

RAILTEL CORPORATION OF INDIA LIMITED
(A Govt. of India Undertaking)

**Expression of Interest for Selection of Implementation Partner from Empaneled
Business Associate for Smart City Ahmedabad Development Limited (SCADL) RFP
No: SCADL_RFP_25-26_04)**

For

“Request for Proposal (RFP)

For

**“Selection of Implementation Agency for SITC, Operation, and Maintenance of
Surveillance System in Ahmedabad City Safe and Secure Ahmedabad (SASA II) (RFP
No: SCADL_RFP_25-26_04)”.**

EOI No: RCIL/SCADL/Ahmedabad/Mktg/26-27/02 Dt: 22/05/2026

EOI NOTICE

**RailTel Corporation of India Ltd,
15th Floor, GIFT Tower-1, Road-5, Zone-5C, GIFT City, Gandhinagar, Gujarat-382355
EOI No: RCIL/SCADL/Ahmedabad/Mktg/26-27/02 Dt: 22/05/2026**

RailTel Corporation of India Ltd., (here after referred to as “RailTel”) invites EOIs from RailTel’s Empaneled Partners for the selection of suitable partner for Tender No: **SCADL_RFP_25-26_04 for Selection of Implementation Agency for Selection of Implementation Agency for SITC, Operation, and Maintenance of Surveillance System in Ahmedabad City Safe and Secure Ahmedabad (SASA II).**

The details are as under:

1	Last date for submission of Bid by bidders	26th May 2026 15:00 Hrs.
2	Opening of Bid	26th May 2026 15:30 Hrs.
3	EOI fees inclusive tax (Non-refundable)	Rs. 18,000/- (Inclusive of 18% GST)
4	Token EOI EMD	a) Rs. 5,00,000/-(Five Lakhs Only) to be submitted along with EOI(To be submitted via online bank transfer only). b) Balance EMD to be submitted by the selected Business Associate, in the form of BG/online transfer, before submission of final bid to the end customer of the remaining value equivalent to the advertised EMD by the end customer. The format for BG as EMD will be as per the end customer RFP. c) For Bank Guarantee as EMD, the EMD validity should be 3 months beyond the customers bid validity.

The EMD should be in favour of RailTel Corporation of India Limited, payable at Mumbai, either through online bank transfer or as a PBG in favour of RailTel Corporation of India Limited. Partner needs to share the online payment transfer details like UTR No, date of payment along with the proposal.

RailTel Bank Details: Union Bank of India, Account No. 317801010036605, IFSC Code - UBIN0531782.

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

1. Level 1

Contact Name: Allan Saji

Designation: Assistant Manager/ Marketing

E-Mail Address: allan.saji@railtelindia.com
Mobile No: 7977717296

2. Level 2

Contact Name: Sumit Saurav
Designation: Assistant General Manager/Marketing
E-Mail Address: sumit.saurav@railtelindia.com
Mobile No: 9724040018

Note:

- ❖ Empaneled partners are required to submit soft copy of technical & price packet through an e-mail at eoι.wr@railtelindia.com duly signed by Authorized Signatories with Company seal and stamp.
- ❖ The EOΙ response is invited from eligible **Empaneled Partners of RailTel only. The Empaneled partner must submit its valid empanelment Letter of Intent along with his Bid.**
- ❖ All the document must be submitted with **proper indexing and page no.**
- ❖ This is an **exclusive pre-RFP partnership arrangement with empaneled business associate of RailTel for participating in the end customer RFP.** 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 EOΙ for pre-bid teaming arrangement (before and after submission of bid to end customer organization by RailTel). This undertaking has to be given with this EOΙ Response.
- ❖ Partner has to submit their response as an individual organization only. No consortium is allowed. The Bidder must be an empaneled partner of RailTel.
- ❖ **Transfer and Sub-letting.** The Business Associate has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contractor 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.
- ❖ All Bidders to sign and stamp RailTel's EOΙ and its corrigendum's implying acceptance of all terms and conditions as mentioned and submit the same along with their Bids.
- ❖ Any changes made by RailTel's end customer in **Tender No.: SCADL_RFP_25-26_04** up to the last date of submission of the said tender by RailTel will be unquestionably without any objection accommodated by the Bidders in their Technical & Price offer submitted against this EOΙ. Changes include all the technical, financial, format changes and any other changes as applicable and deemed applicable by RailTel.

RAILTEL

❖ As Introduction about RailTel

RailTel Corporation of India Limited (RailTel), an ISO-9001:2000 organization is a Nav Ratna Government of India undertaking under the Ministry of Railways. The Corporation was formed in Sept 2000 with the objectives to create nationwide Broadband Telecom and Multimedia Network in all parts of the country, to modernize Train Control Operation and Safety System of Indian Railways and to contribute to realization of goals and objective of national telecom policy 1999. RailTel is a wholly owned subsidiary of Indian Railways.

