EOI NOTICE

RAILTEL CORPORATION OF INDIA LIMITED (A Govt. of India Undertaking)
Plate-A, 6th Floor, Office Tower-2, NBCC Building,
East Kidwai Nagar, New Delhi-110023

EOI No: RCIL/EOI/COMKTG/VAB/25-26/COR-ANCI/31/E-55108 Dated 27.03.2026

RailTel Corporation of India Ltd., (hereafter referred to as "RailTel") invites Expression of Interest (EOI) for "Selection of Business Partner to provide Security Ancillary Services for Offline Examinations for Customer of RailTel on Back-to-Back basis."

The details are as under:

SCHEDULE OF EVENTS

1	Date of Publishing of EOI Notice	27.03.2026
2	Last date for submission of Bids against EOI	30.03.2026 at 11:00 Hours
3	Opening of Bids received against EOI	30.03.2026 at 11:30 Hours
4	Bid System	Single Stage (Single Packet System)
5	EOI document cost-inclusive of taxes (non-refundable)	Not Applicable
6	EOI processing fee-inclusive of taxes (non-refundable)	As per eNivida Portal
7	Earnest Money Deposit (EMD) Total EMD: 1,32,00,000/-	**Token EMD :** Rs. 5,00,000/-(Rupees Five lakh Only)/- is to be paid along with EOI. (To be submitted via online bank transfer only). **RailTel Bank Details for EMD payment through Online Transfer:** Union Bank of India, Account No. 340601010050446, IFSC Code - UBIN0534064. **Balance EMD: Rs. 1,27,00,000/-.** To be submitted by shortlisted Business Associate (L1 bidder), in the form of BG or online transfer before RailTel submits its Bid/Proposal to the end customer **i) In Case of Balance EMD is submitted in the form of Bank Guarantee:** The validity of EMD BG should be valid for two month beyond the bid validity period of 180 Days. (SFMS report guidelines:- BG advising message – IFN 760COV/ IFN 767COV via SFMS • To mandatory send the Cover message at the

		time of BG issuance. • IFSC Code of ICICI Bank to be used (ICIC0000007). • Mention the unique reference (RAILTEL6103) in field 7037.) **ii) In case Balance EMD is submitted through Online Transfer, the same may be transferred in the following Bank Account.** RailTel Bank Details: Union Bank of India, Account No. 340601010050446, IFSC Code - UBIN0534064. The partner needs to share the online payment transfer details like UTR No. date and Bank along with the proposal. EMD deposited shall not bear any interest.
8	Bid Submission Mode	Online on https://railtel.enivida.com only.
9	RailTel GST No	09AABCR7176C1ZB (UP) 07AABCR7176C2ZE (Delhi)

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

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. Hemant Yadav, JGM/GB
   Email: hemantyadav@railtelindia.com

2. Contact: Sh. Ganga Ram, AGM/Fin
   Email: cagangaram@railtelindia.com

3. Contact: Sh. Nagendra Singh, JGM/CO
   Email: nagendrasingh101@railtelindia.com

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 number duly signed and stamped at each page as a token of acceptance of EOI by authorized signatory of the Bidder/Partner.
3. Transfer and Sub-letting: The Business Partner 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, except OEM.

4. Partner can submit their responses as an individual organization only. No Consortium is allowed.
5. Bidder has to agree to comply with all technical & financial documentation including Technical certificates/others as per end-to-end requirement mentioned in the EOI.
6. The selected bidder will have to accept all Terms & Conditions of EOI and Customer Work order on back-to-back basis.
7. Any corrigendum(s) issued by RailTel against pertinent EOI shall be the part and scope of this EOI document on back-to-back basis.
8. All the clauses of the customer PO shall be applicable on back-to-back basis including payment terms. SLA/Penalty/LD etc. will be passed on to the selected vendor on back-to-back basis in full.
9. Original copy of the POA, Non-Disclosure Agreement, Undertaking and Affidavit must reach RailTel, East Kidwai Nagar office within 3 days from the last date of bid submission.
10. The EOI not accompanied by Earnest Money as mentioned or if any of the documents submitted by the tenderers is proved to be fraudulent, the offer will be summarily rejected & EMD will be forfeited.
11. **Return of EMD for unsuccessful Bidder:** EOI EMD of the unsuccessful bidder shall be returned without interest after completion of EOI process/Completion of end customer process whichever is later.
12. **Return of EMD for successful Bidder:** EOI-EMD of the successful bidder will be discharged / returned as promptly as possible after the receipt of Performance Security Deposit as per the terms of the EOI by the successful L1 bidder.
13. This is an exclusive pre-bid partnership arrangement with an empaneled business associate of RailTel for participating in the end customer RFP. The selected partner’s authorized signatory has to give an undertaking they will not

submit directly or indirectly their bids and techno-commercial solution/association with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to the end customer organization by RailTel). This undertaking has to be given with this EOI Response.

