Confidential Information, Security and Data: CSP will promptly, on the commencement of the

exit management period, supply to RailTel or its nominated agencies the following (if asked by RailTel in writing):

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

29.3. Employees : Promptly on reasonable request at any time during the exit management period, the CSP shall, subject to applicable laws, restraints and regulations (including in particular those relating to

privacy) provide RailTel a list of all employees (with job titles and communication address), dedicated to providing the services at the commencement of the exit management period; To the extent that any Transfer Regulation does not apply to any employee of the CSP, RailTel or the replacing vendor may make an offer of contract for services to such employees of the CSP and the CSP shall not enforce or impose any contractual provision that would prevent any such employee from being hired by RailTel or any replacing vendor.

29.4. Rights of Access to Information: Besides during the contract period, during the exit management period also, if asked by RailTel in writing, the CSP shall be obliged to provide an access of information to RailTel and/or any Replacing Vendor in order to make an inventory of the Assets (including hardware / software / active / passive), documentations, manuals, catalogues, archive data, Live data, policy documents or any other related material.

Note: RailTel at its sole discern may not enforce any or all clauses / sub-clauses under the ‘Exit Management’ clause due to administrative convenience or any other reasons as deemed fit.

31 Changes in Contract Agreement, Variation in Quantity and Shramik Kalyan Portal

Bidder has to register all Details as per Shramik Kalyan Portal

30.1. No modification of the terms and conditions of the Contract Agreement shall be made except by written amendments signed by the both CSP and RailTel.

30.2. **Variation in Quantity:** Variation shall be applicable as per the requirement of Customer of RailTel

30.3. Updation of Labour data on Railway’s Shramik kalyan Portal-

Bidder has to update details on Sharmika kalyan portal.

All terms & conditions are applicable same as per CoR tender.

30.4. All terms and conditions shall be applicable on back to back basis as per the final acceptance/negotiation with the customer of RailTel.

32 Liquidated Damage (LD):

Liquidation Damages (LD) shall be governed by the end customer RFP / tender terms and shall be applicable on bidder as per actual on back-to-back basis. Any deduction in payment on grounds of LD shall be carried to bidder as per figures actually charged by end customer on back-to-back basis..

33 Waiver

Except as otherwise specifically provided in the contract, no failure to exercise or delay in exercising, any

right, power or privilege set forth in the contract will operate as a waiver of any right, power or privilege.

EOI COVER LETTER
(On Organization Letter Head)

EoI Ref No.:

Date:

To,
Deputy General Manager (Mktg),
RailTel Corporation of India Limited,
Territory office, Jaipur

Dear Sir/Madam,

1. I, the undersigned, on behalf of M/s, having carefully examined the referred EOI offer to participate in the same, in full conformity with the said EOI and all the terms and conditions thereof including corrigendum issued till last date of submission of EOI. It is also undertaken and submitted that we are in abidance of Clause 4 (from Clause 4.1 to Clause 4.11) of EOI.
2. I agree to abide by this Proposal, consisting of this letter, our Pre-qualification, Technical and Commercial Proposals, for a period of 180 days from the date fixed for submission of Proposals as stipulated in the EOI and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Commercially Suitable Partner (CSP) for the aforesaid Service, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
4. I undertake, if our Bid is accepted, to commence our services as per scope of work as specified in the contract document.
5. Until a formal Purchase Order or Contract is prepared and executed, this Bid and supplement / additional documents submitted (if any), together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

6. I hereby undertake and give unconditional acceptance for compliance of all terms & conditions against this EOI based on customer's requirement. I understand that all clauses of customer RFP are applicable on back-to-back basis and SLA/Penalty/LD deducted by customer will be applicable on our payments on back-to-back basis.
7. I hereby undertake that there will be no deviation from the Terms and Conditions of EOI.

Signature of Authorized Signatory

Name

Designation

Annexure - 02

Local Content Compliance
(On Organization Letter Head)

EoI Ref No.:

Date:

To,
Deputy General Manager (Mktg),
RailTel Corporation of India Limited,
Territory office, Jaipur

Dear Sir/Ma'am,

I, the undersigned, on behalf of M/s, hereby submits that our technical solution for the 'Scope of Work' mentioned under the EoI document is in compliance of local content requirement and makes us equivalent to 'Class-I local supplier' / 'Class-II local supplier' (mention whichever is applicable) for the EoI under reference, as defined under the order No. P-45021/2/2017-PP(BE-II) dt. 04-June-2020 issued by Ministry of Commerce and Industry, Govt. of India.