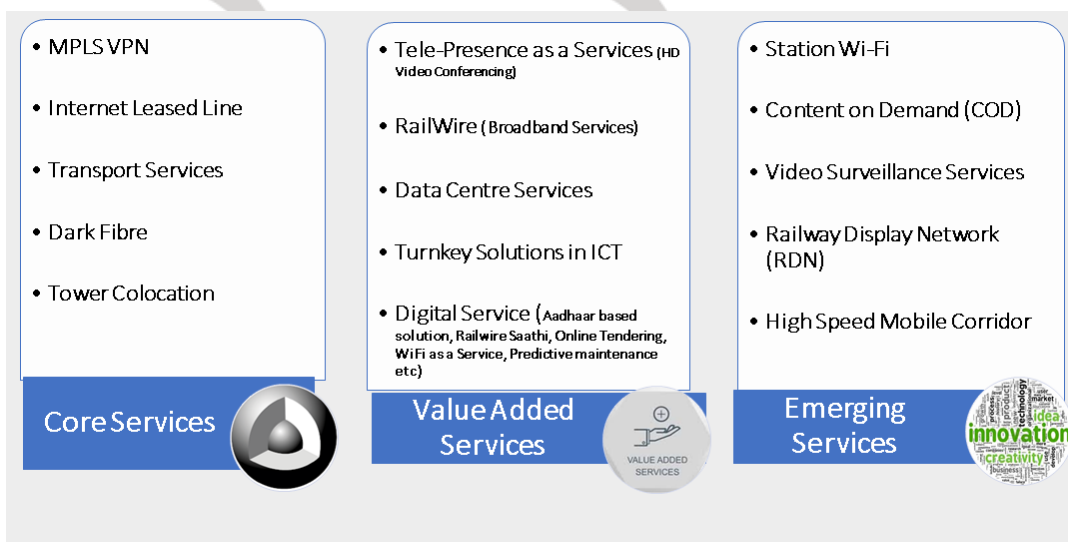
RailTel has approximately 60000 kms of OFC along the protected Railway tracks. The transport network is built on high capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon and Secunderabad hosting / collocating critical applications. RailTel is also providing Telepresence as a Service (TPaaS), where a High-Definition Video Conference facility bundled with required BW is provided as a Service.

For ensuring efficient administration across India, country has been divided into four regions namely, Eastern, Northern, Southern & Western each headed by Executive Director and Headquartered at Kolkata, New Delhi, Secunderabad & Mumbai respectively. These regions are further divided into territories for efficient working. RailTel has territorial offices at Guwahati, & Bhubaneswar in East, Chandigarh, Jaipur, Lucknow in North, Chennai & Bangalore in South, Bhopal, and Pune & Ahmedabad in West. Various other territorial offices across the country are proposed to be created shortly.

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

Licenses & Service portfolio:

Presently, RailTel holds Infrastructure Provider -1, National Long-Distance Operator, International Long-Distance Operator and Internet Service Provider (Class-A) licenses under which the following services are being offered to various customers:



❖ **Carrier Services**

- National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India using state-of-the-art NGN-based network through its Interconnection with all leading Telecom Operators.
- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth & above.
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks.
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telcos.

❖ **Enterprise Services**

- Managed Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above
- MPLS VPN: Layer-2 & Layer-3 VPN available for granularities from 2 Mbps & above
- Dedicated Internet Bandwidth: Experience the "Always ON" internet connectivity at your fingertips in granularities 2 Mbps to several Gbps

❖ **DATA CENTER**

- Infrastructure as a service (IaaS), Hosting as Services, Security operation Centre as a Service (SOCaaS): RailTel has MeitY empaneled two Tier-III data centres in Gurgaon & Secunderabad. Presently RailTel is hosting critical applications of Indian Railways, Central & State government/ PSUs applications. RailTel will facilitate Government's applications
- Hosting services including smooth transition to secured state owned RailTel's Data Centers and Disaster Recovery Centres. RailTel also offers SOC as a Service 'SOCaaS'. In addition, RailTel offers VPN client services so that employees can seamlessly access government's intranet, applications securely from anywhere without compromising security.

❖ **National Long Distance:**

Carriage of Inter & Intra -circle Voice Traffic across India using state-of-the-art NGN-based network through its Interconnection with all leading Telecom Operators.

- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth & Above.
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

❖ **High-Definition Video Conference:**

RailTel has unique service model of providing high -definition video conference bundled with Video Conference equipment, bandwidth and FMS services to provide end to end

seamless services on OPEX model connecting HQ with other critical offices. RailTel also offers application-based video conference solution for employees to be productive specially during this pandemic situation.

❖ **Retail Services – RailWire**

RailWire: Triple Play Broadband Services for the Masses. RailTel has unique model of delivering broadband services, wherein local entrepreneurs are engaged in delivering & maintaining broadband services and up to 66% of the total revenues earned are shared to these local entrepreneurs in the state, generating jobs and revitalizing local economies. On date RailTel is serving approx. 4,68,000 subscribers on PAN Indian basis. RailTel can provide broadband service across – Government PSU or any organization's officers colonies and residences.

❖ **Project Background and Objective of EOI**

RailTel intends to participate in RFP floated by the end Customer organization for **Selection of Implementation Agency for Selection of Implementation Agency for SITC, Operation, and Maintenance of Surveillance System in Ahmedabad City Safe and Secure Ahmedabad (SASA II)**.