RailTel Corporation of India Ltd

(A Navratna PSU under Ministry of Railways)

NOTICE INVITING EXPRESSION OF INTEREST (EOI)

EOI No.: RCIL/EOI/COMKTG/VAB/25-26/COR-ANCI/31/E-55108 Dated 27.03.2026

Expression of Interest (EOI) for “Selection of Business Partner to provide Security Ancillary Services for Offline Examinations for Customer of RailTel on Back-to-Back basis.”

Issued by:

RailTel Corporation of India Ltd.

(A Navratna PSU under Ministry of Railways)

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

New Delhi-110023

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

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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 fiber 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 “Navratna” 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’) invites bids from RailTel’s Empaneled Business Partners Selection of Business Partner to provide Security Ancillary Services for Offline Examinations for Customer of RailTel on Back-to-Back basis.

Bidder has to agree to comply with all technical & Financial documentation including Technical certificates/others as per end-to-end requirement mentioned in the scope of work (Annexure-12).

3. Scope of Work and Partner Selection

The indicating scope of work shall be as per the Annexure-12 for “Selection of Business Partner to provide Security Ancillary Services for Offline Examinations for Customer of RailTel on Back-to-Back basis."

Special Note:

3.1 Purpose of EOI: This EOI is proposed for Selection of a Business Partner for the Services of Baggage Management, Staff Identity Verification And Attendance Management at Exam Centres & SIP Enabled Phones at Exam Centers/ PMT/PST and others activities for Customer of RailTel on Back-to-Back basis for fulfilling the customer requirement as per Annexure-12. In order to complete the same work, this EOI is being floated by RailTel.

3.2 The present proposal seeks the turnkey solution for carrying out CoR needs. It is proposed to provide services as mentioned in Annexure-12.

3.3 Empaneled partners are required to submit bid (techno commercial bid) through Online on https://railtel.enivida.com only.

3.4 **Interested partners may note that this is a Single Stage-Single Packet Bid.**

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

4. Compliance Requirements and Eligibility Criteria for Interested Bidders:

(A) **Technical Bid:** The Technical Bid includes essential Eligibility requirements. Bidders must submit the necessary documentation as specified in **Annexure-1** to demonstrate their qualifications. Bidder who has submitted the complied technical bid shall be considered as Technically eligible Bidder.

(B) **Price Bid:** Price bid in the format Annexure-4. As the tender is single stage, single packet system, Evaluation of the Bid will be done for the bidder who quoted the lowest rate. Subsequently, evaluation will be done for L1/L3/etc. basis. If bidder quoted the lowest price and technically eligible, shall be considered as Commercial Suitable partner.s

Bidder has to quote the price bid in the format as per Annexure-4 considering the complete scope of the work. Price Bid of only those

bidders shall be considered who are technically qualified. Further, If L1 bidder does not qualify in the technical evaluation, their price bid will be rejected and will not be taken into consideration for any reference.

4.1 Bid evaluation will be done based on above mentioned documents. The bidder will be selected on the lowest quote (L-1) basis for complete 'Scope of Work' as mentioned in the EOI document. The so selected partner will be termed as 'Commercially Suitable Partner (hereafter referred to as 'CSP')'/Selected Bidder. Notwithstanding the above, RailTel reserves the right to negotiate, reject any bid, or cancel the EOI if the quoted rates are found to be commercially unacceptable or not viable in relation to RailTel's contractual obligations towards the End Customer.

i. It is re-mentioned, that the final selection of CSP will be on the L-1 basis only from the technically qualified bidders. Further, RailTel reserves the right to have negotiation with the CSP.

ii. If multiple bidders quote the same lowest rate at the time of opening, RailTel reserve the right to reject the bid or call for revised rate from those bidders in a sealed envelop. The bidder who submit the lowest rate in revised offering, will be selected as the L1 Bidder.

iii. If L1 bidder fails to submit the Balance EMD payment (if any) or Performance Bank Guarantee payment within the stipulated timeline, EMD deposited by the L1 bidder shall be forfeited and empanelment with RailTel shall be terminated. The bidder will be classified as the disqualified L1 bidder.

iv. If the lowest bidder (L1) is disqualified, the contract may be awarded to the next lowest bidder (L2), provided they are able to match L1's price. In this case, the bidder will be esteemed as the selected L1 bidder.

4.2 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'.

4.3 Validity of the submitted bid (technical and commercial) should be 180 days from the last date of submission of bid.

4.4 RailTel will enter into a agreement with selected L1 bidder with detailed Terms and conditions.

4.5 Final PO to the L1 bidder shall be issued on the final accepted rate (after negotiation if any) only after receipt of the work order from customer of RailTel.