I hereby certify that M/s..... fulfills all requirements in this regard and is eligible to be considered and for the submitted bid Local Content Percentage is % (write in figures as well as in words).

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

Signature of Authorised Signatory

Name

Designation

Annexure – 03

CHECKLIST OF DOCUMENTS FOR BID SUBMISSION

S. No.	Document
1	Proof of submission of Tender Processing Fee and EMD.
2	Authorization Letter/ POA and all Annexures/ Appendices given in the EOI documents.
3	All undertakings on company letter head as required/ stated in the EOI document duly signed and stamped by the authorised signatory.
4	The copy of EOI and subsequent addendum/ corrigendum duly Signed and Stamped by the Authorised Signatory of Bidder
5	All Annexure/ Appendices/Formats/ Declarations as per CoR's RFP for tender ref. no: ____ addressing to RailTel's EOI issuing Authority.
6	Compliance of eligibility criteria related documents as per Clause 3 and supporting documents.
7	Any relevant document found suitable by bidder
8	Empanelment certificate issued by RailTel to BA.

Note:

1. The technical bid should have a 'Index' at the starting and all pages of bid should be Serially numbered and should be traceable as per the 'Index'.
2. All the submitted documents should be duly stamped and signed by the Authorized Signatory at each page.
3. The above checklist is indicative only. RailTel may ask for additional documents from the bidders, as per the requirement.

Annexure 4**Commercial Bid**

(On Organization Letter Head) TO BE UPLOADED AS BOQ SHEET

EoI Ref No.:

Date:

To,
Deputy General Manager (Mktg), RailTel
Corporation of India Limited, Territory office,
Jaipur

A. Hardware Services & Calibration Charges

Item Description	Unit	Unit Rate Per Vehicle (INR Exc. GST)
Calibration (Existing) Smoke Machine	1	
Calibration (Existing) Gas Analyzer	1	
AMC Smoke Machine	1	
AMC Gas Analyzer	1	
AI/ANPR Installation	1	

B. PUC Certificate & Revenue Sharing Model

Vehicle Type	Total Rate Per Vehicle (Exe. GST)
Standard PUC Issuance	
2-Wheeler	
3-Wheeler	
LMV	
HMV	

Note:

• Penalty for Vehicles Not Undergoing Regular Pollution Check:

If a vehicle's Pollution Under Control (PUC) Certificate is not renewed within the prescribed validity period, a penalty in addition to the prescribed fee shall be payable, wherein for two-wheelers a penalty of ₹200 for a delay up to one month and ₹500 for a delay exceeding one month shall apply, and for four-wheelers a penalty of ₹500 for a delay up to one month and ₹1,000 for a delay exceeding one month shall apply; such penalty shall become effective one month after the date of online integration of Vehicle Pollution Testing Centers in the concerned district, the collection and payment of the penalty amount shall be carried out as per the procedure prescribed by the Transport Commissioner from time to time, and the collected penalty amount shall be shared with 20% allocated to the concerned PUC Center, 40% to the State Government, and 40% to RailTel Corporation of India Limited.

• Prices in price bid should be quoted in the provided format. All prices should be quoted in Indian Rupees and indicated both in figure and words. Price in words shall prevail, in the event of any mismatch.

• Instructions to fill the Price Bid: Bidder should provide all prices as per the prescribed format. Bidder should not leave any field blank.

•

Signature of Authorized Signatory

Name:

Designation:

Place:

Annexure 4A

BoQ (.xls) file copy enclosed

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On Stamp Paper of ₹ One Hundred)

To,
Deputy General Manager (Mktg),
RailTel Corporation of India Limited,
Territory office, Jaipur

1. 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 (herein after called “RailTel”) having agreed to exempt (CIN :) having its registered office at (hereinafter called “the said Contractor”) from the demand, under the terms and conditions of Purchase Order No..... dated made between RailTel and for (hereinafter called “the said Agreement”) of security deposit for the due fulfilment by the said Contractor of the terms and condition contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs. Only). We (indicate the name and address and other particulars of the Bank) (hereinafter referred to as ‘the Bank’) at the request of.....contractor do hereby undertake to pay RailTel an amount not exceeding Rs. (Rs Only) against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Agreement.