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 customer local environment.

❖ **Scope of Work**

The scope of work will be as mentioned in the end Customer Organization Tender for **Selection of Implementation Agency for Selection of Implementation Agency for SITC, Operation, and Maintenance of Surveillance System in Ahmedabad City Safe and Secure Ahmedabad (SASA II)** with latest amendment/ Corrigendum/ Clarifications uploaded up to the last date of submission of the aforesaid tender.

The broad scope of work is mentioned in end customer **Tender No.: SCADL_RFP_25-26_04** along with its latest amendments and clarifications.

In case of any discrepancy or ambiguity in any clause / specification pertaining to scope of work area, the tender/RFP and corrigendum/addendum released by end customer organization shall supersede and will be considered sacrosanct. (All associated clarifications, response to queries, revisions, addendum, and corrigendum, associated prime service agreement PSA/MSA/SLA also included.)

Business associate can participate as a sole bidder only. No consortium is permitted. Bidder must be RailTel's empaneled partner and will be responsible for all the conditions mentioned in this and the end customer RFP.

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

❖ **Response to EOI guidelines**

❖ **Language of Proposals**

The proposal and all correspondence and documents shall be written in English in soft copy through an email.

❖ **RailTel's Right to Accept/Reject responses**

RailTel reserves the right to accept or reject any response and annul the bidding process or even reject all responses at any time prior to selecting the partner, without thereby incurring any liability to the affected bidder or Business Associate or without any obligation to inform the affected bidder or bidders about the grounds for RailTel's action.

❖ **EOI response Document**

The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Submission of bids, not substantially responsive to the bidding document in every aspect will be at the bidder's risk and may result in rejection of its bid without any further reference to the bidder.

All pages of the documents shall be signed by the bidder including the closing page in token of his having studied the EOI document and should be submitted along with the bid.

❖ **Period of Validity of bids and Bid Currency**

Bids shall remain valid for a period of 240 days from the last date of submission of bid.

❖ **Bid Earnest Money (EMD)**

- The Business Associate shall furnish a sum as given in EOI Notice via online transfer from any scheduled bank in India along with the offer. This will be called as EOI/Token EMD.
- Offers not accompanied with valid Token Earnest Money Deposit shall be summarily rejected.
- In case if offer is selected for bidding, the partner must furnish Earnest Money Deposit (for balance amount as mentioned in the customer's Bid or as per RailTel policy as applicable) for the bid to RailTel in the form of Online Transfer/BG/combination of both. The selected Business Associate shall have to submit EMD before submission of bid to end customer as applicable.
- Return of EMD for unsuccessful Business Associates: EOI EMD of the unsuccessful Business Associate shall be returned without interest after completion of EOI process.

- Return of EMD for successful Business Associate: EOI-EMD & Earnest Money Deposit (balance proportionate EMD) of the successful bidder will be discharged / returned as promptly as possible after the receipt of RailTel's EMD/BG from the end Customer and or on receipt of Security Deposit Performance Bank Guarantee as applicable from Business Associate whichever is later.
- Forfeiture of EOI EMD or EOI EMD & balance EMD (balance proportionate EMD) and or Penal action as per EMD Declaration:
- The EOI EMD will be forfeited if the Balance EMD is not paid before RailTel's bid submission in end customers Tender
- The EOI EMD & Balance EMD may be forfeited and or penal action shall be initiated if a Business Associate withdraws his offer or modifies the terms and conditions of the offer during validity period.
- In case non-submission of SD/PBG leads to forfeiture of EOI EMD, EMD (balance proportionate EMD), as applicable, suitable action as prescribed shall be initiated as applicable.
- Having participated with another party/directly/through consortium apart from RailTel in RailTel's end customer Tender

❖ **Security Deposit / Performance Bank Guarantee (PBG)**

- In case the bid is successful, the PBG of requisite amount proportionate to the agreed scope of the work will have to be submitted to RailTel as per the rate specified in the end customer RFP.
- As per work share arrangements agreed between RailTel and Business Associate the PBG will be proportionately decided and submitted by the selected Business Associate.

❖ **Last date & time for Submission of EOI response**

EOI response must be submitted to RailTel at the email address specified in the preamble not later than the specified date and time mentioned in the preamble.

❖ **Modification and/or Withdrawal of EOI response**

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

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

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

❖ **Details of Financial bid for the above referred tender**

Business Associate meeting eligibility criteria and lowest price will be selected for exclusive pre-bid arrangement for optimizing technical and commercial solution so that most winnable solution is submitted to end customer.

In case if two or more Business Associates meet eligibility criteria and have quoted same price, then negotiation will be conducted within those partners in the second stage for the given scope of the work and the bidder with overall lowest (L1) offer will be selected for exclusive pre bid arrangement for optimizing technical and commercial solution.

The final bid for the tender will be prepared jointly with the selected Business Associate so that the optimal bid can be put with a good chance of winning the Tender.