4.6 The rates on which LOA/PO is issued, will remain valid for the entire duration of the contract.

4.7 On receipt of the Purchase order from the customer of RailTel, RailTel will issue the LOI/LOA/PO to the selected L1 bidder.

5. Proposal Preparation and Submission Cost

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

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 and on RailTel E-Procurement portal i.e. https://railtel.enivida.com/ only. The interested bidders are advised to visit the RailTel website and e-Nivida portal 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.

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7. Bid Validity

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 the duration of bid submission is extended. 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 180 days from the last date of extended bid validity period.

8. Right to Terminate the Process

RailTel may terminate the EOI process at any time without assigning any reason. RailTel makes no commitments, express or implied, that this process will result in a business transaction with anyone. This EOI does not constitute an offer by RailTel. The interested bidder's participation in this process may result in RailTel selecting the 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

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 all corrigendum to this EOI document that 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.

10.4 Empaneled partners are required to submit their bid response through online E-procurement portal of RailTel i.e. https://railtel.enivida.com only. Bid document should be signed by Authorized Signatories with Company seal and stamp.

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

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

12. Payment Terms

12.1. 100% Payment shall be released on back to back basis and on receipt of the payment from customer.

12.2. Payment shall be released on back-to-back basis as per the following schedule

12.3 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.

12.4 Any deduction /Penalties levied by CoR on invoices of RailTel will be carried back-to-back and will be deducted from CSP's invoices, subject to the cause to deduction / penalty being attributable to deviation in terms and conditions of service standards by the CSP.

12.5 TDS will be deducted as per prevailing rates. The consideration aforementioned is all inclusive and no other amounts will be payable to the Business Partner by RailTel on any account whatsoever, unless otherwise specifically agreed to in writing.

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

i. Tax e-invoice.

ii. PO Copy

iii. Copy of Bank Guarantee

iv. Work Acceptance Certificate issued by RailTel

12.7 Bill passing authority will be GM/VAB/CO and bill paying authority will be CO Finance.

13. Performance Bank Guarantee (PBG)

13.1 The CSP shall at its own expense, deposit with department, within fifteen (15) days of the notification of award (done through issuance of the LOA/Purchase Order / Work Order etc.) and communicated through email, an unconditional and irrevocable Performance Bank Guarantee (PBG) from 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 **'10 (%)'** of the contract value including all taxes, failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of LOA/PO. 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 shall be valid until 9 months beyond the last date of the contract period. 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 discretion. Notwithstanding and without prejudice to any rights whatsoever of RailTel under the contract in the matter, the proceeds of the PBG shall be payable to RailTel as compensation for any loss resulting from the 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, submitted PBG should also be amended (value and period) accordingly by the CSP.

13.5 During the contract period, RailTel may issue Purchase Order(s) for the additional works/ 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 Detail for online SFMS confirmation using the plate form is as below:

- BG advising message – IFN 760COV/ IFN 767COV via SFMS
- To mandatorily send the Cover message at the time of BG issuance.
- IFSC Code of ICICI Bank to be used (ICIC0000007).
- Mention the unique reference (RAILTEL6103) in field 7037.
- Customer ID: 571916103,
- Unique identifier for Field 7037: RCIL571916103.

14. Details of Commercial Bid / Financial Bid

14.1 Interested partner should submit commercial bid as per format given in the EOI.

14.2 The commercial bid should clearly bring out the cost of the goods/ 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 or 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.

15. Contract Duration and Variation

(1) The contract duration shall be same as of CoR's contract duration with RailTel until otherwise terminated earlier. Indicative contract duration is for a period of 2 year. Further extension subject mutual consent of both parties and extension from customer of RailTel. The contract duration can be renewed / extended by RailTel at its discretion, in case CoR extends / renews services with RailTel by virtue of extending / renewing / new issuance of one or more Purchase Order(s) placed by CoR to RailTel. **An agreement (as per**

annexure-13) shall need to be signed by the successful bidder at the quoted/ agreed rate as per the terms & conditions of the EOI.

(2) This project procurement is governed by the Terms and Conditions of the end customer. Therefore, any variation in quantity for any examination during the contract period shall be governed by the requirements of the end customer, irrespective of any prescribed limits, subject to approval of the Competent Authority.

16. Restrictions on 'Transfer of Agreement'

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

17. Suspension, Revocation or Termination of Contract / Agreement

17.1 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.

17.2 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:

- **i.** The CSP failing to perform any obligation(s) under the contract / agreement.
- **ii.** The CSP failing to rectify, within the time prescribed, any defect as may be pointed out by RailTel.

iii. Non adherence to Service Level Agreements (SLA) which RailTel has committed to CoR for the pertinent tender.

iv. The CSP going into liquidation or ordered to be wound up by competent authority.

v. 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.

vi. 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.

vii. 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.

18. Dispute Settlement

18.1 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 be New Delhi.