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

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

4. We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid 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 and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before We shall be discharged from all liability under this Guarantee thereafter.

5. We, the Bank further agree with the RailTel that the RailTel shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time or to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and

we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

Dated the Day of 2026 for..... (Name of Bank)

In the presence of Witnesses:

1. Signature With Date Name

2. Signature With DateName

Encl: SFMS PBG Report

Annexure-06

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “Agreement”) is made and entered into on this _____ day of _____, 2026 (the “Effective Date”) at _____.

By and between

RailTel Corporation of India Limited, (CIN: L64202DL2000GOI107905), a Public Sector Undertaking under Ministry of Railways, Govt. of India, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower -2, East Kidwai Nagar, New Delhi-110023 & Northern Region office at 6th Floor, 3rd Block, Delhi IT Park, Shastri Park, New Delhi - 110053, (hereinafter referred to as 'RailTel'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of the ONE PART,

And

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

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

WHEREAS, RailTel and _____, each possesses confidential and proprietary information related to its business activities, including, but not limited to, that information designated as confidential or proprietary under Section 2 of this Agreement, as well as technical and non-technical information, patents, copyrights, trade secrets, know-how, financial data, design details and specifications, engineering, business and marketing strategies and plans, forecasts or plans, pricing strategies, formulas, procurement requirements, vendor and customer lists,

inventions, techniques, sketches, drawings, models, processes, apparatus, equipment, algorithms, software programs, software source documents, product designs and the like, and third party confidential information (collectively, the “Information”);

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

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

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

1. Permitted Use.

(a) Receiving Party shall:

- (i) hold all Information received from Disclosing Party in confidence;
- (ii) use such Information for the purpose of evaluating the possibility of entering into a commercial arrangement between the Parties concerning such Information; and
- (iii) restrict disclosure of such Information to those of Receiving Party’s officers, directors, employees, affiliates, advisors, agents and consultants (collectively, the “Representatives”) who the Receiving Party, in its reasonable discretion, deems need to know such Information, and are bound by the terms and conditions of (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement.

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

- (i) is wholly and independently developed by Receiving Party without the use of Information of Disclosing Party;
- (ii) at the time of disclosure to Receiving Party, was either (A) in the public domain, or (B) known to Receiving Party;
- (iii) is approved for release by written authorization of Disclosing Party; or
- (iv) is disclosed in response to a valid order of a court or other governmental body in the India or any political subdivision thereof, but only to the extent of, and for the purposes set forth in, such order; provided, however, that Receiving Party shall first and immediately notify Disclosing Party in writing of the order and permit Disclosing Party to seek an appropriate protective order.

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

2. Designation.

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

- (i) written or other tangible form, such Information is clearly marked as proprietary or confidential when disclosed to Receiving Party; or
- (ii) oral or other intangible form, such Information is identified as confidential or proprietary at the time of disclosure.

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

4. Ownership of Information. All Information remains the property of Disclosing Party and no license or other rights to such Information is granted or implied hereby.

Notwithstanding the foregoing, Disclosing Party understands that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Information of the Disclosing Party. Notwithstanding anything to the contrary, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop products, or have products developed for it, that, without violation of this Agreement, compete with the products or systems contemplated by Disclosing Party's Information.

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

6. Return or Destruction of Information.

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

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

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

7. Injunctive Relief. Without prejudice to any other rights or remedies that a party may have, each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of this Agreement, and that a party shall be entitled to seek the

remedies of injunction, specific performance and/or any other equitable relief for any threatened or actual breach of this Agreement

8. Notice.

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

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

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

RailTel Corporation of India limited:

Attn:

Address:

Phone:

Email.:

Attn:

Address:

Phone:

Email

9. Term, Termination and Survivability.

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

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

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

- (i) In respect to Information provided to it during the Term of this agreement, shall survive and

- continue even after the expiry of the term or termination of this agreement; and
- (ii) not apply to any materials or information disclosed to it thereafter.