Also, it may be noted that RailTel may choose multiple BAs for final bidding depending upon the lowest offer received so that a winning bid can be put forth.

The BAs will have to encompass RailTel margin over all components of the Price in end customer Tender/RFP.

Any Changes in the end customer Tender after the last date of submission of RailTel EoI shall be unquestionably & without any objection accommodated by the BA/BAs in their Technical & Price offer submitted against this EoI.

❖ **Clarification of EOI Response**

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

❖ **Period of Association/Validity of Agreement**

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



❖ **Eligibility Criteria for Bidding Business Partner of RailTel**

S.No	Particulars	Criteria for Tender Package
		(Mandatory Compliance & Document Submission)
1	The Bidder/Business Associate (BA) should be registered under the Companies Act, 2013 (as amended from time to time) and should have been in operation in India for at least seven (7) years as on the date of bid submission.	1. Certificate of Incorporation 2. GST Registration 3. PAN Card
2	The BA, individually, should have achieved a minimum average annual turnover of at least Rs. 120 Cr from IT/ITES/Telecom projects from last three financial years, i.e., FY 2023–24, FY 2024–25, and FY 2025–26.	Turnover Certificate / Provisional certificate issued by the Chartered Accountant. Certificate should contain UDIN no. issued by ICAI.
3	The BA should have a positive net worth and should have been profitable in each of the last three (3) financial years, i.e., FY 2022-2023, 2023–24, and FY 2024–25.	Certified Balance Sheet and Profit/Loss Account of any 3 Financial Years (FY 2022-2023, 2023–24, and FY 2024–25.) should be enclosed. Statutory auditors/ CA certificate mentioning the net profit of the bidder should be enclosed.
4	The participating bidder should be a currently empaneled partner of RailTel Corporation of India Limited.	Documentary proof of empanelment along with proof of empanelment Fee to be submitted.
5	The BA must have directly completed/executed similar work involving the Supply, Installation, Testing, and Commissioning (SITC) of IP CCTV cameras along with the required accessories, with a minimum of 10,000 IP CCTV cameras supplied and installed in a single IP CCTV surveillance project for any Central Government or State Government organization, Public Sector Undertaking (PSU), or Public Sector Bank.	Work Orders / Client Certificates confirming the year and area of activity should be enclosed.
6	The BA should have at least one work order for directly completed/executed similar work involving the Supply, Installation, Testing, and Commissioning (SITC) of a city-wide or town-wide surveillance network, including fiber laying.	Work Orders / Client Certificates confirming the year and area of activity should be enclosed.
7	The BA must have directly completed/executed similar work involving the Supply, Installation, Testing, and Commissioning (SITC) of at least 80 PB of storage in a single project for any Central Government or State Government organization, Public Sector Undertaking (PSU), or Public Sector Bank.	Work Orders / Client Certificates confirming the year and area of activity should be enclosed.

8	The bidder should have successfully completed work involving the Supply, Installation, Testing, Commissioning, and Operations & Maintenance (O&M) of Video Analytics (VA) software incorporating the following use cases. Out of the 22 use cases listed below, at least 18 use cases must have been implemented in a single project: 1. Loitering Detection 2. Unauthorized Occupation Detection 3. Animal Detection on Roadways 4. Vandalism Detection 5. Asset Damage Detection 6. Automatic Number Plate Recognition (ANPR) 7. Illegal Dumping Detection (Debris and Garbage Dumping) 8. Over-Height Vehicle Detection 9. Restricted Access Monitoring 10. Public Nuisance Detection (Spitting and Littering) 11. Crowd Density and Occupancy Monitoring 12. Abandoned Object Detection 13. Pothole Detection 14. Line Crossing Detection 15. Fire Detection 16. Facial Recognition 17. Wrong-Side Driving Detection 18. Mobile Phone Usage While Driving Detection 19. Seat Belt Detection (Four-Wheeler) 20. Speed Violation Detection 21. Detection of Uncovered Debris in Trucks and Extended Metallic Elements 22. Detection of Water Logging	Work Orders / Client Certificates confirming the year and area of activity should be enclosed.
9	The BA should have maintained an operational office in the State of Gujarat for at least seven (7) years.	Copies of any two of the following: Property Tax/ Electricity/ Telephone Bill/ GST Registration / Lease agreement

Evaluation Criteria:

- For the opened bid as per outcome of the Eligibility criteria above, the partner will be selected on the lowest quote (L-1) basis for complete 'Scope of Work' as mentioned in the end client RFP document and documents of technical specifications of End Customer, subject to the respective overall bid complies to the requirements of this EOI. The so selected partner will be termed as 'Commercially Suitable Partner (hereafter referred to as 'PARTNER')'.