18.2 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.

18.3 All arbitration proceedings shall be conducted in English.

19. Governing Laws

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

20. Statutory Compliance

20.1 During 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.

20.2 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.

21. Intellectual Property Rights

21.1 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.

21.2 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.

22. Severability

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.

23. 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 Force Majeure leading to such termination.

24. 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 used 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.

25. 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.

26. 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.

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.

27. Assignment

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.

28. Insurance: Not Applicable.

29. 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.

30. Liquidated Damages

- If the successful bidder fails to execute the work within the time specified in this EOI or within the period of extension granted, RailTel may deduct penalty at the rate of 0.5% on per week or part thereof on the uncompleted portion of work (rounded off to the nearest whole number) for the actual delay, if delay is on successful bidder account, occasioned beyond the appointed time by which the work shall have been completed under the contract.
- The total value of LD/penalty shall be deducted from the vendor bills as

deducted by the Customer of RailTel (CoR) on back-to-back basis.

- If the total value of penalty on account of delay in implementation exceeds 10%, RailTel will be within its rights to terminate the contract.

31. 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.

32. Local Content Compliance: N/A

33. Work Execution Time:

The bidder shall execute the work as per the terms and conditions mentioned in Annexure-12, immediately upon receipt of the Advance LOA/Purchase Order. Work execution is to completed in all aspect as per the terms and conditions of the customer work order.

34. Changes in Contract Agreement

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. If any condition is changed by the Customer of RailTel, the same shall be applicable on back to back basis to Selected Bidder.

Annexure – 01

(A) Pre-Qualification Technical Eligibility

SN	Type	Description	Document Required	Page No
1	Empanelment	Bidder must be empaneled with RailTel as business associate/Business partner.	Copy of Empanelment letter issued by RailTel. Empanelment should be valid as on date of submission of bid submission date.	
2	POA	The bid should be duly signed and submitted by Authorised Signatory. The bidder has to submit the notarized on Rs. 100 of non-judicial stamp paper. Power of Attorney having authorised signatory's nomination along with board resolution in favour of power of attorney.	Bidder has to submit the Notarized Power of Attorney for the authorized person as per the Annexure-15 along with Board resolution.	
3	EMD payment	EMD payment	Bidder has to submit the proof of EMD payment along with the Bid.	
4	Non-Black Listing	Bidder should not be blacklisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body on the last date of submission of EOI	Bidder has to submit undertaking on Non-Judicial Stamp Paper of INR 100 as per the format Annexure-17	
5	Land border sharing	Compliance to insertion of Rule 144(xi) in the GFR, 2017 vide	Bidder has to submit undertaking.	

SN	Type	Description	Document Required	Page No
		office OM no. 6/18/2019-PPD dated 23-July-2020 issued by Ministry of Finance, Government of India, including revisions		
6	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	
7	Unconditional Acceptance of EOI.	Undertaking on letter head duly signed and stamped by authorised signatory for unconditional Acceptance of the Scope of work along with all the terms & Conditions as per the EOI, corrigendum and addendum.	Bidder has to submit Undertaking on letterhead duly signed and stamped by authorised signatory for unconditional Acceptance of the Scope of work along with all the terms & Conditions of the EOI, corrigendum and addendum.	
8	Turnover	The Bidder should have an average annual turnover of Rs. 40 Crore during the last three financial FY 2022-23, 2023-24, 2024-25.	Audited Balance Sheet & CA certificate. Certificate issued by the Chartered Accountant. Certificate should contain UDIN no. issued by ICAI	
9	Work Experience	The Bidder should have executed Examination projects with any Centre/State	Copies of relevant Work Orders/ Contracts to be submitted, along with Completion	

SN	Type	Description	Document Required	Page No
		Government Agency/PSU/Govt. Institute y in India in last 5 years preceding bid due date, with order value not less than: - i) One order of minimum **Rs. 31.68 Crore** or, ii) Two orders of minimum **Rs. 21.12 Crore** each or, iii) Three orders of minimum **Rs. 15.84 Crore** each. Examination related Projects shall mean following work/services for candidates in examination projects: CCTV Surveillance/ Biometric Authentication Service/ Authentication through Biometric/Aadhaar-based authentication	Certificate by client or copy of invoice to client of the respective project.	
10	Experience in CCTV Surveillance	The bidder should have been in the business of providing CCTV Surveillance Service, Frisking & Security Services and Biometric capture/	Copies of Work Orders/Completion certificate issued by the intending department/ Agreements need to be enclosed.	