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

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

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

13. Settlement of Disputes:

(a) The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.

(b) In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.

14. The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the part

15. CONFIDENTIALITY OF NEGOTIATIONS

Without the Disclosing Party's prior written consent, the Receiving Party shall not disclose to any Person who is not a

Representative of the Receiving Party the fact that Confidential Information has been made available to the Receiving Party or that it has inspected any portion of the Confidential Information or that discussions between the Parties may be taking place.

16. REPRESENTATION

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

17. ASSIGNMENT

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

18. EMPLOYEES AND OTHERS

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

19. NO LICENSE

Nothing in this Agreement is intended to grant any rights to under any patent, copyright, or other intellectual property right of the Disclosing Party, nor will this Agreement grant

the Receiving Party any rights in or to the Confidential Information of the Disclosing Party, except as expressly set forth in this Agreement.

20. RELATIONSHIP BETWEEN PARTIES:

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

21. UNPUBLISHED PRICE SENSITIVE INFORMATION (UPSI)

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

22. MISCELLANEOUS.

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

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

RailTel Corporation of India Ltd

By

By

Name:

Name:

Title:

Title:

Witnesses:

Technical Compliance**EoI Ref. No.:****Date:**

Business Associates are requested to mention the details of compliance of technical solution proposed.

Item No. 1 – Hybrid PUCC software Controller

Name of Item	Technical Specification
Display Size (Min.) (Inch)	...
Display Resolution (Pixels)	...
Display Type	
Operating System	Windows 10
Connectivity Type	Built In Wi-Fi. LTE is through Wi-Fi Router
Wi-Fi Connectivity Type	Built In
Processor	Core i7
RAM Size and type	16 GB LPDDR4
Internal Storage	256 GB NVMe
Storage upgradable up to (Through Micro SD Card)	up to 1 TB through external drive

Annexure 08

Pre Bid Agreement

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

This Pre-Bid Agreement (the “**Agreement**”) is made at Jaipur on this ____Day of
(month) 2026

BETWEEN

M/s. RailTel Corporation Of India Limited, (CIN: L64202DL2000GOI107905) a company registered under the Companies Act 1956, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower-2, East Kidwai Nagar, New Delhi India – 110 023 and Northern Regional office at 6th Floor, 3rd Block, Delhi IT Park, Shastri Park, New Delhi - 110053 (hereinafter referred to as “**RailTel**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **FIRSTPART**.

AND

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

RailTel and _____ shall be hereinafter individually referred to as “**Party**” and collectively as “**Parties**.”

WHEREAS,

- A) RailTel is a "Mini Ratna (Category-I)" CPSU of Ministry of Railways, having exclusive right of way along Indian Railways and has created an OFC backbone and associated transport and network infrastructure to provide carrier class telecom services. RailTel has Unified License issued by DoT to provide a range of telecom services. RailTel also has two tier III certified datacentres at Secunderabad and Gurugram. RailTel has created a slew of digital services like cloud, hosting, hosted Video Conferencing service, Aadhar Services, Content delivery platform, WiFi as a service etc. RailTel has strong capabilities in managing telecom infrastructure, MPLS network infrastructure, data centre services like IaaS (Infrastructure as a Service) and PaaS (Platform as a Service).

- B) (DETAILS OF SECOND PART)

C) RailTel had floated an EOI No: _____ dated pursuant to the RFP floated by End Customer for“ _____ for End Customer Organization for agreed Scope of Work”(hereinafter referred as “The said work/project/tender”), and subsequently, based on the offer submitted by M/s XXXX towards the RailTel’s EOI, M/s XXXX has been selected by RailTel as Business Associate for the said Project.