Bidder's Profile

The bidder shall provide the information in the below table:

S. No.	ITEM	Details
1.	Full name of bidder's firm	
2.	Full address, telephone numbers, fax numbers, and email address of the primary office of the organization / main / head / corporate office	
3.	Name, designation and full address of the Chief Executive Officer/Director of the bidder's organization as a whole, including contact numbers and email Address	
4.	Full address, telephone and fax numbers, and email addresses of the office of the organization dealing with this tender	
5.	Name, designation and full address of the person dealing with the tender to whom all reference shall be made regarding the tender enquiry. His/her telephone, mobile, Fax and email address	
6.	Bank Details (Bank Branch Name, IFSC Code, Account number)	
7.	PAN, GST, TAN Registration numbers	

❖ Evaluation Criteria

- The Business Associates are first evaluated on the basis of the Eligibility Criteria as per the clause above.
- The Business Associate qualifying the Eligibility criteria will be selected for an exclusive pre- bid arrangement for optimizing technical and commercial solutions so that most winnable solution is submitted to end customer.
- In case there are two or more Sole Bidders meeting eligibility criteria, then the price bids would be evaluated, and the Bidder with the overall lowest (L1) offer will be selected for an exclusive pre-bid arrangement for optimising the technical and commercial solution.
- RailTel reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants. The RailTel evaluation committee will determine whether the proposal/ information is complete in all respects, and the decision of the evaluation committee shall be final. RailTel may at its discretion, assign a lead factor to the Business associate as per RailTel policy for shortlisting a partner against this EOI.
- All General requirements mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable.

❖ **Withdrawal of Bids**

A Bidder wishing to withdraw its bid shall notify to RailTel by e-mail prior to the deadline prescribed for bid submission. The notice of withdrawal shall be addressed to RailTel at the address named in the Bid Data Sheet, and bear the Contract name, the <Title> and < Bid No.>, and the words “Bid Withdrawal Notice.” Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a valid submitted bid.

No bid can be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in the Bid Data Sheet. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder’s EMD.

❖ **Evaluation Process**

The evaluation process of the bid proposed to be adopted by RailTel is indicated in this section. The purpose of this section is to provide the Bidder an idea of the evaluation process that RailTel may adopt.

RailTel shall appoint a Bid Evaluation Committee (BEC) to scrutinize and evaluate the technical and commercial bids received. The BEC will examine the Bids to determine whether they are complete, responsive and whether the bid format conforms to the bid requirements. RailTel may waive any informality or non-conformity in a bid which does not constitute a material deviation according to RailTel.

The bid prices should not be mention in any part of the bid other than the Commercial Bid. Any attempt by a bidder to influence the bid evaluation process may result in the rejection of Bid and forfeiture of EMD.

❖ **Performance Bank Guarantee**

The Bidder shall at his own expense, deposit with RailTel an unconditional and irrevocable Performance Bank Guarantee (PBG) from nationalized banks or scheduled banks excluding Co-operative banks as per the format given in this bid, payable on demand, for the due performance and fulfilment of the contract by the Bidder.

This Performance Bank Guarantee will be submitted within 15 days of the notification of award of the contract/ Letter of Acceptance (LOA) issuance. If PBG is not submitted within this time frame a delayed PBG penalty will be attracted. Post 15 days and up to 50 days from date of notification of award of the contract/ Letter of Acceptance (LOA) issuance, a penalty at 15% per annum interest of LOA amount will be levied as delayed PBG penalty and this penalty will be deducted from the Invoices & EMD of the Bidder. After these 50 days if PBG is not submitted then it will be assumed that the Bidder is not interested in submitting PBG and the Amount of PBG along with the delayed PBG penalty calculated will be retained from Invoices & EMD of the Bidder. Non-submission of PBG can also lead to cancellation of contract and the decision with respect to whether, to retain the PBG Amount and penalty from Invoices & EMD or cancellation of contract, will be at the sole discretion of RailTel. In the event of cancellation of contract EMD will be forfeited. If PBG is retained from Invoices & EMD then the PBG Amount only and not

the penalty attracted will be paid to the Bidder in such a case post the contract period plus three months (expected PBG validity date) are over after deducting any applicable deductions (e.g.: Poor service, etc).

This Performance Bank Guarantee will be for an amount equivalent to a particular percentage of the total contract value or as specified in RailTel's end customers tender. All charges whatsoever such as premium, commission, stamp duties etc. with respect to the Performance Bank Guarantee shall be borne by the Bidder. The Performance Bank Guarantee format can be found in this document.

The Performance Bank Guarantee may be discharged/ returned by RailTel upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.

In the event of the Bidder being unable to service the contract for whatever reason, RailTel would invoke the PBG. 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 Bidder's failure to complete its obligations under the Contract. RailTel shall notify the Bidder in writing of the exercise of its right to receive such compensation within 30 days, indicating the contractual obligation(s) for which the Bidder is in default.

The 30 days' notice period shall be considered as the 'Cure Period' to facilitate the Implementation Agency to cure the breach. The PBG shall be invoked only if the breach is solely attributable to the bidder and the bidder fails to rectify the breach within the 'Cure Period'.

RailTel shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to the Bidder, the equivalent value of any payment made to the Bidder due to inadvertence, error, collusion, misconstruction or misstatement.

❖ **Rights to Terminate the Process**

RailTel may terminate the bid process at any time and without assigning any reason. RailTel makes no commitments, express or implied, that this process will result in a business transaction with anyone.