S N	Type	Description	Document Required	Page No
		Aadhaar Based Authentication Services in examination during last 3 years as on last date of bid Submission and for minimum 1.6 Lakh candidates in a single shift for atleast two services.		
11	Data Centre Arrangement	The bidder should have owned/hired Data Centre (DC)/ Disaster Recovery (DR) situated in two different seismic zone in India.	Documentary evidences (agreements with related certifications) to be enclosed.	
12	Document	i. Certificate of Incorporation/ Registration Certificate ii. GST Registration iii. PAN Card	Bidder has to provide the valid document for each compliance.	
13	Positive Net worth & Profitability	The Bidder should have been profitable during the last three financial years, i.e., FY 2022-23, FY 2023-24 and FY 2024-25, and should have a positive Net Worth as on 31st March 2025.	Bidder has to submit certificate from a Chartered Accountant confirming Profitability during the last three financial years; and Positive Net Worth. Certificate issued by the CA for the last three financial years. Certificate should contain UDIN no. issued by ICAI.	
14	Certification	The Bidder should	Copy of valid certificates must be	

SN	Type	Description	Document Required	Page No
		have any two the following certifications issued before last date of bid publication and validity up to exam dates: • ISO 9001 • ISO 27001 • CMMi Level 3 or above	enclosed. Note: CMMi certificate should be verifiable on CMMi website https://cmmiinstitute.com/pars`	
15	Declaration	The bidder or any of its promoters or directors should not be admitted for notice or proceedings before the National Company Law Tribunal (NCLT) or any other authority under the Insolvency and Bankruptcy Code, 2016 during the last 5 years as on date of bid publication. The agency shall not be under a declaration of ineligibility for corrupt or fraudulent practices.	Self-affidavit to be submitted on Notary affidavit of INR 100 on nonjudicial stamp.	
Annexures:				
1	Annexure – 01	Pre-Qualification Technical Eligibility	Bidder has to submit the checklist of document submitted along with the bid	
2	Annexure - 02	EOI COVER LETTER	Bidder has to submit the EOI Cover letter	

SN	Type	Description	Document Required	Page No
3	Annexure – 04	Commercial Bid	Bidder has to submit the quote as per the Price Bid Format Annexure-4	
4	Annexure - 05	PROFORMA FOR PERFORMANCE BANK GUARANTEE	Bidder has to submit undertaking to accept the PBG format	
5	Annexure-06	Non-Disclosure Agreement	Bidder has to submit the signed copy of NDA along with bid.	
6	Annexure 07	Technical Compliance	Bidder has to submit the technical compliance along with the bid	
7	Annexure 9	EMD BANK GUARANTEE FORMAT	Bidder has to submit the EMD in the format enclosed as applicable.	
8	Annexure – 11	AFFIDAVIT form	Bidder has to submit notarized affidavit as per the format enclosed along with the bid on Rs 100 stamp paper. If the bidder has not submitted the Annexur-11, bid shall be Summarily rejected.	
9	Annexure-12	Scope of Work	Bidder has to submit the unconditional acceptance of the scope of the work.	
10	Annexure-13	Format for Agreement	Agreement shall be signed with the Successful bidder. Format acceptance is to be given by the bidder.	
11	Annexure-14	Bidder profile	Bidder has to submit the detail of the bidder in the format as per Annexure-14.	
12	Annexure-15	Power of Attorney Format	Bidder has to submit Notarized POA on a Rs 100/- Non Judicial Stamp.	

SN	Type	Description	Document Required	Page No
Bidder who had submitted all the complied document as per the requirement of EOI shall be declared as **Technically qualified bidders.**				

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.

Signature of Authorised Signatory
Name:
Designation:

Annexure - 02

EOI COVER LETTER
(On Organization Letter Head)

EoI Ref No.:______________________________ Dated: XX-XX-XXXX

To,
General Manager (VAB),
Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar, New Delhi-110023

Dear Sir,

1. I, the undersigned, on behalf of M/s …………………., having carefully examined the referred EOI offer to participate in the same, in full conformity with the said EOI and all the terms and conditions thereof, including corrigendum issued till last date of submission of EOI. It is also undertaken and submitted that we are in abidance of Clause 4 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 _____ 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 of CoR PO issued vide ref no. __________ Dated: __________ on e-tender portal, against this EOI based customer's requirement.

7. I hereby undertake that there will be no deviation from the Terms and Conditions of EOI and CoR 's PO issued vide ref no.: _______________ Dated: ________ on ________ portal.

   Signature of Authorised Signatory
   Name:
   Designation:

Annexure – 04

Commercial Bid

RAILTEL CORPORATION OF INDIA LIMITED
(A Govt. of India Undertaking)
Plate-A, 6th Floor, Office Tower-2, NBCC Building,
East Kidwai Nagar, New Delhi-110023

To,

General Manager (VAB),
Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar, New Delhi-110023

EOI NO. RCIL/EOI/COMKTG/VAB/25-26/COR-ANCI/31/E-55108

Name Of Work:- Selection of Business Partner to provide Security Ancillary Services for Offline Examinations for Customer of RailTel on Back-to-Back basis.