D) RailTel is in the process of participating in the tender issued by end customer, complete details of which have deliberately not been shared with XXXX and XXXX has waived its right to get the RFP document of end customer owing to confidentiality concern raised by the end customer. However, a limited scope of work on ‘need to know basis’ and as detailed in clause

1.7 below, which will be carried out by XXXX has been shared with XXXX and based on the representation of “XXXX” that “XXXX” has read the said limited Scope of Work and has understood the contents thereof and that “XXXX” has sufficient experience to execute the said limited and defined scope of work, the Parties have mutually decided to form a “ Business association” wherein RailTel shall act as the “Bidder” and “XXXX” shall act as the “business associate” in terms of the said Tender and in accordance to the terms agreed hereunder;

E) RailTel shall submit Rupees YYYY as BG against pre integrity pact at the time of submission of bid as an Integrity Pact bank guarantee to end customer and accordingly “XXXX” shall submit Rupees ZZZZ as BG of pre integrity pact on back to back

basis to RailTel before final submission of the said bid to end customer. **(This is applicable on cases to case basis as per CoR requirement. May please read in conjunction of the current RFP.)**

F) Party hereby acknowledges that RailTel has received Rs. _____/- (Rs. _____) from M/s XXXX as per the Terms and conditions of EOI no. dated _____.

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

RailTel has agreed to extend all the necessary and required support to “XXXX” during the entire contract period.

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

1. **SCOPE OF CO-OPERATION**

- 1.1. Parties have agreed to form a “business association” to co-operate with each other on an exclusive basis with respect to execution of the said Project.
- 1.2. It has been further agreed between the Parties that Parties shall not bid individually for the said Project nor shall they enter into any arrangement with other parties for the purpose of bidding for the said Project during the validity of this Agreement.
- 1.3. The Parties also agree that the terms of the said EOI for limited and defined scope of work along with the Corrigendum’s issued thereafter shall apply mutatis-mutandis to this Agreement.
- 1.4. The Parties further agree that they shall, enter into a ‘Definitive Agreement’ containing elaborate terms and conditions, role and responsibilities and respective scope of work of this Agreement after declaration of RailTel as the successful bidder of the said Project.
- 1.5. RailTel shall submit the PBG amounting Rs. XXXXX, earnest money deposit / EMD declaration (whichever is applicable) and performance bank guarantee to **End customer** and accordingly “XXXX” shall submit to RailTel, BG amounting to Rs. _____ as the earnest money deposit. Further, XXXX shall also pay the performance bank guarantee in proportionate to the extent of its defined scope of work.
- 1.6. RailTel may further retain some portion of the work mentioned in the end organization’s RFP, where RailTel has competence so that overall proposal becomes most winnable proposal.

XXXX agrees, undertakes and acknowledges that following shall be Scope of Work of XXXX out of the total project work.:

2. Technical Terms – As per CoR document

3. **TERM AND TERMINATION**

- 3.1. This Agreement shall come into force as of the date of signing and shall continue to be in full force and effect till the complete discharge of all obligations, concerning the carrying out of the said Project, except terminated earlier by the Parties in terms of this Agreement or in terms of the said project, whichever is applicable.
- 3.2. This Agreement can be terminated by either Parties forthwith in the event of happening of the following events:
 - (a) End customer announces or notifies the cancellation of the said Project and / or withdrawing the said RFP.

- (b) The receipt of an official communication that End customer chooses not to proceed with RailTel for the said Project or RailTel is not short listed by End customer.
 - (c) Material breach of any of the terms and conditions of this Agreement by either of the Parties and the same is not rectified by the defaulting Party beyond 15 (fifteen) days (or a reasonable time period as mentioned under the notice issued by the other Party) from the date of receipt of notice from the other Party to cure the said breach.
- 3.3. Parties agree and understand that as of the execution of this Agreement they are contractually bound and obligated to perform the services, obligations and the scope of work entrusted, should RailTel be declared as the successful bidder of the said Project. Any Party shall not withdraw its participation subsequent to execution of this Agreement, at any point in time except in case of material breach of any of the terms of the Agreement.
- 3.4. In case “XXXX” breach the terms of Agreement i.e. defaulting party in such case the balance unsupplied quantity or service shall be completed by RailTel i.e. non-defaulting party and cost for completion of that balance unsupplied quantity or service of such defaulting party shall be executed by RailTel at the risk and cost of such defaulting party.

4. **Liability:**

It is understood that the parties are entering into this pre-bid teaming agreement for requirement of submission of bid against the RFP floated by end customer for Implementation of Network Security System and Integration for end Customer

Organization. Parties acknowledge and agree that “XXXX” shall be completely liable for the successful execution of this project, in relation to its defined scope of work (as detailed in clause 1.7 above), fully complying the end customer requirements. Accordingly, it is agreed that notwithstanding anything contained in the RFP document, “XXXX” shall be liable to RailTel with regard to its obligations and liability to complete the agreed and defined scope of work as detailed in clause 1.7 above..

5. **EXCLUSIVITY**

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

6. **PAYMENT TERMS**

The payment terms between the parties shall be only on receipt of payment from end customer and will be back to back as per customer acceptance on payment terms.

7. **TAXES**

Parties agree that they will comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed / levied on them by the Indian

Income Tax Authorities, for the payments received by them for the Project under this agreement and any other taxes, cess, surcharge, etc. for their respective scope of works;

8. **INDEMNIFICATION**

- 8.1 Parties agree to and undertake to indemnify and hold each other, its officers, directors, agents and employees harmless, from and against any and all claims, demands, causes of action, losses, damages, costs and expenses (including attorney's reasonable fees, costs of investigation and defence) arising out

of or resulting from any claim, action or other proceeding (including any proceeding by any of the indemnifying party's employees, agents or contractors) based upon:

- i. any breach or contravention of any of the terms, conditions, covenants of this Agreement by the Party;
- ii. Unethical business practices;
- iii. any acts or omission of the Party and/ or any of its employees, agents or contractors, and the liability for damages to property arising from or out of party operations in connection with the performance of this agreement;
- iv. any claim for taxes that might arise or be imposed due to this performance of Services hereunder;
- v. any representation or warranty or information furnished by the Party being found to be false;
- vi. Parties failure to pay all applicable compensation to its respective personnel;
- vii. death or personal injury to any person;
- viii. destruction or damage to any property by acts or omissions of either Party, its representatives or personnel;
- ix. any violation/non-compliance by the Party with any applicable laws governmental regulations or orders;
- x. any third party liability;
- xi. improper handling or misuse of the Confidential Information of the Party(ies) by the Party

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

9. COMPLIANCES TO STATUTORY OBLIGATIONS

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

10. LEGAL STATUS

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

11. REPRESENTATIONS AND COVENANTS

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

11.1.1. That it has full capacity, power and authority and has obtained all requisite consents and approvals to,

enter into and to observe and perform this Agreement and to consummate the transactions contemplated hereunder. Each of the Persons / personnel executing this Agreement on behalf of the each of the Parties have full capacity and authority to sign and execute this Agreement on behalf of the respective Parties;

11.1.2. The execution, delivery and consummation of, and the performance by it, of this Agreement shall not conflict with, violate, result in or constitute a breach of or a default under, (a) any contract by which it or any of its assets or properties, are bound or affected, and/or (b) its constitutional documents;

11.1.3. This Agreement constitutes its legal, valid and binding obligations, enforceable against it, in accordance with their terms under Applicable Statutory Law(s);

11.1.4. It has the right, authority and title to execute this Agreement;

12. SUBCONTRACTING BETWEEN PARTIES

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

13. GOVERNING LAW AND JURISDICTION

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

14. GOOD FAITH NEGOTIATION AND DISPUTE RESOLUTION

The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.

In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.

The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the parties.

15. FORCE MAJEURE

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

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

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

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

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

16. INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

16.5. The Parties undertake and confirm that the Technology / Knowhow / Design owned by each of them and intended to be put into use for execution of various Projects pursuant to this agreement has been originally developed by each of such Parties. The Parties are entitled to all the Intellectual Property Rights in Technology / Knowhow / Design intended to be put into

use for execution of various Projects and no third-party Intellectual Property Rights have been put into use either in their original or modified form without proper authorisation of such third party. The Parties further vouchsafes that the foregoing undertaking is actuated by truth and accuracy and no misrepresentation is being put into use for inducing each other to enter into this agreement.

17. CONFIDENTIALITY

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

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

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

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

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

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

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

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

17.3.6. Disclosed under operation of law;

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

17.4 XXXX agrees and acknowledges that XXXX, its Partners, employees, representatives etc., by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall be deemed to be "Connected Persons" within the meaning of SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be bound by the said regulations while dealing with any confidential and/ or price sensitive information of RailTel. XXXX shall always and at all times comply with the obligations and restrictions contained in the said regulations. In terms of the said regulations, XXXX shall abide by the restriction on

communication, providing or allowing access to any Unpublished Price Sensitive Information (UPSI) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel

17.5 Notwithstanding anything contained in this agreement, XXXX undertakes, agrees and acknowledges that being RailTel's Business Associate, XXXX shall maintain utmost confidentiality in relation to said Project. XXXX further, undertakes that any information relating to said Project which is or will be disclosed/ divulged by RailTel on need to know basis, will be received and treated by XXXX as strictly confidential and XXXX shall not, without the prior written consent of the RailTel or as expressly permitted herein, disclose or make available to any other person such information.