This bid document does not constitute an offer by RailTel. The Bidder's participation in this process may result in RailTel selecting the Bidder to engage in further discussions and negotiations towards 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.

❖ **Payment terms**

RailTel shall make payment to selected Business Associate after receiving payment from Customer for the agreed scope of work. In case of any penalty or deduction made by customer for the portion of work to be done by BA, same shall be passed on to Business Associate. Business Associate shall be required to raise a Tax Invoice to the Railtel on or before Railtel raises Invoice on the End Customer so that the GST Liability of Railtel arising from Billing to Customer can be adjusted by utilizing the GST Payable on the Invoice of Business Associate.

- All payments by RailTel to the Partner will be made after the receipt of payment by RailTel from end customer organization and upon submission of correct Tax Invoices as per statutory norms.
- The Payments received from end customer will be disbursed Scope wise to the selected BA.
- Payments to selected BAs will be in Arrears only

❖ **SLA/Penalty/LD**

The selected bidder will be required to adhere to the SLA/Penalty/LD matrix as defined in the end Customer organization tender for his scope of work and the SLA/Penalty/LD breach penalty will be applicable proportionately on the selected bidder, as specified in the end Customer organization Tender. The SLA/Penalty/LD scoring and penalty deduction mechanism for in-scope of work area shall be followed as specified in the Tender. All associated clarifications, responses to queries, revisions, addendum and corrigendum, associated Prime Services Agreement (PSA)/ MSA/ SLA also included. Any deduction by Customer from RailTel payments on account of SLA/Penalty/LD breach which is attributable to Partner and will be passed on to the Partner proportionately based on its scope of work.

❖ **Duration of the Contract Period**

The contract shall remain in force for a minimum period of 5 years from the Go-Live date. After 5 years, RailTel may extend the agreement as per its end customers requirements and performance.

Note:

- Depending on RailTel's business strategy RailTel may choose to work with Partner who is most likely to support in submitting a winning bid
- All Documents and requirements like EMD, Tender Fees, PBG, Contract Agreement to be shared/executed Back-to-Back as per the end customer RFP/Tender with **Tender No.: SCADL_RFP_25-26_04**. In case of any discrepancy or ambiguity in any clause /specification pertaining to scope of work area, the RFP released by end customer organization shall supersede and will be considered sacrosanct. (All associated clarifications, response to queries, revisions, addendum and corrigendum, associated prime service agreement (PSA)/ MSA/ SLA also included.)
- All clauses such as cost involved, payment term, validity, lock in period, etc. will be back-to-back as per customer tender
- All required MAFs and other OEM related documents along with end customer consortium partner related documents like Integrity pact, Manpower CVs, etc. which are mandatory in RailTel's end customer tender is to be arranged by Selected Bidders before RailTel's submission of Bid in end customer tender.

Annexure 1: COVERING LETTER

(To be submitted by sole Bidder on Letter head)

EoI Reference No: _____ Date: _____

To
RailTel Corporation of India Ltd
15th Floor, GIFT Tower-1, Road-5,
Zone-5C, GIFT City,
Gandhinagar, Gujarat-382355

Dear Sir,
SUB: Participation in the EoI process

Having examined the Invitation for EoI document bearing the reference number ____ Dt. ____ released by your esteemed organization, we, undersigned, hereby acknowledge the receipt of the same and offer to participate in conformity with the said Invitation for EoI document.

If our application is accepted, we undertake to abide by all the terms and conditions contained in the EoI document and those contained in the Tender Document of End Customer.

We hereby declare that all the information and supporting documents furnished as a part of our response to the said Invitation for EoI document, are true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us, our EoI is liable to be rejected.

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

Authorized Signatory Name:

Designation:

Contact No:

E-Mail Address:

Signature:

Seal of the Organization:

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Annexure 2: Self-Certificate & Undertaking

(To be submitted by sole Bidder on Letter Head)

EoI Reference No: _____ Date: _____

To
RailTel Corporation of India Ltd
15th Floor, GIFT Tower-1, Road-5,
Zone-5C, GIFT City,
Gandhinagar, Gujarat-382355
Dear Sir,

Sub: Self Certificate for Tender, Technical, Commercial & other compliances

1. Having examined the technical specifications mentioned in this EOI & end customer tender, we hereby confirm that we meet all specification.
2. We agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted (except pricing, termination & risk purchase rights of the RailTel). We understand and agree that RailTel shall release the payment to selected sole partner/lead partner after the receipt of corresponding payment from end customer by RailTel. Further we understand that in case selected sole bidder fails to execute assigned portion of work, then the same shall be executed by RailTel through third party or departmentally at the risk and cost of selected sole partner bidder.
3. We agree to abide by all the technical, commercial & financial conditions of the end customer's RFP for the agreed scope of work for which this EOI is submitted.
4. We hereby agree to comply with all OEM technical & financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP. We are hereby enclosing the arrangement of OEMs against each of the BOQ item quoted as mentioned end customer's RFP. We also undertake to submit MAF, and other documents required in the end Customer organization tender in favor of RailTel against the proposed products.
5. We hereby certify that any services, equipment and materials to be supplied are produced in eligible source countries complying with OM/F. No. 6/18/2019 dated 23rd July 2020 issued by DoE, MoF.
6. We hereby undertake to work with RailTel as per end customer's RFP terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Criteria as required in the end customer's RFP terms and conditions like technical certificates, OEM compliance documents.
7. We understand and agree that RailTel is intending to select a sole bidder who is willing to accept all terms & conditions of end customer organization's RFP for the agreed scope of work. RailTel will strategies to retain scope of work where RailTel has competence.