Firm Name	M/s.	

(Amount in INR)

SOR Item	SERVICE DESCRIPTION	UoM	Device: Candidate Ratio	Unit Price (In Figures)	Tax %	Total Unit Cost with Tax
	Impersonation control using Digital Fingerprint (Aadhaar data-based) of candidates for real-time identity verification and attendance marking.	Per Candidate per Shift	1:48		18%	-
			1:72		18%	-
1			1:96		18%	-
	CCTV Live Feed and recording of Examination Centres and Command Control Room Management with supply of recordings as per Scope of Work.	Per Candidate per Shift	1:24		18%	-
3	Frisking of candidates with HHMD devices, Security and Crowd Control.	Per Candidate per Shift	As per Scope of Work		18%	-
Total Cost						-
Total Cost (in words)						

Bidders to note the following:
1.Bidder has to quote for all the above line items, which is compulsory. If one or moreline items are not quoted, then the financial bid shall not be evaluated and will lead to cancellation of bid.
2.The bidder who submitted the lowest price (L1 - Lowest One) compared to all other bidders for Final Total cost Including Tax will be considered the successful L1 bidder.
3.Rate quoted by the bidder shall be inclusive of all incidental expenses including transportation, handling, breakage, theft, insurance and installation/uninstallation etc.
4. This Rate Contract would remain valid for the entire duration of the contract.
5. RailTel, at its discretion, may choose to avail any or combination of services in different projects as per the end customer requirement.

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Annexure - 05

PROFORMA FOR PERFORMANCE BANK GUARANTEE
(On Stamp Paper of ₹ One Hundred)

To,

General Manager (VAB),
Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar, New Delhi-110023

1. In consideration of the RailTel Corporation of India Limited (CIN : L64202DL2000GOI107905), having its registered office at Plate-A, 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 an its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges this Guarantee. Unless a demand

or claim under the Guarantee is made on us in writing on or before ……………… . We shall be discharged from all liability under this Guarantee thereafter.

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

Signature With Date	Signature With Date
Name:	Name:
Designation:	Designation:

Encl: SFMS PBG Report

Annexure-06

NON-DISCLOSURE AGREEMENT

(On Non-Judicial Stamp Paper of Rs. 100)

This Non-Disclosure Agreement (this “Agreement”) is made and entered into on this ________ day of_________, 20XX (the “Effective Date”) at __________.

By and between

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

And

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

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

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

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

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

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

1. **Permitted Use.**
   a) Receiving Party shall:
      i. hold all Information received from Disclosing Party in confidence;
      ii. use such Information for the purpose of evaluating the possibility of entering into a commercial arrangement between the Parties concerning such Information; and

iii. restrict disclosure of such Information to those of Receiving Party's officers, directors, employees, affiliates, advisors, agents and consultants (collectively, the "Representatives") who the Receiving Party, in its reasonable discretion, deems need to know such Information, and are bound by the terms and conditions of (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement.

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

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

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

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

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

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

2. **Designation**.

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

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

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

3. Cooperation. Receiving Party will immediately give notice to Disclosing Party of any unauthorized use or disclosure of the Information of Disclosing Party.
4. Ownership of Information. All Information remains the property of Disclosing Party and no license or other rights to such Information is granted or implied hereby.
   Notwithstanding the foregoing, Disclosing Party understands that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Information of the Disclosing Party. Notwithstanding anything to the contrary, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop products, or have products developed for it, that, without violation of this Agreement, compete with the products or systems contemplated by Disclosing Party's Information.
5. No Obligation. Neither this Agreement nor the disclosure or receipt of Information hereunder shall be construed as creating any obligation of a Party to furnish Information to the other Party or to enter into any agreement, venture or relationship with the other Party.
6. Return or Destruction of Information.

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

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

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

7. Injunctive Relief: Without prejudice to any other rights or remedies that a party may have, each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of this Agreement, and that a party shall be entitled to seek the remedies of injunction, specific performance and/or any other equitable relief for any threatened or actual breach of this Agreement
8. Notice.
   a) Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated:
      i. by personal delivery, when delivered personally;
      ii. by overnight courier, upon written verification of receipt; or
      iii. by certified or registered mail with return receipt requested, upon verification of receipt.
   b) Notice shall be sent to the following addresses or such other address as either Party specifies in writing.

   RailTel Corporation of India limited:
   Attn:
   Address:
   Phone:
   Email.:
   Attn:
   Address:
   Phone:
   Email
9. Term, Termination and Survivability.
   a) Unless terminated earlier in accordance with the provisions of this agreement, this Agreement shall be in full force and effect for a period of years from the effective date hereof.
   b) Each party reserves the right in its sole and absolute discretion to terminate this Agreement by giving the other party not less than 30 days' written notice of such termination.
   c) Notwithstanding the foregoing clause 9(a) and 9 (b) , Receiving Party agrees that its obligations, shall:
      i. In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and
      ii. not apply to any materials or information disclosed to it thereafter.