18. NOTICES

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

To RailTel Corporation Of India Limited

To: RailTel Corporation of India Ltd Kind Attn: Executive Director / Northern Region
Address: 6th Floor, 3rd Block, Delhi IT Park, New Delhi - 110053 Tel No.: +91-11-22185933/22185934
Email: ednr@railtelindia.com

To XXXX

To: XXXX
Kind Attn: _____ Address: _____
Mob. No.: _____ Email: _____

19. AMENDMENT

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

20. PRIOR UNDERSTANDING

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

21. GENERAL

21.1. Binding Effect:

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

successors.

21.2. Counterparts:

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

21.3. Non-Partnership:

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

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

21.4. Severability:

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

21.5. Waiver:

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

21.6. Time is of essence:

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

22. Miscellaneous

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

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

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

22.4. No release shall be made by any Party to the news media or the general public relating to this agreement and/or the subject matter thereof without prior written approval of the other Party..

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

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

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

For RailTel Corporation of India Limited
Authorised Signatory

Name:

Designation:

In Presence of witness:

Signature:

Name:

Address:

For XXXX

Authorized Signatory

Name:

Designation:

Signature:

Name:

Address

Annexure – 09: Manufacturer’s Authorization Form (MAF)

(to be filled by the OEMs)
(Indicative Format)

EoI Ref No.:

To,
Joint General Manager,
RailTel Corporation of India Limited.
Jaipur, Rajasthan

Subject: Manufacturer’s Authorization Form (MAF)

Sir,
We {name and address of the OEM} who are established and reputed original equipment manufacturers (OEMs) having factories at {addresses of manufacturing location} do hereby authorize **M/s RailTel Corporation of India Limited, Railway Microwave Complex, Railway Colony, Ganpati Nagar, Jaipur-302006** who is our {Distributor/ Channel Partner/Retailer/ Others <please specify>} to bid, negotiate and conclude the contract with you against the aforementioned reference for the following Hardware/ Software manufactured by us: -
{OEM will mention the details of all the proposed product(s) with their make/model.}
We undertake to provide OEM Warranty/services/support for the offered Hardware/ Software, as mentioned above, for the contract period.
We hereby confirm that the offered Hardware/ Software is not likely to be declared as End-of Sale on the date of bid submission.
We hereby confirm that the offered Hardware/ Software is not likely to be declared as End-of-Support within the contract period time from the date of final bid submission.
We here by declared that we are not black listed / debarred within preceding 5 years from any Central/ States/ UTs/ Undertakings/ Bank/ Autonomous Body or any other such procuring entity.
We herby confirm that we will transfer Source Code of software to Transport Department Government of Rajasthan/ RailTel Corporation of India Ltd.
We hereby confirm that our software is capable of integration with Vahan software of NIC as per requirement of Government of Rajasthan.

Yours faithfully,

For and on behalf of M/s (Name of the manufacturer)
(Authorized Signatory)
Name, Designation & Contact No.:
Address:
Seal:

Annexure 10
EMD BANK GUARANTEE FORMAT

EOI Ref No: _____ Date: XX-XX-XXXX

End Customer Tender Ref. No.: _____ Dated: XX-XX-XXXX on _____ portal

BID SECURITY (BANK GUARANTEE)

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

KNOW ALL PEOPLE by these presents that We [name of bank] of [name of country] having our registered office at _____ (Hereinafter called "the Bank") are bound unto RailTel Corporation of India Limited., 6th Floor, IIIrd Block, Delhi Technology Park, Shastri Park, Delhi-110053 [name of Employer] (hereinafter called "the Employer") in the sum of Rs. _____ (Rupees in words only) for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of ____ 20XX. THE CONDITIONS of this obligation are:

1. If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;
OR
2. If the Bidder having been notified of the acceptance of his bid by the Employer during the period of Bid validity:
 - a. Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required;
OR
 - b. fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders;
OR
 - c. does not accept the correction of the Bid Price;

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

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

Date:

Signature of the bank:

Seal of Bank:

[Signature, name, and address]

* _____ days after the end of the validity period of the Bid.

Annexure 11

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY BA ALONGWITH THE EOI DOCUMENTS

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

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

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

DEPONENT

SEAL AND SIGNATURE OF THE BA

VERIFICATION

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

DEPONENT

SEAL AND SIGNATURE OF THE BA

Place:

Dated:

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

Annexure-12

Name of Work: “Design, Development, Implementation & Maintenance of Integrated Hybrid PUCC Software and hardware

solution for the State of Rajasthan”

Scope of work (SoW): The detailed scope of work for the bidder during the period of contract/ engagement would include the following: -

1. Supply, Installation, and Maintenance of Equipment

1.1. Supply and Installation of Equipments–

The selected bidder shall Supply all the items and peripherals as given in the Bill of Material (BoM) meeting specifications given in Annexure-2 within the specified timeline.

1.2. Warranty / Maintenance -

The selected bidder, when awarded the work order shall provide comprehensive onsite warranty and maintenance of the supplied Items as per the “Warranty” clause of Chapter 7: “General Terms & Conditions of the contract” and annexure -1 : “Bill of material”.

Detail scope of work with Technical specification with applicable timelines/milestones is as per Tender document of CoR enclosed at **Annexure-12_A**.

Detailed Warranty Terms is as per Tender document of CoR enclosed at **Annexure-12_A**.

ANNEXURE-13

Each Bidder or each member of a JV must fill in this form separately:

NAME OF BIDDER/JV PARTNER:

Annual Turnover Data for the Previous 05 Years			
Year	Amount Currency	Exchange Rate	Indian National Rupees Equivalent
Annual Turnover for last 05 years			

1. The annual turnover shall be calculated as an Annual Turn Over in the previous 05 financial years. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fifth previous year shall be considered for calculating annual turnover.
2. The information supplied shall be substantiated by data in the audited balance sheets and profit and loss accounts for the relevant years in respect of the bidder or all members constituting the bidder.
3. Contents of this form should be certified by a Chartered Accountant duly supported by Audited Balance Sheet duly certified by the Chartered Accountant.

SEAL AND SIGNATURE OF THE BIDDER

Certified that all figures and facts submitted in this form have been furnished after full consideration of all observations/notes in Auditor's reports.

(Signature of Chartered Accountant)

Name of CA: _____

Registration No:

(Seal)

***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:

1. 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.....
2. That I am the sole proprietor of the said firm M/S
.....
3. That the Head office of the above named firm is situated
at.....
4. That I through my above named firm shall participate in the tender No.
issued by North Western Railway 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 thisday 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-15

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 Shriand 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

solution for Transport Department Government of Rajasthan and/or contract Design, Development, Implementation & Maintenance of Integrated PUCC Software and hardware for Transport Department Government of Rajasthan, 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.
1. 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 onthe day,monthand 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-16

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 North Western Railway 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 North Western Railway 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 North Western Railway 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 North Western Railway.

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:

1. Signature
Name:
Address:

Signature of authorized signatories &
their Seals:

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)..

Each page of the document should be signed by executants.

"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:

Place:.....

1.....

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-18

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 KNOWN 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 Shriage..... (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 North Western Railway:-

“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 named Director / 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: -

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

ANNEXURE-19

**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).

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 North Western Railway 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./ S/o
Ms.

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 North Western Railway 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 North Western Railway.

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:

Signature

Name:

Address

Executants Partners (Name)

(Signature)

1.....
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)

1. Notes: 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.

Each page of the document should be signed by executants

Annexure-21

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 North Western Railway 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. 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 North-Western Railway 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 North-Western Railway.

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: (1.)

Signature Name: Address:

Signatures of authorized representative & Seal of LLP:

Name of authorized representative:

Designation:

2. Signature

Name:

Address:

Specimen Signatures of Attorney Holder in token of acceptance:

(1) NameSignature.....

(2) NameSignature.....

Executed and Signed before me on this.....day ofAt

.....(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.