8. We hereby agree to submit that in case of being selected by RailTel as sole bidder for the proposed project (for which EOI is submitted), we will submit all the forms, appendix, relevant documents etc. to RailTel that is required and desired by end Customer well before the bid submission date by end customer and as and when required.
9. We hereby undertake to sign Pre-Bid Agreement, Pre-Contract Integrity Pact and Non-Disclosure Agreement with RailTel on a non-judicial stamp paper of applicable value in the prescribed Format.
10. We undertake that we will not submit directly or indirectly our bids and techno-commercial solution/association with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to end customer organization by RailTel)

Authorized Signatory Name:

Designation:

Signature:

Seal of the Organization:



Annexure 3: Undertaking for not being Blacklisted/Debarred
(To be submitted by sole bidder on Letter Head)

EoI Reference No: _____ Date: _____

To
RailTel Corporation of India Ltd
15th Floor, GIFT Tower-1, Road-5,
Zone-5C, GIFT City,
Gandhinagar, Gujarat-382355

Dear Sir,

Subject: Undertaking for not being Blacklisted/Debarred

We, <Company Name>, having its registered office at <Address> hereby declare that the Company has not been blacklisted/debarred by any Governmental/ Non-Governmental organization in India for past 3 Years as on bid submission date.

Authorized Signatory Name:

Designation:

Signature:

Seal of the Organization:

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Annexure 4: Format of Affidavit

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY SOLE PARTNER ALONGWITH THE EOI DOCUMENTS

(To be executed in presence of public notary on non-judicial stamp paper of the value of applicable value. 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. _____ Dt. _____ of (RailTel Corporation of India Ltd), 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 ADVOCATE

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.**

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Annexure 5: Draft Non-Disclosure Agreement

(To be submitted on a Stamp Paper)

This Non-Disclosure Agreement (“Non-Disc”) is made and entered into _____ day of _____ month _____ year (effective date) by and between _____ (“Department”) and _____ (“Company”). Whereas, Department and Company have entered into an Agreement (“Agreement”) _____ effective _____ for _____ and

Whereas, each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, (“CONFIDENTIAL INFORMATION”).

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. Definitions. As used herein:

- a. The term “Confidential Information” shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer and prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party’s data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the Department’s information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.
- b. The term, “Department” shall include the officers, employees, agents, consultants, contractors and representatives of Department.
- c. The term, “Company” shall include the directors, officers, employees, agents, consultants, contractors and representatives of Company, including its applicable affiliates and subsidiary companies.

2. Protection of Confidential Information: With respect to any Confidential Information disclosed to it or to which it has access, Company affirms that it shall:

- a. Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;

- b. Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information than the parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients;
 - c. Not to make or retain copy of any commercial or marketing plans, citizen/users/persons/customers database, Bids developed by or originating from Department or any of the prospective clients of Department except as necessary, under prior written intimation from Department, in connection with the Project, and ensure that any such copy is immediately returned to Department even without express demand from Department to do so;
 - d. Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
 - e. Return to the other party, or destroy, at Department's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party therefore.
 - f. Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between Department and Company or the nature of services to be provided by the Company to the Department.
3. **Onus.** Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.
4. **Exceptions.** These restrictions as enumerated in section 1 of this Agreement shall not apply to any Confidential Information:
- a. Which is independently developed by Company or lawfully received from another source free of restriction and without breach of this Agreement; or
 - b. After it has become generally available to the public without breach of this Agreement by Company; or
 - c. Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party's possession; or
 - d. Which Department agrees in writing is free of such restrictions.
 - e. Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;

- 5. Remedies.** Company acknowledges that
- (a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to Department;
 - (b) Company affirms that damages from such disclosure or use by it may be impossible to measure accurately; and
 - (c) injury sustained by Department may be impossible to calculate and remedy fully. Therefore, Company acknowledges that in the event of such a breach, Department shall be entitled to specific performance by Company of Company's obligations contained in this Agreement. In addition, Company shall indemnify Department of the actual and liquidated damages which may be demanded by Department. Moreover, Department shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.
- 6. Need to Know.** Company shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.
- 7. Intellectual Property Rights Protection.** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
- 8. No Conflict.** The parties represent and warrant that the performance of its obligations hereunder does not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
- 9. Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
- 10. Dispute Resolution.** If any difference or dispute arises between the Department and the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred appropriately to RailTel/ stakeholders/ partners/ patrons
- a. The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration and Conciliation Act, 1996 and amendments thereof.
 - b. The place of arbitration shall be Mumbai.
 - c. The arbitrator's award shall be substantiated in writing and binding on the parties.
 - d. The proceedings of arbitration shall be conducted in English language.
 - e. The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.
- 11. Governing Law.** This Agreement shall be interpreted in accordance with and governed by

the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at Mumbai, India only.

- 12. Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.
- 13. Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
- 14. Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 15. Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
- 16. Waiver.** If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
- 17. Survival.** Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.
- 18. Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years Company shall not solicit or attempt to solicit Department's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to Department with any employee and/or consultant of the Department who has knowledge of the Confidential Information, without the prior written consent of Department. This section will survive irrespective of the fact whether there exists a commercial relationship between Company and Department.
- 19. Term.** Subject to aforesaid section 17, this Agreement shall remain valid up to ____ years from the "effective date".

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For Department

Name:

Title:

WITNESSES:

1. _____

2. _____

For Company

Name:

Title:

WITNESSES:

1. _____

2. _____

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Annexure 6: Complete EoI Examination & Nil Deviation Certificate

(To be submitted by Bidder)

To
RailTel Corporation of India Ltd
15th Floor, GIFT Tower-1, Road-5,
Zone-5C, GIFT City,
Gandhinagar, Gujarat-382355

Sub: Complete EoI Examination & Nil Deviation Certificate

Ref: EoI Number: _____ **Dated:** _____

Dear Sir,

We <Bidder Name> having completely examined the referred EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI, conclude that we have understood the Terms & Conditions of the EoI and its subsequent addendums & corrigendum (if any) and any other documents/its addendums/corrigendum referred in this EoI. We declare that we have sought all clarifications for the same from RailTel or its end customer for anything contained in this EoI & any other documents/its addendums/ corrigendum referred in this EoI and have been satisfied with the clarifications to the fullest extent and there are no terms, clauses, conditions, etc which are ambiguous.

We also declare that there is no deviation from adhering to anything that is contained in this EoI and any other documents/its addendums/corrigendum referred in this EoI and that any deviation later raised by us shall lead to forfeiture of the Bid/Contract at complete discretion of RailTel.

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone and Fax :

E-mail address :

Annexure 7: Back-to-Back Compliance Certificate

(To be submitted by Bidder)

To
RailTel Corporation of India Ltd
15th Floor, GIFT Tower-1, Road-5,
Zone-5C, GIFT City,
Gandhinagar, Gujarat-382355

Sub: Complete back-to-back Compliance Certificate

Ref: 1) EoI Number: _____ Dated: _____
2) Tender Reference No-. _____ and all of its
addendums/ corrigendum's & published documents

Dear Sir,

Considering reference 1 & 2 we would like to declare that we have read and understood the EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI thoroughly. We would like to give you our back-to-back compliance for all the tender terms and conditions, clauses, timelines, deliverables and anything explicitly mentioned in the EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI.

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone and Fax :
E-mail address :

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Annexure 8: Performance Bank Guarantee Format

(For a sum of percentage of the value of the contract as per RailTel's end customer RFP/tender)
(Stamp Duty to be confirmed by RailTel in co-ordination with RailTel's Legal Department)
(Final Draft to be confirmed by RailTel Legal before BG issuance)

To
RailTel Corporation of India Ltd
15th Floor, GIFT Tower-1, Road-5,
Zone-5C, GIFT City,
Gandhinagar, Gujarat-382355

WHEREAS:

_____ name and address of Applicant] (hereinafter called "the Applicant") and RailTel (the "Authority") have entered into an agreement (the "Agreement") for tender No. **Selection of Implementation Agency for SITC, Operation, and Maintenance of Surveillance System in Ahmedabad City Safe and Secure Ahmedabad (SASA II) (RFP No: SCADL_RFP_25-26_04)**, subject to and in accordance with the provisions of the Agreement.

(A) The Agreement requires the Applicant to furnish a Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the {Implementation Period/ Defects Liability Period and Maintenance Period} (as defined in the Agreement) in a sum of Rs ***** Cr.

(B) We, Through our branch at (The "Bank") have agreed to furnish this bank guarantee (hereinafter called the "Guarantee") by way of Performance Security. NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Applicant obligations during the {Implementation period /Defects Liability Period and maintenance period} under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Applicant, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an officer not below the rank of General Manager in RailTel that the Applicant has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Applicant is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Applicant is in default shall be final and binding on the Bank, notwithstanding any difference between the Authority and the Applicant, or any dispute between them pending before any court, tribunal, arbitrators or any other Authority or body, or by the discharge of the Applicant for any reason whatsoever.
3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Applicant and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Applicant before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Applicant contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Applicant, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Applicant or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Applicant under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the guaranteed amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

The Guarantee shall cease to be in force and effect on ****\$ unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.

8. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
9. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
10. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this day of 20..... at SIGNED, SEALED AND DELIVERED For and on behalf of the Bank by:
(Signature) (Name) (Designation) (Code Number) (Address)

NOTES:

- a. The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- b. The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch

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Annexure 9: Price Bid Format
**(Back-to-Back as per end customer RFP/Tender referred, including all its amendments/
corrigendum/ clarifications)**



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