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

jurisdiction of the courts of New Delhi.

11. Counterparts. This agreement is executed in duplicate, each of which shall be deemed to be the original and both when taken together shall be deemed to form a single agreement
12. No Definitive Transaction. The Parties hereto understand and agree that no contract or agreement with respect to any aspect of a potential transaction between the Parties shall be deemed to exist unless and until a definitive written agreement providing for such aspect of the transaction has been executed by a duly authorized representative of each Party and duly delivered to the other Party (a "Final Agreement"), and the Parties hereby waive, in advance, any claims in connection with a possible transaction unless and until the Parties have entered into a Final Agreement.
13. Settlement of Disputes:
    a) The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or
    b) consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.
    c) 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. UNPULISHED PRICE SENSITIVE INFORMATION (UPSI)agrees and acknowledges that_______, its Partners, employees, representatives etc., by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall be deemed to be "Connected Persons" within the meaning of SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be bound by the said regulations while dealing with any confidential and/ or price sensitive information of RailTel. ___________shall always and at all times comply with the obligations and restrictions contained in the said regulations. In terms of the said regulations, shall abide by the restriction on communication, providing or allowing access to any Unpublished Price Sensitive Information (UPSI) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel

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.

____________________________ By: Name: Title:	RailTel Corporation of India Limited By: Name: Title:

Witnesses: 1

Witnesses: 2

Annexure 7

Technical Compliance

EoI Ref. No.: ______________________ Date: XX-XX-XXXX

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

S.No.	**Scope Item**	**Specification as per technical Document**	**Compliance (Yes/No)**
A	**B**	**C**	**D**
1	As per the EOI document	As per the EOI document	To be filled by Bidder
2			
3			
4			
5			

Signature of Authorised Signatory
Name:
Designation:

Annexure 09

EMD BANK GUARANTEE FORMAT

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

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

SEALED with the Common Seal of the said Bank this_____________day of_______20

THE CONDITIONS of this obligation are:

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

or

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

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

or

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

or

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

we undertake to pay to the Employer up to the above amount upon receipt of his first written

demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

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

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

DATE______________________SIGNATURE OF THE BANK __________________
WITNESS__________________SEAL _____________________________________
[Signature, name, and address]* _____ days after the end of the validity period of the

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 SIGNAURE 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.

Annexue-12

SCOPE OF WORK:

Sub: Selection of Business Partner to provide Security Ancillary Services for Offline Examinations for Customer of RailTel on Back-to-Back basis.

As per the End Customer Tender No. : EdCIL/OTAS/ASOE/2026Dated: 12.03.2026 and Corrigendum (if any).

https://www.edcilindia.co.in/Default/ViewFile/?id=1773337662354_Tender%20Document.pdf&path=Etender

NOTE: BACK-TO-BACK APPLICABILITY

All obligations, timelines, service levels, security requirements, penalties, compliance standards, confidentiality requirements and performance benchmarks stipulated by Customer of RailTel (CoR) in its Work Order to RailTel shall be binding on the selected bidder (CSP) on strict back-to-back basis without any dilution, modification or limitation of liability.

The CSP shall not seek relaxation of any requirement imposed by CoR upon RailTel and shall indemnify RailTel against any loss arising out of non-compliance attributable to the CSP.

Annexure -13

CONTRACT AGREEMENT

(On Stamp paper of Rs. One hundred)

(CA No. …………………………………………………………………………………………….)

This AGREEMENT is made at <Location of RailTel Office> on this day of ___________ Two Thousand and Twenty Five by and between RailTel Corporation of India Limited (A Govt. of India Undertaking) having its Registered & Regional office at Plat-A, 6th Floor, Office Block-II, East Kidwai Nagar, New Delhi-110023, acting through GM/VAB or his authorized representative (hereinafter referred to as 'RailTel', which expression should unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the one part;

And ______________________having its registered office at ------------------------------- acting in the premises through………………. (hereafter referred to as "Business partner", which expression should unless repugnant to the context or meaning thereof include its successor and permitted assigns) of the other part.

Whereas in response to a call for EOI by RailTel for the work of "………………………………………..…………………………………………..." for RailTel Corporation of India Limited as per EOI papers at Annexure 'A' read with Corrigendum………………….. issued by RailTel hereto, the Business partner has submitted offer letter as per Annexure 'B' hereto

AND WHEREAS the said Tender of the Business partner has been accepted for the work of "…………………………………………………………" for RailTel Corporation of India Limited as per copy of Letter of Acceptance of Tender No.___________________dated___________ complete with enclosures at the accepted rates and agreed deviations from tender papers as per Annexure-C hereto at contract value of Rs.________________(Rupees_________________________ Only) duly accepted by the Business partner.

Now this agreement witnesses that in consideration of the premises and the payment to be made by the Purchaser (RailTel) to the Business partner provided for herein, the Business partner shall supply all equipment and materials and execute and perform all works for which the said EOI of the Business partner has been accepted strictly according to the various provisions in Annexure 'B' and 'C' hereto and upon such supply, execute and performance to the satisfaction of the purchaser (RailTel) and the purchaser (RailTel) shall pay to the Business partner at the rates accepted as per the said Annexure 'C' and in terms of the provisions therein.

IN WITNESS whereof both the parties have hereunto set and subscribed their respective hands and/or seals on the day and year respectively mentioned against their respective signatures.

Signed and delivered by Shri ________________________ for and on behalf of RailTel Corporation of India Ltd. in the presence of:

1. Signatures
   Date
   Name in Block Capitals
   Address:

2. Signatures
   Date
   Name in Block Capitals
   Address:

Signed and delivered by Shri. ________________________________ for and on behalf of _________________________ in the presence of :

1. Signatures
   Date
   Name in Block Capitals
   Address:

2. Signatures
   Date
   Name in Block Capitals
   Address:

Annexure 'A' : Tender Document No………… with Corrigendum(s), if any.
Annexure 'B' : Contractor's offer letter.
Annexure 'C' : Letter of Acceptance/Purchase order No…….. with all enclosures.
Annexure 'D' : Copy of Performance Bank Guarantee (PBG)

Annexure-14

Bidder Profile

To,

General Manager (VAB),
Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar, New Delhi-110023

<table>
<tr><td>i)</td><td colspan="2">Name and Address of the Bidder</td><td></td></tr>
<tr><td>ii)</td><td colspan="2">Name of Authorised Signatory of the Bidder
Phone No.
Mobile No.
Email Id.</td><td></td></tr>
<tr><td>iii)</td><td colspan="2">Certificate of Incorporation</td><td></td></tr>
<tr><td rowspan="4">iv)</td><td rowspan="4">Total Annual Financial Turnover from Examination based projects</td><td>FY 2021-22</td><td></td></tr>
<tr><td>FY 2022-23</td><td></td></tr>
<tr><td>FY 2023-24</td><td></td></tr>
<tr><td>FY 2024-25</td><td></td></tr>
<tr><td rowspan="2">v)</td><td colspan="2">PAN No.</td><td></td></tr>
<tr><td colspan="2">GST Registration No. (UP)</td><td></td></tr>
<tr><td rowspan="3">vi)</td><td colspan="2">Quality Certification No / License if any</td><td></td></tr>
<tr><td colspan="2">Details of Issuing Authority</td><td></td></tr>
<tr><td colspan="2">Validity of Certificate</td><td></td></tr>
<tr><td>vii)</td><td colspan="2">Bank Detail for RTGS/NEFT</td><td></td></tr>
<tr><td>viii)</td><td colspan="2">Details of Earnest Money Deposit (EMD)
(No., Date, Bank, Amount etc.)</td><td></td></tr>
<tr><td>viii)</td><td colspan="2">Details of Tender Fee Deposit
(No., Date, Bank, Amount etc.)</td><td></td></tr>
</table>

Signature of Authorised Signatory
Name:
Designation:

Annexure-15

Format for Power of Attorney

POWER OF ATTORNEY

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney.]

We, M/s.______ (name of the firm or company with address of the registered office) hereby constitute, appoint and authorise Mr. or Ms.______ (Name and residential address) who is presently employed with us and holding the position of ______, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our RFP for the Project _____ (name of the Project), including signing and submission of the RFP response, participating in the meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with ____________ (Client) and thereafter till the expiry of the Project Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

(Add in the case of a Consortium)
Our firm is a Member or Lead bidder of the Consortium of ___________, _________ and ___________.

Dated this the _____ day of ______ 2025

(Signature and Name of authorized signatory)
____

(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company)

Seal of firm Company

Witness 1:

Witness 2:

Notes:

a. To be executed by all the members individually.

The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Annexure 17

SELF-DECLARATION - NON-BLACKLISTING
(On Non-Judicial Stamp Paper of INR 100/- duly attested by the Notary Public)

To,
General Manager (VAB),
Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar, New Delhi-110023

Sir,

In response to the EOI no. …………………………………Dated………., I/we hereby declare that presently our company/ Firm……………………. is having unblemished record and is not declared ineligible or blacklisted for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Central Govt. /State Govt. / Semi-Govt. / PSU/ University/ Educational Institutions/ Organization/ or Court of Law or by eve as on date of bid submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our EMD may be forfeited in full and the bid if any, to the extent accepted may be cancelled.

Signature…………….………….
Date: . Name of Bidder: