

# **NOTICE INVITING EXPRESSION OF INTEREST (EOI)**

**EOI NO.: RCIL/NR/TM/JP/EOI/GoR/RCSE/2025-26 DATED 22-Nov-2025**

**Expression of Interest (EOI)  
for onboarding of Partner from Empaneled Business Associate for providing Aadhar  
Enrolment & Updation services in the Rajasthan State on revenue sharing model**

Issued by:



**RailTel Corporation of India Ltd**  
*(A Nav-Ratna PSU under Ministry of Railways)*

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

### **Disclaimer**

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

While the RailTel has taken due care in the preparation of information contained 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 may require 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 the cost of any type will be paid to persons or entities submitting the EOI.

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## EOI NOTICE

**EOI NO.: RCIL/NR/TM/JP/EOI/GoR/RCSE/2025-26**

**DATED 22-Nov-2025**

RailTel Corporation of India Ltd., (here after referred to as “RailTel”) invites Expression of Interest (EOI) for onboarding of Partner from Empaneled Business Associate for providing Aadhar Enrolment & Updation services in the Rajasthan State on revenue sharing model

### SCHEDULE OF EVENTS

1	Date of EOI Floating	22-11-2025
2	Last date for submission of Bids against EOI	25-11-2025 at 15:00 Hours
3	Opening of Bids received against EOI	25-11-2025 at 15:30 Hours
4	Number of copies to be submitted	One
5	EOI document cost inclusive tax (non-refundable)	NIL
6	EOI processing fee inclusive tax (non-refundable)	Rs. 8,850/-
7	Estimated amount of EOI	Rs. 29,19,60,000/-
8	EMD for Pre-Bid Arrangement	Token EOI EMD for an amount of Rs. 5,00,000/- (Rs. Five Lakhs only) along with the EOI. Final Balance EMD (to be submitted by selected bidder): Rs. 1,57,20,000/-after selection of BA in given timelines by RailTel
9	Bid Submission Mode	Online on <a href="https://railtel.enivida.com">https://railtel.enivida.com</a>

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

The EMD should be in the favor of RailTel Corporation of India Limited payable at Delhi through online bank transfer. Partner needs to share the online payment transfer details like UTR No. date and Bank along with the proposal.

RailTel Bank Details for Submission of EMD/ PBG: Union Bank of India, Account no. 307801010917906, IFSC Code: UBIN0530786. Demand Draft should be submitted in favor of RailTel Corporation of India Limited payable at New Delhi.

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

#### **Contact Details for this EOI:**

S.S Jeph, JGM/Jaipur

Email: [ssjeph@railtelindia.com](mailto:ssjeph@railtelindia.com) | Contact No.: +91-9001044112

Shanker Lal Kumawat

AGM, Bikaner

Email: [shankerk@railtelindia.com](mailto:shankerk@railtelindia.com) | Contact No.: 9717644165

Pramod  
AGM, Finance NR  
Email: [capramod@railtelindia.com](mailto:capramod@railtelindia.com) | Contact No.: 7044821123

Note:

1. This is **an exclusive revenue-sharing arrangement with empaneled business associate of RailTel on an “exclusive” basis for providing services to the end customer.** Selected partner will not associate with any other organization once selected for this work.
2. The EOI response is invited from eligible **Empaneled Partners of RailTel only.**
3. All the documents must be submitted with proper indexing and page no.
4. **Transfer and Sub-letting:** The Business Associate has no right to give, bargain, sell, assign or sublet or otherwise dispose-off the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
5. All terms and conditions including SLA/Payment/Penalties will be applicable back-to-back to the bidder.

## **1. About RailTel**

RailTel, a "Navratna" Central Public Sector Enterprise is an ICT provider and one of the largest neutral telecom infrastructure providers in the country owning a Pan-India optic fiber network. The OFC network covers important towns & cities of the country and several rural areas.

RailTel was incorporated on September 26, 2000 with the aim of modernizing the existing telecom system for train control, operation, and safety and to generate additional revenues by creating nationwide broadband and multimedia network, laying optical fiber cable using the right of way along railway tracks. Presently, the optic fiber network of RailTel covers over 61000+ route kilometers and covers 6108+ railway stations across India. Our citywide access across the country is 21000+ kms.

RailTel's various operations are certified for, ISO 27001:2022-Certified for Information Security Management System, ISO 20000-1:2018 Certified for Information Technology Service Management System, ISO 9001:2015 Certified for Quality Management System, ISO 27017:2015 Certified for Information Security for Cloud Services, ISO 27018:2019 Certified for Data Privacy in Cloud Service, ISO 27033 Certified for Network Security, ISO 14001:2015 certified for Environmental Management System Standard, CMMI Maturity Level-4 Certified for Process Improvement. The RailTel's Data Centers are Tier-III (Design & Facility) certified.

RailTel has a strategic relationship with the Indian Railways and it undertakes a wide variety of projects including provision of mission critical connectivity services like IP based video surveillance system at stations, 'e-Office' services and implementing short haul connectivity between stations and long haul connectivity to support various organizations within the Indian Railways. RailTel also provide various passenger services including content on demand services and Wi-Fi across major railway stations in India.

RailTel believes that their experience and expertise in handling and undertaking telecom and ICT projects, has led them to be selected for implementation of various mission-mode projects for the Government of India including rolling out the National Knowledge Network, Bharat Net (formerly, the National Optical Fiber Network) and USOF funded optical fiber-based connectivity project in North East India.

## **2. Project Introduction**

The Government of India (GoI) has embarked upon an ambitious initiative to provide a Unique Identification (UID) to every resident of India and has constituted the Unique Identification Authority of India (UIDAI) for this purpose. The timing of this initiative coincides with the increased focus of the GoI on social inclusion and development through massive investments in various social sector programs, and transformation in public services delivery through e-Governance programs. The UID/ Aadhaar has been envisioned as a means for residents to easily and effectively establish their identity, to any agency, anywhere in the country, without having to repeatedly produce identity documentation to agencies. More details on the UIDAI and the strategy overview can be found on the website: <http://www.uidai.gov.in>

In this context, School Education Department as designated UID Registrar Rajasthan appointed RailTel Corporation of India Limited as service provider for Aadhaar Enrolment & Updation in Rajasthan State.

RailTel invites Expression of Interest from all Business Associate's meeting or exceeding all minimum Qualification criteria specified in this EoI for supply of manpower to carry out various functions and activities related with Aadhaar enrolment of Students and other Communities through enrolment centers in CBEO's of Rajasthan, undertaking collection of demographic and biometric data for Aadhaar enrolment as per scope of work and other related services in this regard for the effective implementation of their projects

### **3. Scope of Work & Partner Selection**

#### **Scope of Work**

With the implementation of this project, the RCSCE intends to provide vide Operational Services of Mandatory Aadhaar Enrollment and updation at 295 Chief Block Education Offices (presently 474 AEK at blocks) periphery in Rajasthan. It is required to perform this work is defined as under:-

- To provide Aadhaar Enrollment facility to Government School students on priority basis, if time and resources permits, as per guidelines of GoI and UIDAI for 5 year from the date of agreement between RCSE & RailTel or any further extension given by RCSE regarding implementation services will be made available as per the installed Aadhaar Enrollment Kit.
- To supply and manage the implementation services for entire system as per technical requirements.
- To support the department in maintaining the hardware and accessories at the designated locations.
- Since majority of these locations are scattered and in far-flung areas, the selected BA of Railtel will be responsible to use the Aadhaar Enrollment Kit setup as contract period, for providing Aadhaar Enrollment facility to the students at CBEO's Offices.
- Expert qualified operator will be provided by Selected BA of RailTel for operation of Aadhaar Enrollment Kit & technical support. Qualification of Operator will be as per UIDAI & RCSCE directions and norms.
- The payment will be managed by the RCSCE through SPD, RCSCE and no fee or any amount shall be charged from the school students.
- Geo Tagging of all AEK kit with CBEO's Office AND movement to Schools with written permission of CBEO.
- Approx. 36.44 Lakhs or more (as per details given by RCSCE or during the camp at school location whichever is higher) Aadhaar enrollment and updating work should be carried out.

#### **Functional scope:**

- The functional scope of this engagement shall include all the steps from enrolment planning and pre-enrolment activities in consultation with designated Nodal Officers/CBEOs of School Education Department Rajasthan, training and certification of enrolment staff, demographic and biometric data capture, data packet upload, document handling, providing MIS reports as per requirements of Registrar/UIDAI.
- The Selected BA of RailTel will be bound towards Registrar (Department of school education, Rajasthan) for movement and installing enrolment kits in Special camps, enrolment of bed-ridden as and when required. As per requirement of CBEO.
- The Selected BA of RailTel will have to submit a Proper MIS report/ Inventory of AEKs to CBEO or Registrar.
- The Selected BA of RailTel will adhere to all the guidelines, instructions, procedure and norms specified by UIDAI from time to time within the cost of contract awarded. Siblings of students/children can also be enrolled on the machines during camping in the schools/CBEO office.
- Enrolment planning and pre-enrolment activities in consultation with designated Nodal Officers/ CBEOs of School Education Department Rajasthan.
- Training and certification of enrolment staff.
- Demographic and biometric data capture, data packet upload and document handling.
- MIS reports.
- Organizing special camps on public holidays under CBEO supervision.
- Coordination with CBEO for monthly progress.

- Handing over the AEK on daily basis at CBEO office or as directed.
- Ensure minimum 500 Aadhar enrolment and updation work per month per AEK kit.

**Timelines:** The engagement is valid for the period of 5 Years from the date of MoU/Agreement between RailTel & RCScE or extension as per RCScE ( It will be on back to back basis as per Agreement between RailTel & RCScE)

**Reporting on issue:**

- To share complete information (Name, Contact No, Email ID and Address) of operators.
- To track the incident and to ensure the resolution at the earliest
- Dedicated helpdesk during normal business hours i.e. 10.00 AM to 6.00 PM

**Geographical Scope:**

- The geographical scope of work for enrolment operations shall include the areas as specified in schedule and the target population for respective geographical location/areas to be catered.
- The detailed role and responsibilities have been specified in the document entitled 'RailTel 'Enrolment agencies' Role and Responsibilities (available on UIDAI website).
- To provide Aadhar enrollment facility to government school student on priority basis if time and resources permits include other community but subject to approval of competent authority as per guideline of GoI and UIDAI.
- Centralize management software login will be share by RailTel to state office, district office and block office.

**Role and responsibility of Selected BA of RailTel**

1. Will provide Aadhaar enrollment facility to government school students on priority basis, if time and resources permits, as per guidelines of GOI and UIDAI, for a period of a year from the date of agreement regarding implementation services will be made available as per the installed Aadhaar Enrollment Kit.
2. Establishment of Centralized Management software to streamline and centralize the management of multiple Aadhaar centers, ensuring uniformity in operations, compliance and security.  
Key features: -
  - a) Admin access to dept. designated authorities,
  - b) Access to District and block level officer for monitoring
  - b) Inventory management
  - c) Compliance monitoring
  - d) Data management
  - e) Remote management
  - f) MIS reports
3. Establishment of dedicated helpdesk at RCScE HQ Jaipur to provide prompt and efficient support to center operators and address issues related to Aadhaar enrolment and updates.  
Key features: -
  - a) Help desk with Toll-free number (during working hours)
  - b) Multi-level support
  - c) Escalation matrix
  - d) Ticketing system
  - e) Knowledge base
  - f) Training and updates
4. Deployment of Manpower:
  - a) Dedicated Project manager with minimum 2 technical manpowers at RCScE HQ Jaipur
  - b) Dedicated District coordinators (district level)
  - c) AEK operators (per AEK machine one operator at block level)
5. Event awareness camp shall be organized at CBEO office or as per plan by CBEO.
6. Disseminate and display IEC material at school level (if provided).



7. Expert qualified operator will be provided for operation of Aadhaar enrollment kit & technical support. AEK kit will be maintain by RailTel.
8. All type of training (Induction and On-Job or regular) of manpower will be the responsibility of our organization.
9. In case of camp mode, conveyance charge for the travelling of Kits, school to school (as per scheduled route chart)in the periphery of concerned office will be borne by Selected BA of RailTel. Monthly or Weekly Route Chart and schedule will be finalized by the CBEO.
10. Aadhaar enabled kits will be operated within the allocated premises.
11. Since majority of these locations are scattered and in far-flung areas, we will responsibly use the Aadhaar Enrollment Kit setup as stipulated as per UID guidelines during the agreement period, for providing Aadhaar Enrollment facility to the students/community in periphery area of designated Offices.
12. E-print/ Card print shall be provided free of cost to student.
13. Aadhaar update and enrolment slip will be given to the enrolled resident/ student/beneficiary.
14. Selected BA of RailTel will submit monthly MIS reports to RCScE.
15. To ensure Timely uploading of enrolment packets on CIDR.
16. Handing over the AEK on daily basis at CBEO office or as directed.
17. Security of AEK kits are responsibilities of Selected BA of RailTel.
18. Latest Role and Responsibilities as an 'Enrolment Agency' available on UIDAI website.

#### **Timeline for Aadhaar Enrolment and updation work:**

Selected Partner shall start Aadhaar Enrolment and updation work at all 474 locations within 1 month from the date of Agreement between RailTel and RCScE or as per the RCScE direction.

#### **General Terms & Conditions of RCScE**

All general terms and conditions between RailTel & RCScE applicable for the Selected BA of Railtel on back to back basis.

**Important Instruction:** The Law relating to procurement “The Rajasthan Transparency in Public Procurement Act, 2012” [hereinafter called the RTPPP Act] and the “Rajasthan Transparency Public Procurement Rules, 2013” [hereinafter called the RTPPP Rules] under the said Act have come into force are applicable on this procurement available on the website of State Public Procurement Portal <https://sppp.rajasthan.gov.in>. If there is any discrepancy between the provisions of the Act and Rules and these Term of Reference the provisions of the Act and Rules shall prevail.

#### **Definitions:**

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

- a. **“Contract”** means the contract entered into between the RailTel and the Selected BA of RailTel (referred to as a **"Party"** and collectively as the **"Parties"**),
- b. **“Contract Price”** means the total amount payable to Selected BA of RailTel as specified in the estimated project expenses table Section V (1) of this Terms of Reference, subject to such addition and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- c. **“Day”** means a calendar day.
- d. **“Contract Documents”** means the documents listed in the agreement, including any amendments thereto.
- e. **“Delivery”** means the transfer of the Goods and Services from the Selected BA of RailTel to RCScE in accordance with the terms and conditions set forth in the Contract.
- f. **“Completion”** means the fulfilment of the related services by Selected BA of RailTel in accordance with the terms and conditions set forth in the contract.

- g. **“Supplier”** means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the RCScE and is named as such in the Agreement, and includes the legal successors. Here supplier means RailTel.

**Interpretation:**

- a) If the context so requires it, singular means plural and vice versa.
- b) Entire Agreement: The Contract constitutes the entire agreement between the Selected BA of RailTel and the RailTel, annexures, if any, and supersedes all communications, negotiations and agreements (whether written or oral) of Parties with respect thereto made prior to the date of the Contract.
- c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each Party thereto.
- d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay or indulgence by either Party in enforcing any of the terms and conditions of the Contract or the granting of time by either Party to the other shall prejudice, affect, or restrict the rights of that Party under the Contract, neither shall any waiver by either Party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- e) Any waiver of a Party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the Party granting such waiver, and must specify the right and the extent to which it is being waived.
- f) Severability: If any provision or condition of the Contract is prohibited rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**Language:**

- a) The Contract as well as all correspondence and documents relating to the Contract, shall be written in English language only. Supporting documents and printed literature that may be part of the Contract may be in another language, provided, they are accompanied by an accurate translation of the relevant part in English.

**Notices:**

- a) Any formal notice to be given in connection with this EOI shall be in writing and communicated via email, special delivery or registered post to the address of BA.

**Contract Price:**

- a) The Contract Price shall be paid as specified in the Contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- b) Prices charged by the Selected BA of RailTel for the services performed under the Contract shall not vary from the prices quoted & negotiated by the Selected BA of RailTel

**c) Taxes & Duties :**

- a) The TDS, etc., if applicable, shall be deducted at source/ paid by RCScE/RailTel as per prevailing rates. All other taxes, GST, duties, license fee and levies shall be included in the Contract Price.
- b) Applicable on recurring cost only
  - If rate of taxes increase or decrease shall be adjusted.
  - If new tax impose during the Contract period shall be borne by the department.

Back to Back Basis

**Execution of Agreement:**

Agreement shall be executed on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

**Operation & Maintenance:**

- The Selected BA of RailTel shall provide operations and maintenance services for the AEK Machine. The services will ensure the continuous and efficient functioning of the software in alignment with the agreed standards and requirements.

**Limitation of Liability:**

Except in cases of gross negligence or wilful misconduct: -

- Neither Party shall be liable to the other Party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the RailTel to pay liquidated damages to the RCScE/RailTel; and
- The aggregate liability of the Selected BA of RailTel to the RCScE/RailTel, whether under the Contract, in tort, or otherwise, shall not exceed the Contract Price specified in this Contract.

**Change in Laws & Regulations:**

Unless otherwise specified in the Contract, if any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Rajasthan/ India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Contract Price, then such Contract Price shall be correspondingly increased or decreased, to the extent that the RailTel has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

**Force Majeure:**

If during the period of the Contract, 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 15 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 period of the Contract shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.

**Termination**

**Termination for Default:**

The competent authority of RailTel may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 25 days sent to Selected BA, terminate the contract in whole or in part:

- a. If the Selected BA of RailTel fails to deliver any or all of the services mentioned in Scope of Work herein within the time period specified, or any extension thereof granted by RCScE/RailTel; or
- b. If the Selected BA of RailTel fails to perform any other obligation under the Contract within the specified timeline; or
- c. If the Selected BA of RailTel in the judgment of the RCScE/RailTel has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.
- d. If Selected BA of RailTel commits breach of any condition of the Contract.
- e. If RCScE/RailTel terminates the Contract in whole or in part.
- f. Amount applicable as per performance security declaration may be forfeited.
- g. Before cancelling the Contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

**Termination for Insolvency:**

RailTel may at any time terminate the Contract by giving a written Notice of at least 25 days to the Selected BA if the Selected BA becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to Selected BA, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to RailTel.

**Termination for Convenience/ Foreclosure:**

- RailTel, by a written Notice of at least 25 days sent to the BA, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the RailTel convenience, the extent to which performance of the BA under the Contract is terminated, and the date upon which such termination becomes effective.
- Depending on merits of the case the BA may be appropriately compensated on mutually agreed terms for the loss incurred by the Contract if any due to such termination.

**Confidentiality:**

Neither Party may use, disclose or make the other party's confidential information available to any third party unless such use or disclosure is done as per the terms of this Contract.

Each Party must hold the other party's confidential information secure and in confidence, except to the extent that such confidential information:

- Is required to be disclosed according to the requirements of any law, judicial or legislative body or government agency; or
- Was approved for release in writing by the other Party, but only to the extent of and subject to such conditions as may be imposed in such written authorization.
- Is already under public domain

**Liquidated Damages (LD) Clause:**

- The recovery shall be made on the basis of following percentages of the value of Services which the Selected BA has failed to start Adhaar enrolment work:

S. No.	Condition	LD %*
a	Delay up to one-fourth period of the prescribed onboard operation and start Adhaar generation and updating timeline	2.5 %
b	Delay exceeding one fourth period of the prescribed onboard operation and start Adhaar generation and updating timeline	5.0 %
c	Delay exceeding half but not exceeding three fourth of the prescribed onboard operation and start Adhaar generation and updating timeline	7.5 %

d	Delay exceeding three fourth of the prescribed onboard operation and start Adhaar generation and updating timeline	10.0 %
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a) of 0.5% of contract value per week (7 Days) or part thereof subject to maximum of 10%

Note -

- i. Fraction of a day in reckoning period of delay in supplies/warranty services shall be eliminated if it is less than half a day.
- ii. The maximum amount of liquidate damages shall be 10%.
- iii. If supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion supply.
- iv. Delivery period may be extended with or without liquidated damages if the delay in the supply of services in on account of hindrances beyond the control of supplier.
- v. Or as per condition of RCSSE on the back to back basis.

Failure to deliver services on operational part of Scope of Work: -

- Selected BA should ensure deployment of manpower as per qualification prescribed in this ToR document.
- Selected BA should also ensure and monitor operational and maintenance services of manpower for satisfactory and smooth functioning of Centralize management software.

#### **Grievance Redressal Ticketing System and penalties:**

Selected BA will deployed a grievance redressal ticketing system which shall have a structured approach to handle and resolving complaints raised by the end users. Monitoring user has to provide for the department's State/ District Level officers.

- **Submission of Grievance:** This shall be done through various channels such as an online form, email, phone call, or even in-person at designated service points.
- **Ticket Generation:** Upon receiving a grievance, a ticket shall be generated in the system. The ticket will contain details of the grievance including the nature of the shall be sue, contact information of the complainant, and any supporting documents or evidence provided.
- **Assignment and Tracking:** The ticket shall be then assigned to the appropriate department or individual responsible for addressing the grievance. Each ticket shall be typically assigned a unique identifier for tracking purposes.
- **Investigation and Resolution:** The assigned personnel or team investigates the grievance thoroughly. This shall involve gathering additional information, consulting relevant parties, or conducting an internal review.
- **Communication:** Throughout the process, regular updates are provided to the complainant regarding the status of their grievance. This shall ensure transparency and keeps the complainant informed about the progress towards resolution.
- **Resolution:** Once the grievance will be resolved, the details of the resolution are communicated to the complainant.
- **Feedback and Closure:** After resolution, feedback may be sought from the complainant to assess their satisfaction with how the grievance has been handled. The ticket shall be then marked as closed in the system.

Implementing a ticketing system by Selected BA can significantly enhance client's satisfaction and improve internal communication and demonstrate organizational commitment to addressing concerns promptly and effectively.

**Penalties:**

S. No	Measurement Parameter	Service Level	Penalty
A	Time to acknowledge complaint	Within 2 Days of lodging the complaint	Penalty as per Latest UIDAI guidelines.
		5 Days of lodging the complaint	Penalty as per Latest UIDAI guidelines.
B	Time to resolve the issue after acknowledge	Within 5 Days of acknowledging the complaint	Penalty as per Latest UIDAI guidelines.
		After 5 Days of acknowledging the complaint	Penalty as per Latest UIDAI guidelines.

If the value of penalty reaches 10% of the applicable payment in any quarter NOTICE shall be issued. If two such notices are issued during a year for any item or if Agreeing authority feels that performance of supplier is not as per requirement, then Agreeing authority may terminate the contract.

**Service Levels and Penalties:**

The following service levels shall be applicable for the entire duration of the project:

Sr. No	Performance Indicator	Service Level Metrics	Penalty on breach of service level (imposed monthly)
1	No. of stations live during period of enrolment	Service Providers are expected to establish live stations as agreed with Registrar during enrolment period. Monthly schedule will be agreed between Registrar and Service Provider	Penalty as per Latest UIDAI guidelines.(penalties imposes on back to back basis)
2	Data Transfer to the CIDR/ Registrar / agency nominated by Registrar (excluding the data related to residents getting enrolled through Introducers)	3 days from the date of enrolment or as per the UIDAI guidelines whichever is less.	Penalty as per Latest UIDAI guidelines. (penalties imposes on back to back basis)
3	Data Packets rejected/hold by CIDR due to enrolment through unregistered stations, operators, supervisors and introducers	Service Providers are expected to carry enrolment through registered stations, operators, supervisors and Introducers	Penalty as per Latest UIDAI guidelines. (penalties imposes on back to back basis)
4	Data Quality - Error in demographic Information a) Incorrect Gender - Gender does not match photo/name b) Incorrect age - Age does not match photo c) Poor Quality Photograph/	Service Providers must ensure data accuracy	Penalty as per Latest UIDAI guidelines. (penalties imposes on back to back basis)

	<p>Incorrect photo</p> <ul style="list-style-type: none"> <li>• Full facial Photo is not clearly visible.</li> <li>• Multiple Photos - with different people in them.</li> <li>• Photo has shutdown/ face not clear/ blurred.</li> <li>• 'Noise" in the background</li> </ul> <p>d) Error in name &amp; address</p> <ul style="list-style-type: none"> <li>• Name spelled differently at different places.</li> </ul>		
5	<ul style="list-style-type: none"> <li>• Relationship and name of the relative not captured correctly.</li> <li>• Typographical error</li> <li>• Incomplete address</li> <li>• Error in name &amp; address transliteration</li> <li>• Discrepancy between English and local language data</li> <li>• Spellings Errors in transliterated information</li> <li>• Missing words</li> <li>• Incorrect demographic information</li> </ul> <p>-</p> <p>e) someone else's demographic information is recorded against the resident</p> <p>f) Forms against proof documents.</p> <p>g) Mismanagement of documents/ lost documents/ document not legible/ torn.</p> <p>h) Photo of photo in the enrolment.</p> <p>i) False reporting of biometric exception.</p> <p>j) Not capturing biometric exception photograph in the client as per UIDAI guidelines whenever there is biometric exception.</p> <p>k) Declining correction in the data within the given window of correction.</p> <p>Wrong verification of enrolment</p>		
6	Corrupt Practices - demanding money for enrolment or overcharging for Aadhaar related services etc.	Service provider must charge as per the approved rate card by UIDAI only	Penalty as per Latest UIDAI guidelines. (penalties imposes on back to back basis)

7	Carried out enrolment by bypassing the biometric capture / validation required by the operator before carrying out enrolment / update.	Service Providers must adhere to the procedures/ policies/ guidelines/ regulations of UIDAI and/or Govt, of India and/or Govt, of Rajasthan or Registrar UID, Rajasthan	Penalty as per Latest UIDAI guidelines. (penalties imposes on back to back basis)
8	Any other penalty imposed by UIDAI and/or Govt, of India and/or Govt, of Rajasthan or Registrar, UID, Rajasthan against enrolment done by the Service Providers due to any non-compliance of guidelines/ standards/ regulations etc.	Service Providers must adhere to the procedures/ policies/ guidelines/ regulations of UIDAI and/or Govt, of India and/or Govt, of Rajasthan or Registrar, UID, Rajasthan	Penalty as per Latest UIDAI guidelines. (penalties imposes on back to back basis)

The above service levels are only illustrative. Registrar reserves the right to decide any other service levels and the penalty to be imposed for the violation/non adherence to such other service levels. Further, in case of serious errors, the Registrar/ UIDAI may file criminal cases against the concerned operator and supervisor, especially in case an attempt to fraud is established.

#### **Penalties will be imposed on Back to Back Basis**

##### **Security:**

Security of data is a major concern. Service Provider is responsible to make sure that the data is kept in a very secure and confidential manner and under no circumstances, shall they neither use the data themselves nor part with the data to any other agency other than the UIDAI. Mechanisms to ensure the same have to be put in place by the Selected BA and shall be subject to audit by UIDAI/ Registrar/ their representative from time to time.

**Selected BA will not retain any data after submission to Registrar and CIDR. Any non-compliance of the same leading to loss, misuse, compromise of the data shall be dealt with strongly by the State Government and RailTel and may lead to criminal proceedings against the Selected BA and its staff.**

Selected BA shall send MIS for enrolment/ mandatory biometrics update and other services provided on the Aadhaar Enrolment kits provided to operators in field to Registrar UIDAI on a regular basis. The formats and contents of the MIS reports shall be decided by the UIDAI/ Registrar. The MIS report will be cross checked with the report provided by UIDAI Tech Centre. RailTel must give the Admin access to State Registrar for viewing the MIS reports on their portal. Non-compliance will lead to penalties which will be decided by the Registrar.

##### **Reporting on issue:**

The Selected BA needs to provide the contact numbers, email ID and addresses of at least 2 representatives. Any issue encountered with respect to any event mentioned as per the scope of work will be reported to the respective Service Provider representative by Pure taser or its officials via email or phone. It is the responsibility of Service Provider to track the incident and ensure resolution at the earliest. Once incident has been resolved, confirmation email needs to be sent back to the person who reported the issue originally with a copy to Purchaser.



**Manpower:**

The Selected BA shall provide sufficient manpower to ensure operationalizing of each enrolment station/Centre as per the guidelines prescribed by UIDAI and RCScE.

**Aadhar Operators:**

An Operator is engaged by the Selected BA to execute enrolment & updating at the AEK. To qualify for this role, person should satisfy the following criteria:

- i. The person should be of age 18 years (As per UIDAI) and above.
- ii. The person shall be minimum 10+2 pass.
- iii. The person should have a basic understanding of operating a computer and should be comfortable with local language keyboard and transliteration.
- iv. The person should preferably have prior experience of working in Aadhaar Enrolment program.
- v. The Person should have obtained certificate from a testing and certifying agency authorized by UIDAI.
- vi. The person should not have been blacklisted by UIDAI earlier while working as Operator or operator cum supervisor.

Before starting work as an Operator:

- The Person should have been enrolled for Aadhaar and his/her Aadhaar number should have been generated.
- The Person should have undergone training on the process of UID Enrolment and various equipment and devices used during Aadhaar enrolment Organizing this training is the responsibility of the Selected BA.
- The present mobile number of the operator is to be registered in Aadhaar Data.

**Minimum One Operator per kit is required to operate the AEK****District Coordinator /Supervisors (District Level)**

The IT Supervisor would have deployed for every districts to ensure smooth operations of the project. He must ensure that the latest Aadhaar Enrolment client/ Update software is installed, the behaviour of Operators at enrolment centre is courteous towards the students. IT Supervisor must make sure that all the "Operators" are also on-boarded at the stations for local authentication. He shall also be responsible to collect IEC material for enrolment centre under his supervision from the State Registrar UID officer and ensure its display as per the specification. He will keep this material under his control and will take it from one centre to another as required.

**Project Manager:**

The Selected BA also need to designate a dedicated Project Manager level personnel for the project to be deputed at State HQ RCScE for liaison with Registrar, UIDAI (HQ, RO and/or Tech Centre etc.), Govt. Departments and Technical Personnel etc. The Project Manager will be responsible for coordination among all stakeholders, on boarding of Department, Operator on boarding and other project related work.

**Note:**

- No Operator/ Supervisor can be put on to project to enroll residents without being trained and certified as per the processes defined by UIDAI. All operators and Project Manager working on the UID project in Rajasthan need to have their Aadhaar number generated before they can do any enrolment activity in the State. The cost of Training & Certification will be borne by RailTel.
- The Service Provider shall not by any acts, deeds or otherwise, depose before any person/entity that the Service Provider is representing or acting as agent of Registrar (School Education Department Rajasthan) except to extent and purpose permitted herein. It must be clearly understood by the Service Provider that the persons employed by the Service Provider for

providing services as mentioned herein, shall be the employees of the Service Provider only and not of Registrar (School Education Department Rajasthan).

**Project Monitoring Committee (PMC):-**

PMC shall be formed soon after execution of agreement to monitor and evaluate performance of Agreement. Non satisfactory performance, non-completion of work as per scope of work and delayed delivery of services shall be liable to Penalty/ LD as proposed by the committee and approved by competent authority. The Committee will be constituted by RCScE that will include of ICT component, Technical member & Accounts member at RCScE.

**Termination of Contract:**

**Termination of Contract for default:** The RailTel without prejudice to any other remedy for breach of Contract, by a written notice of not less than 7 (Seven) days sent to the Selected BA may terminate the Contract/ blacklist in whole or in part for any of the following reasons:

- If the Selected BA fails to deliver and perform any or all the Services within the period(s) specified in the Contract, or within any extension thereof granted by the RailTel; or
- If the Selected BA fails to bid or respond for three consecutive bid given by the RailTel without assigning any satisfactory reason to RailTel in writing or on email; or
- If the Selected BA fails to perform any other obligation(s) under the contract; or
- Laxity in adherence to standards laid down by the RailTel; or
- Discrepancies/deviations in the agreed processes and/or Services; or
- Violations of terms and conditions stipulated in this TOR.

**Termination of contract for Convenience:** RailTel reserves the right to terminate, by prior written 25 days' notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for the RailTel convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

**Termination of contract for Insolvency, Dissolution, etc.:** RailTel may at any time terminate the Contract by a written notice of not less than 25 days to the RailTel, if the concerned "Selected BA" becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the "Selected BA" provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to RailTel.

In the event the RailTel terminates the Contract in whole or in part for the breaches attributable to the RailTel, the RailTel may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Selected BA shall be liable to the RailTel for any increase in cost for such similar Services. However, the Selected BA shall continue performance of the Contract to the extent not terminated.

If the contract is terminated under any termination clause, the Selected BA shall handover all documents/ executable/ RailTel data or any other relevant information to the RailTel in timely manner and in proper format as per scope of this TOR and shall also support the orderly transition to another vendor or to the RailTel.

During the transition, the Selected BA shall also support RailTel on technical queries/support on process implementation or in case of any provision for future upgrades.

The RailTel right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as deemed fit.

In the event of failure of the Selected BA to render the Services or in the event of termination of

agreement or expiry of term or otherwise, without prejudice to any other right, the RailTel at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the RailTel shall give prior notice to the existing Selected BA. The existing Selected BA shall continue to provide services as per the terms of contract until a 'New Service -Provider, completely takes over the work. During the transition phase, the existing Selected BA shall render all reasonable assistance to the new Service Provider within such period prescribed by the RailTel, at no extra cost, for ensuring smooth switch over and continuity of services. If existing Selected BA is in breach of this obligation, it shall be liable for paying a penalty of as provided in Penalty Section of this document, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee.

**All condition of RCSce will be applicable on Back to Back Basis**

**Exit Management:**

- The duration of Exit Management will normally be of 1 month from date of termination or one month prior to expiry of contract / work order. In case of providing services post termination or post expiry of the work order, the RailTel will pay for the services consumed during the exit management period.
- During the exit management period and for 30 days post expiry of the work order / contract, the Selected BA will not take action to stop the work as mentioned in this TOR as a result of the termination or expiry of contract / work order. In addition, during such period, the Selected BA will permit the RailTel or its nominated agency to assess the existing services being delivered as per TOR,
- During the exit management period, the Selected BA shall ensure supply of all services as per the work order/ TOR so that the business of the RailTel is not affected.
- The Selected BA shall provide all such information as may reasonably be necessary to affect as seamless a handover as practicable in the circumstances to RailTel/ replacement Agency and which the Selected BA has in its possession or control at any time during the exit management period.
- All information (including but not limited to documents, records and agreements) in digital and/ or paper form relating to the services reasonably necessary to enable RailTel and its nominated agencies to carry out due diligence in order to transition the provision of the Services to RailTel or its nominated agencies, must be maintained by the Selected BA from commencement of the services.
- The RailTel will issue a written sign-off after the successful transition from the Selected BA. Selected BA shall not delete any content till such a written signoff is provided by the RailTel along with an explicit request to delete/ remove the content.
- The Selected BA will be paid only for the services rendered until the services are being rendered by the Selected BA. If the sign-off is provided before the exit management period is over, the applicable charges will only be paid until the sign-off.
- The payment for the final month invoice along with any applicable exit management service costs will be paid only on the written sign-off from the Client.

**Loss of property and/ or Life:**

- Any loss of property and / or life during preparations of the event and the event itself would be borne entirely by the Selected BA and RailTel shall not be held liable for any claims. The Selected BA shall be responsible for the payments arising out of any Third Party claims. The Selected BA shall procure insurance for meeting such liabilities at his own expense.
- The Selected BA shall maintain the ecological balance by preventing deforestation, water pollution and defacing of natural landscape.
- The Selected BA shall abide by all the acts/laws prevalent in the country.

### **Purpose of EOI**

The intent of this EOI is to invite proposals from the prospective bidders for “**providing Aadhar Enrolment & Updation services in the Rajasthan State on revenue sharing model**”

- 3.1 The present proposal seeks the turnkey solution for carrying out client need. It is proposed to provide and maintain services with allied items for the period maintenance at locations as mentioned in EOI. The successful bidder, once awarded with the order, has to successfully commission the solution with complete satisfaction from the customer and any item explicitly mentioned or not mentioned must be provisioned without any further escalation of the cost to customers of RailTel. An undertaking of end to end no escalation in financial and compliance of technical aspects related responsibility must be given by successful bidder to RailTel. Any expense/cost escalation during commissioning and Warranty period if any required in turnkey solution commissioning will be the responsibility of the Successful bidder and same will be absorbed by successful bidder, in case customer may not pay for it to RailTel. If CoR may pay such charges, then only a successful teaming partner will be entitled to such an amount. Any financial claim of BA partner in future for successful commissioning and during warrant period, may not be entertained without receipt of money by RailTel from customer in any circumstances.
- 3.2 Solution providers need to offer solutions with no single point of failure in hardware and without any downtime in operations at customer premises of CoR. SLA shall be applicable on back-to-back basis as per the CoR.
- 3.3 Bidder may submit their response in the form of duly signed and stamped and submit techno-commercial bid at the E-Nivida portal through Online mode, within the stipulated date and time, as mentioned in this EOI document.
- 3.4 Interested partners may note that this is a Single Stage Two Packet Bid.
- 3.5 Only those bids shall be opened, which have been submitted within the stipulated time as mentioned in this EOI document.

### **3.6 Stage -I: Technical Bid contains following: -**

#### **i). Eligibility Criteria**

<b>S. No.</b>	<b>Type</b>	<b>Description</b>	<b>Document Required</b>
1.	Existence/ Origin	The company must be registered in India.	Certificate of Incorporation
2.	General	The company must have: I. Valid PAN card II. GST Registration	I. Copy of PAN Card. II. Copy of GST registration certificate
3.	Financial Criteria	The bidder must have minimum cumulative turnover of 150% in the previous three financial years and current financial year up to the date of inviting of EOI for the estimated amount of EOI.	Audited Balance Sheet and CA certificate
4.	Net Worth	The bidder should have positive net worth as on 31-MAR-2025	Audited Balance Sheet and CA certificate

5.	Technical Experience	The bidder must have implemented at least one project of providing manpower services or relevant project in Government Department/ PSU/ any government organization in the previous three financial years i.e. 2022-23, 2023-24 and 2024-25	Copy of Purchase/ Work Order and completion/ satisfactory performance certificate issued by Govt./ Limited/ Private Limited organization
6.	Empanelment	All Business Associate empaneled with RailTel.	Copy of Empanelment letter submitted, if any
7.	POA	The bid should be duly signed and submitted by Authorized Signatory. The bidder must submit notarized non-judicial stamp paper of appropriate value Power of Attorney having authorized signatory's nomination along with board resolution in favor of power of attorney	Bidder must submit the Power of Attorney of the authorized signatory on Rs. 500 stamp paper
8.	Annexure - 01	EOI COVER LETTER	
9.	Annexure – 02	CHECKLIST OF DOCUMENTS FOR BID SUBMISSION	The bidder must provide the filled list of checklists
10.	Annexure – 03	PROFORMA FOR PERFORMANCE BANK GUARANTEE	Performa shall be used by the selected bidder
11.	Annexure-04	Non-Disclosure Agreement	Bidder must submit the signed copy of NDA along with bid
12.	Annexure-05	Agreement	Bidder must submit the acceptance of the agreement and Condition of EOI however the final signing will be done with selected bidder on mutual discussion
13.	Annexure-06	EMD BANK GUARANTEE FORMAT	Bidder must submit the EMD Payment in the format attached If desire to submit in the form of BG
14.	Annexure-07	AFFIDAVIT form on Non-Judicial Stamp Paper of Rs. 500/- (Non-Submission of Affidavit will lead to summarily rejection of the bid.	Bidder must submit notarized affidavit as per the format enclosed along with the bid
15.	Annexure-08	Self – Declaration	
16.	Annexure-09	Financial/ Price Bid Submission Sheet	
17.	Annexure-10	Certificate of non-blacklisting	Bidder must submit and undertaking on letterhead duly signed and stamped by authorized signatory for non-black listing.
18.	EMD payment	EMD payment	Bidder must submit proof of EMD payment
19.	EOI document cost/ Processing Fee	EOI document cost/ Processing Fee	Bidder must submit the EOI Document fee/ Processing Fee

20.	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 must submit and undertaking on letterhead duly signed and stamped by authorized signatory for no ongoing or past, arbitration case(s) between RailTel and bidder
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- 3.7 The technical EOIs will be opened, evaluated and empaneled as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. All the Participants who meet the technical evaluation criteria will be empaneled. After empanelment, as and when requirement arises, RailTel will invite RFQ from the empaneled Participants, based on the specific nature of requirement
- 3.8 As of now, EOI response from interested partners is invited considering that the selected partner will be responsible for delivering of 'Scope of Work' as mentioned in the EOI document. However, RailTel at its discretion, may take- up a certain portion / percentage of 'Scope of Work' by communicating to the BIDDER at any point of time during the engagement period.

#### **4. Compliance Requirements and Eligibility Criteria for Interested Bidders.**

- 4.1. The interested bidder should submit Earnest Money Deposit (EMD) if applicable, in the format as mentioned in this EOI document along with the bid.
- 4.2. **The bidder must mandatorily provide all Annexures of EOI and corrigendum(s) thereof, in the name of RailTel Corporation of India Limited addressing the Agreement issuing authority.**
- 4.3. The interested bidder should not be backlisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body on the last date of submission of EOI.
- 4.4. There should not be any ongoing or past, arbitration case(s) between 'RailTel or Organizations under Indian Railways' and 'Interested Bidder' on the last date of submission of EOI.
- 4.5. The interested bidder shall not have a conflict of interest with one or more bidding parties. Participation of an interested bidder(s) with a conflict-of-interest situation will result in the disqualification of all bids in which it is involved. A bidder may be in a conflict of interest with one or more parties if including but not limited to:
- Have controlling shareholders as his/her family members viz. spouse, son, daughter, father, mother or brother etc. in common or;
  - Have a relationship with each other directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another interested partner.
- 4.6. The interested bidder should not be seeking / extending / exploring similar arrangements / engagements with any other organization except RailTel.
- 4.7. The interested partner should have a valid Goods and Service Tax Identification Number (GSTIN), as on the last date of submission of EOI.
- 4.8. In addition to above clauses, bid of interested bidder should be in compliance to terms and conditions and technical requirements.

**Note:** The interested bidder should submit duly signed and stamped EOI cover letter as per the format mentioned at Annexure-01 of this EOI document, as unconditional submission of meeting the clauses mentioned above, from **Clause 4.1. to Clause 4.8.**

#### **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 awarding 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, modify the EOI document by an amendment. All the amendments made to the document would be made by displaying on RailTel's ([www.railtelindia.com](http://www.railtelindia.com)) website only. The interested bidders are advised to visit the RailTel website on regular basis to check the necessary updates. RailTel also reserves the rights to amend the dates mentioned in this EOI for bid process. RailTel may, at its discretion, extend the last date for receipt of EOI response.

#### **7. Bid Validity Period**

- 7.1 Bid of Interested partners shall remain valid for the period of 90 days from the last date of submission of EOI, as mentioned in this EOI document.
- 7.2 RailTel may request an extension of the period of validity. The validity of the 'EMD', should also be suitably extended if called upon to do so by RailTel. The request and the responses thereto shall be made in writing through e-mail only. Further, whenever the bid validity extension is submitted by the interested partner, it should ensure by interested partner that their PBG related to the empanelment should have minimum validity of 90 working days from the last date of extended bid validity period.

#### **8. Right to Terminate the Process**

RailTel may terminate the EOI process at any time without assigning any reason. RailTel makes no commitments, expresses 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 BIDDER 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 Authorized Signatory of the interested partner.

#### **10. Submission of Bid**

- 10.1. The interested bidder should take into account any Corrigendum to this EOI document that may have been published before submitting their EOI response. The bid is to be submitted in the mode as mentioned in this EOI document. EOI response submitted in any other mode will not be entertained.
- 10.2. Interested bidders in their own interest are advised to submit the EOI response well in time before the last date and hence to avoid any inconvenience at the last moment.
- 10.3. An Organization/ Interested Bidder can submit only 'One EOI Response'. Submission of multiple EOI Response by interested bidder(s) may lead to rejection of all its bids.

#### **11. Evaluation & Tabulation of Technical Bids**

**a. Determination of Responsiveness**

- i. The bid evaluation committee shall determine the responsiveness of a Bid based on bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
- ii. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
  1. “deviation” is a departure from the requirements specified in the bidding document.
  2. “reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
  3. “Omission” is the failure to submit part or all the information or documentation required in the bidding document.
- iii. A material deviation, reservation, or omission is one that
  1. if accepted, shall: -
    - a. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
    - b. limits in any substantial way, inconsistent with the bidding documents, the procuring entity’s rights or the bidder’s obligations under the proposed contract; or
  2. if rectified, it shall unfairly affect the competitive position of other bidders presenting responsive Bids.
- iv. The Bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- v. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

**b. Non-material Non-conformities in Bids**

- i. The Bid Evaluation Committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
- ii. The Bid Evaluation Committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, ISO/ CMMi Certificates, etc. within a reasonable period. Failure of the bidder to comply with the request may result in the rejection of its Bid.
- iii. The bid evaluation committee may rectify non-material nonconformities or omissions based on the information or documentation received from the bidder under (b) above.



**c. Technical Evaluation Criteria**

Bids shall be evaluated based on the documents\* submitted as a part of technical bid and on the presentation from the bidder on Relevant Project experiences, understanding of the scope in the EOI, Approach & Methodology on the project, etc. and on the experience of the proposed resources.

\*Technical bid shall contain all the documents as asked in the clause “Eligibility Criteria”

Before opening of financial bid bidder must qualify the Prequalification criteria as well as technical criteria as mentioned below:

S. No.	Item Description	Max Marks	Relevant Document
1	GST registration in the state of Rajasthan (As on 31.03.2025) A. $\geq 3$ but $< 5$ financial years = 6 Marks B. $\geq 5$ financial years = 10 Marks	10	Copy of GST registration required.
2	Average annual turnover for the period 2022-23, 2023-24, 2024-25 A. $\geq 25$ Cr but $< 35$ Cr = 6 Marks B. $\geq 35$ Cr but $< 40$ Cr = 8 Marks C. $\geq 40$ Cr = 10 Marks	10	CA certificate with UDIN.
3	Experience in IT/ITES or relevant projects in Government Department/PSU/any government organization in last three years (No. of Projects) A. up to 5 projects = 5 Marks B. $\geq 6$ but $< 10$ projects = 10 Marks C. $\geq 10$ projects = 15 Marks	15	Work Order copies along with Self-Declaration on bidder's letterhead.
4	Experience of providing manpower services or relevant projects in any Government Department / Government Agency / PSU in last three years (No. of Projects) A. up to 5 projects = 5 Marks B. $\geq 6$ but $< 10$ projects = 10 Marks C. $\geq 10$ projects = 15 Marks	15	Work Order copies along with Self-Declaration on bidder's letterhead.
5	Bidder must submit documentary evidence for having lead initiated or shared the business requirement, such as: <ul style="list-style-type: none"> <li>Initial concepts note/ proposal submitted to client</li> <li><b>or</b></li> <li>Email communication showing initiation of requirement</li> <li><b>or</b></li> <li>Meeting minutes, presentations, or lead registration document</li> <li><b>or</b></li> <li>Any proof confirming the idea/business requirement originated from the bidder</li> </ul>	20	As required.

6	Proposed plan for implementation of the Project <ul style="list-style-type: none"> <li>• Details of any one of the best relevant projects executed onsite by the bidder</li> <li>• Understanding of the project</li> <li>• Proposed solution with CMS to be provided</li> <li>• The detailed presentation will be taken for the above points after opening of technical bid</li> </ul>	30	Detailed plan submitted and subsequent presentation.
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**The bidder must take minimum 75 marks out of maximum 100 marks as per the above technical criteria to qualify.**

**d. Tabulation of Technical Bids**

- i. If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.
- ii. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.
- iii. The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.
- iv. The bidders who qualified in the technical evaluation shall be informed in writing about the date, time, and place of opening of their financial Bids.

**12. 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.

**13. Payment Terms**

- 12.1. Payment will be on 'back-to-back' basis and as per the payment terms mentioned in the Scope of Work. No advance will be payable to BA, if any advance received by RailTel from customer.
- 12.2. This EOI is purely on revenue sharing model between RailTel , Customer of RailTel i.e. RCScE & Selected Bidder , Payment will be released after payment received from customer of RailTel i.e, RCScE.
- 12.3. Payment will be released after receiving the invoice for the work / services and after RailTel has received the payment from CoR (Customer of RailTel i.e. RCScE) for the same work / services. Any deduction /Penalties levied by CoR on invoices of RailTel will be carried back-to-back and will be deducted from BIDDER's invoices on actual basis.
- 12.4. Coordination with COR (Customer of RailTel i.e. RCScE) Customer for releasing of payment is reasonability of selected bidder
- 12.5. Bidder is solely responsible for submission of all required documents by COR (Customer of RailTel i.e. RCScE) for releasing payment or any other compliances.
- 12.6. Documents list required at the time of payment/invoice submission by selected bidder shall be: -
  - i. PO copy issued to selected vendor.
  - ii. Payment Proof that the end customer has paid RailTel for the period claimed by selected bidder/vendor against invoices raised by RailTel for such services.

- iii. Submission/Declaration of applicable BG amount against PO issued to selected bidder/vendor.
- iv. Original Invoice for the period claimed
- v. TDS declaration
- vi. GST submission by Bidder to RailTel
- vii. Photocopy of all documents submitted by RailTel along with their invoice to customers
- viii. Any other Document required by COR (Customer of RailTel)

#### **Payment Terms and Schedule:**

The bidder has to ensure the payments to his Staff. Payments shall be made to the bidder by the RailTel on back to back basis on monthly basis and basis on the numbers of successful Aadhaar generated or Mandatory Biometric Updation after deduction of all penalties, TDS and any other applicable taxes/dues on back to back basis, as per information received from UIDAI. In case, any penalty of enrolment/ Updation is levied later by UIDAI, the same may be imposed and settled in the succeeding phase of payment by Registrar.

#### **Financials Norms:**

All the Aadhaar enabled kits operated by the operators shall work on the enrolment agency code of Rajasthan council of school education, Jaipur (Raj.). Following the commercial norms will be applicable for Aadhaar enrolment related activities by RailTel: -

<b>S. No.</b>	<b>Particulars</b>	<b>Unit Cost (Inclusive of all taxes) in percentage</b>
1	Rate for per Successful Aadhar generation or Mandatory Biometric update or any kind of update/ amendment	

\*Unit Cost percentage must be based on UIDAI authentic rates and including all services mentioned in Scope of Work.

\*Proportionate Revenue sharing would be done according to the revenue received from UIDAI & RCScE.

\*All charges for each successful enrolment/ modification/ change/ amendment, etc. will be according to UIDAI guidelines and norms. **No extra fee or charges will be taken from beneficiaries/ CBEO/ RCScE/RailTel**

\*Above rates should be quoted in Financial Bid (BoQ Excel). Rates quoted in financial bid only will be considered.

\* Payment will be on back to back basis after receiving payment from customer of RailTel i.e RCScE and deduction of RailTel Project Management charges.

### **Payment Terms and Payment Schedule:**

All Payment Terms & Condition are Back to Back Basis after receiving of payment from Customer i.e. RCScE ( Rajasthan Counsil of School Education Government of Rajasthan)

All Document required by RCScE for releasing payment will be submitted by Selected BA/Bidder.

All Coordination for releasing payment from RCScE will be done by Selected BA/Bidder

RailTel is not responsible from any delay of payment from RCScE.

### **14. Performance Bank Guarantee (PBG) and Security Deposit**

- 13.1. In case of successful participation by RailTel in the Expression of Interest (EOI) for onboarding of Partner from Empaneled Business Associate for providing Aadhar Enrolment & Updation services in the Rajasthan State on revenue sharing model.
- 13.2. . 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 14 days, indicating the contractual obligation(s) for which the BIDDER is in default.
- 13.3. Selected Bidder Shall deposit PBG of 5 % of LOA value issued to him, PBG shall be in form of BG /FDR or RTGS to RailTel account EMD amount will be adjusted.
- 13.4. RailTel shall also be entitled to make recoveries from the BIDDER'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.
- 13.5. If the service period gets extended by virtue of extension of same by CoR, PBG should also be extended accordingly.
- 13.6. During the contract period, RailTel may issue Purchase Order(s) for the additional services ordered by Customer of RailTel i.e. RCScE to RailTel. In such scenario(s) also, Clause No. 13.1. to Clause No. 13.4. are to be followed by the BIDDER.
- 13.7. In case the Customer of RailTel i.e. RCScE 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.
- 13.8. In case CoR has sought any other types of PBG in this contract at present or in future or else Integrity Pact PBG (presently or in future), same remain applicable on selected Bidder. The Said PBG will be issued by Selected Bidder from Scheduled Bank/ commercial Bank/ Nationalized bank favoring RailTel Corporation of India Limited. No Indemnity Bond in lieu of such PBG will be accepted by RailTel.
- 13.9. If CoR ask for submission of PBG for value more than 5%, same also needs to be submitted by the selected BA.

Security Deposit (SD): The Security Deposit shall be 5% or as per Agreement between RCScE and RailTel SD , SD will be deducted from running bill of Bidder.

## **15. Restrictions on ‘Transfer of Agreement’**

The Bidder 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.

## **16. Suspension, Revocation or Termination of Contract / Agreement.**

- 15.1. 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 arising 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 Bidder shall be payable by RailTel.
- 15.2. 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 issued to the Bidder, terminate/or suspend the contract /agreement under any of the following circumstances:
- The Bidder failing to perform any obligation(s) under the contract / agreement.
  - The Bidder failing to rectify, within the time prescribed, any defect as may be pointed out by RailTel.
  - Nonadherence to Service Level Agreements (SLA) which RailTel has committed to CoR(RCScE) for the pertinent Agreement.
  - The Bidder going into liquidation or ordered to be wound up by competent authority.
  - If the Bidder 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.
  - It shall be the responsibility of the BIDDER 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 BIDDER's PBG related to contract / agreement along with PBG related to the Empanelment Agreement with RailTel shall be forfeited, without any further notice.
  - Breach of non-fulfillment of contract / agreement conditions may come to the notice of RailTel through complaints or as a result of 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 BIDDER shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry. In case of default by the BIDDER in successful implementation and thereafter maintenance of services / works as per the conditions mentioned in this EOI document, the PBG(s) of BIDDER available with RailTel can be forfeited.

## **17. Dispute Settlement**

- 16.1. In case of any dispute concerning the contract/ agreement, both BIDDER 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. The place of Arbitration shall be New Delhi.
- 16.2. 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.
- 16.3. All arbitration proceedings shall be conducted in English

## **18. 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

## **19. Statutory Compliance**

- 18.1. During the tenure of this Contract nothing shall be done by BIDDER in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof and shall keep RailTel indemnified in this regard.
- 18.2. 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 Labor (Abolition and Regulation) Act 1970, Factories Act, 1948, Minimum Wages Act and Regulations, Shop and Establishment Act and Labor 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.

## **20. Intellectual Property Rights**

- 19.1. Each party, i.e., RailTel and BIDDER, acknowledges and agrees 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 a party in relation to this contract/ agreement.
- 19.2. Neither party shall remove or misuse or modify any copyright, trademark or any other proprietary right of the other party which is known by virtue of this EoI and subsequent contract in any circumstances.

## **21. Severability**

In the event any provision of this EOI and subsequent contract with BIDDER 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.

## **22. Force Majeure**

- 21.1. 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. The provided service under this contract shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.
- 21.2. 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.

### **23. Indemnity**

22.1. The BIDDER 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:

- Any misstatement or any breach of any representation or warranty made by BIDDER or
- The failure by BIDDER 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 BIDDER pursuant to this contract, or any equipment, software, information, methods of operation or other intellectual property created by BIDDER 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
- Any compensation / claim or proceeding by any third party against RailTel arising out of any act, deed or omission by the BIDDER or
- Claim filed by a workman or employee engaged by the BIDDER 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.

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

### **24. Limitation of Liability towards RailTel**

23.1. The BIDDER liability under the contract shall be determined as per the Law in force for the time being. The BIDDER 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 BIDDER 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 BIDDER or his agents or any person / persons claiming through under said BIDDER. However, such liability of the BIDDER shall not exceed the total value of the contract.

23.2. 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 BIDDER is legally liable.

### **25. Confidentiality cum non-disclosure**

24.1. 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.

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

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

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

24.4. 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.

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

## **26. 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.

## **27. Insurance**

The Bidder agrees to take insurances to cover all the elements of the project under this EOI including but not limited to Manpower, Hardware, Software etc. as per CoR(RCScE) Agreement specified terms. Project insurance covering all aspects of the project needs to be taken by BIDDER.

## **28. Exit Management**

27.1. Exit Management Purpose

- 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 obligations set out in this Exit Management Clause.
- 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 BIDDER. 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.

27.2. Confidential Information, Security and Data: BIDDER 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):

- 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.
- 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).

27.3. Employees : Promptly on reasonable request at any time during the exit management period, the BIDDER 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 BIDDER, RailTel or the replacing vendor may make an offer of contract for services to such employees of the BIDDER and the BIDDER shall not enforce or impose any contractual provision that would prevent any such employee from being hired by RailTel or any replacing vendor.

27.4. Rights of Access to Information: Besides during the contract period, during the exit management period also, if asked by RailTel in writing, the BIDDER 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.

## **29. Changes in Contract Agreement, Variation in Quantity and Shramik Kalyan Portal**

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

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

28.3. **Updation of Labor data on Railway's Shramik Kalyan Portal-** All terms & conditions are applicable same as per CoR Agreement

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

## **30. Liquidated Damage (LD):**

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

## **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.

**EOI COVER LETTER**  
(On Organization Letter Head)

EoI Ref No.:

Date:

To,  
General Manager (Marketing),  
RailTel Corporation of India Limited.

Dear Sir/Madam,

1. I, the undersigned, on behalf of M/s ....., having carefully examined the referred EOI offer to participate in the same, in full conformity with the said EOI and all the terms and conditions thereof including corrigendum issued till last date of submission of EOI. It is also undertaken and submitted that we are in abidance of Clause 4 (from Clause 4.1 to Clause 4.11) of EOI.
2. I agree to abide by this Proposal, consisting of this letter, our Pre-qualification, Technical and Commercial Proposals, for a period of 180 days from the date fixed for submission of Proposals as stipulated in the EOI and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Commercially Suitable Partner (BIDDER) for the aforesaid Service, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
4. I undertake, if our Bid is accepted, to commence our services as per scope of work as specified in the contract document.
5. Until a formal Purchase Order or Contract is prepared and executed, this Bid and supplement / additional documents submitted (if any), together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. I hereby undertake and give unconditional acceptance for compliance of all terms & conditions against this EOI based on customer's requirement. I understand that all clauses of customer RFP are applicable on back-to-back basis and SLA/Penalty/LD deducted by customer will be applicable on our payments on back-to-back basis.
7. I hereby undertake that there will be no deviation from the Terms and Conditions of EOI.

Signature of Authorized Signatory

Name  
Designation

**CHECKLIST OF DOCUMENTS FOR BID SUBMISSION**

S. No.	Document	Document Enclosed (Yes/No)	Pg. No.
1	Proof of submission of EOI Processing Fee and EMD.		
2	Authorization Letter/ POA and all Annexures/ Appendices given in the EOI documents.		
3	All undertakings on company letter head as required/ stated in the EOI document duly signed and stamped by the authorized signatory.		
4	The copy of EOI and subsequent addendum/ corrigendum duly Signed and Stamped by the Authorized Signatory of Bidder		
5	Compliance of eligibility criteria related documents as per Clause 3 and supporting documents.		
6	Any relevant document found suitable by bidder		
7	Empanelment certificate issued by RailTel to BA.		

**Note:**

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

**PROFORMA FOR PERFORMANCE BANK GUARANTEE**

(On Stamp Paper of ₹ One Hundred)

To,

General Manager (Mktg),

RailTel Corporation of India Limited.

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 made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
4. We, ..... the Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before ..... We shall be discharged from all liability under this Guarantee thereafter.
5. We, ..... the Bank further agree with the RailTel that the RailTel shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time 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 affect 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 ..... 2024 for (Name of Bank)

In the presence of Witnesses:

1.       Signature With Date Name
2. Signature With Date Name

**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (this “Agreement”) is made and entered into on this ..... day of, 2024 (the “Effective Date”) at .....

By and between

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

AND

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

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

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

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

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

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

**1. Permitted Use.**

(a) Receiving Party shall:

- (i) hold all Information received from Disclosing Party in confidence.
- (ii) use such Information for the purpose of evaluating the possibility of entering 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 the 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 the 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.

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**

The Receiving Party will immediately give notice to the 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 are granted or implied hereby.

Notwithstanding the foregoing, Disclosing Party understands that Receiving Party may currently or in the future be developing information internally, or receive information from other parties that may be like 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 the 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 addresses 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), the 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 consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.
- (b) In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.

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

**15. CONFIDENTIALITY OF NEGOTIATIONS**

Without the Disclosing Party's prior written consent, the Receiving Party shall not disclose to any Person who is not a Representative of the Receiving Party the fact that Confidential Information has been made available to the Receiving Party or that it has inspected any portion of the Confidential Information or that discussions between the Parties may be taking place.

**16. REPRESENTATION**

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

**17. ASSIGNMENT**

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

**18. EMPLOYEES AND OTHERS**

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

**19. NO LICENSE**

Nothing in this Agreement is intended to grant any rights to under any patent, copyright, or other intellectual property right of the Disclosing Party, nor will this Agreement grant the Receiving Party any rights in or to the Confidential Information of the Disclosing Party, except as expressly set forth in this Agreement.

**20. RELATIONSHIP BETWEEN PARTIES:**

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

**21. UNPUBLISHED PRICE SENSITIVE INFORMATION (UPSI)**

\_\_\_\_\_ agrees and acknowledges that \_\_\_\_\_, its Partners, employees,

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

## **22. MISCELLANEOUS.**

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

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

RailTel Corporation of India Ltd

By  
Name:  
Title:  
Witnesses:

By  
Name:  
Title:

**Agreement**

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

This Agreement (the “**Agreement**”) is made at Jaipur on this \_\_\_\_ Day of (month) 2025.

**BETWEEN**

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

AND

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

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

- A) RailTel is a "Mini Ratna (Category-I)" CPSU of Ministry of Railways, having exclusive right of way along Indian Railways and has created an OFC backbone and associated transport and network infrastructure to provide carrier class telecom services. RailTel has a Unified License issued by DoT to provide a range of telecom services. RailTel also has two tier III certified data centers at Secundrabad and Gurugram. RailTel has created a slew of digital services like cloud, hosting, hosted Video Conferencing service, Aadhar Services, Content delivery platform, Wi-Fi as a service etc. RailTel has strong capabilities in managing telecom infrastructure, MPLS network infrastructure, data center services like IaaS (Infrastructure as a Service) and PaaS (Platform as a Service).
- B) \_\_\_\_\_ (DETAILS OF SECOND PART)
- C) RailTel had floated an EOI No: \_\_\_\_\_ dated \_\_\_\_\_ pursuant to the RFP floated by End Customer for “\_\_\_\_\_ for End Customer Organization for agreed Scope of Work” (hereinafter referred as “The said work/project/Agreement”), and subsequently, based on the offer submitted by M/s XXXX towards the RailTel’s EOI, M/s XXXX has been selected by RailTel as Business Associate for the said Project.
- D) RailTel is in the process of participating in the Agreement issued by end customer, complete details of which have deliberately not been shared with XXXX and XXXX has waived its right to get the RFP document of end customer owing to confidentiality concern raised by the end customer. However, a limited scope of work on ‘need to know basis’ and as detailed in clause 1.7 below, which will be carried out by XXXX has been shared with XXXX and based on the representation of “XXXX” that “XXXX” has read the said limited Scope of Work and has understood the contents thereof and that “XXXX” has sufficient experience to execute the said limited and defined scope of work, the Parties have mutually decided to form a “Business association” wherein RailTel shall act as the “Bidder” and “XXXX” shall act as the “business associate” in terms of the said Agreement and in accordance to the terms agreed hereunder;
- E) RailTel shall submit Rupees YYYY as BG against pre integrity pact at the time of submission of bid as an Integrity Pact bank guarantee to end customer and accordingly “XXXX” shall

submit Rupees ZZZZ as BG of pre integrity pact on back-to-back basis to RailTel before final submission of the said bid to end customer. (This is applicable on cases to case basis as per CoR requirement. May please read in conjunction of the current RFP.)

- F) Party hereby acknowledges that RailTel has received Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_) from M/s XXXX as per the Terms and conditions of EOI no. \_\_\_\_\_ dated \_\_\_\_\_.
- G) The Parties are thus entering into this Agreement to record the terms and conditions of their understanding and the matters connected therewith.  
RailTel has agreed to extend all the necessary and required support to “XXXX” during the entire contract period.

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

## 1. SCOPE OF CO-OPERATION

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

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

## 2. Technical Terms – As per CoR document

## 3. TERM AND TERMINATION

- 3.1. This Agreement shall come into force as of the date of signing and shall continue to be in full force and effect till the complete discharge of all obligations, concerning the carrying out of the said Project, except terminated earlier by the Parties in terms of this Agreement or in terms of the said project, whichever is applicable.
- 3.2. This Agreement can be terminated by either Parties forthwith in the event of happening of the following events:
  - a). End customers announce or notifies the cancellation of the said Project and / or withdrawing the said RFP.
  - b). The receipt of an official communication that End customer chooses not to proceed with RailTel for the said Project or RailTel is not short listed by End customer.
  - c). Material breach of any of the terms and conditions of this Agreement by either of the Parties and the same is not rectified by the defaulting Party beyond 15 (fifteen) days (or a reasonable time period as mentioned under the notice issued by the other Party) from the date of receipt of notice from the other Party to cure the said breach.

- 3.3. Parties agree and understand that as of the execution of this Agreement they are contractually bound and obligated to perform the services, obligations and the scope of work entrusted, should RailTel be declared as the successful bidder of the said Project. Any Party shall not withdraw its participation subsequent to execution of this Agreement, at any point in time except in case of material breach of any of the terms of the Agreement.
- 3.4. In case “XXXX” breach the terms of Agreement i.e. defaulting party in such case the balance unsupplied quantity or service shall be completed by RailTel i.e. non-defaulting party and cost for completion of that balance unsupplied quantity or service of such defaulting party shall be executed by RailTel at the risk and cost of such defaulting party.

#### **4. Liability:**

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

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

#### **5. EXCLUSIVITY**

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

#### **6. PAYMENT TERMS**

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

#### **7. TAXES**

Parties agrees that they will comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed / levied on them by the Indian Income Tax Authorities, for the payments received by them for the Project under this agreement and any other taxes, cess, surcharge, etc. for their respective scope of works;

#### **8. INDEMNIFICATION**

8.1. Parties agree to and undertake to indemnify and hold each other, its officers, directors, agents and employees harmless, from and against any and all claims, demands, causes of action, losses, damages, costs and expenses (including attorney's reasonable fees, costs of investigation and defence) arising out of or resulting from any claim, action or other proceeding (including any proceeding by any of the indemnifying party's employees, agents or contractors) based upon:

- a). any breach or contravention of any of the terms, conditions, covenants of this Agreement by the Party;
- b). Unethical business practices;
- c). any acts or omission of the Party and/ or any of its employees, agents or contractors, and the liability for damages to property arising from or out-of-party operations in connection with the performance of this agreement;
- d). any claim for taxes that might arise or be imposed due to this performance of Services here under;
- e). any representation or warranty or information furnished by the Party being found to be false;
- f). Parties failure to pay all applicable compensation to its respective personnel;
- g). death or personal injury to any person;
- h).
- i). destruction or damage to any property by acts or omissions of either Party, its

- representatives or personnel;
- j). any violation/non-compliance by the Party with any applicable laws governmental regulations or orders;
- k). any third party liability;
- l). xi improper handling or misuse of the Confidential Information of the Party(ies) by the Party

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

8.3.

8.4.

## **9. COMPLIANCES TO STATUTORY OBLIGATIONS**

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

## **10. LEGAL STATUS**

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

## **11. REPRESENTATIONS AND COVENANTS**

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

- a). That it has full capacity, power and authority and has obtained all requisite consents and approvals to, enter into and to observe and perform this Agreement and to consummate the transactions contemplated hereunder. Each of the Persons / personnel executing this Agreement on behalf of the each of the Parties have full capacity and authority to sign and execute this Agreement on behalf of the respective Parties;
- b). The execution, delivery and consummation of, and the performance by it, of this Agreement shall not conflict with, violate, result in or constitute a breach of or a default under, (a) any contract by which it or any of its assets or properties, are bound or affected, and/or (b) its constitutional documents;
- c). This Agreement constitutes its legal, valid and binding obligations, enforceable against it, in accordance with their terms under Applicable Statutory Law(s);
- d). It has the right, authority and title to execute this Agreement;

## **12. SUBCONTRACTING BETWEEN PARTIES**

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

## **13. GOVERNING LAW AND JURISDICTION**

The construction, validity and performance of this Agreement shall be governed in all respects by

the Laws of India. The Parties hereby submit to the exclusive jurisdiction of the Indian courts at Delhi only.

#### **14. GOOD FAITH NEGOTIATION AND DISPUTE RESOLUTION**

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

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

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

#### **15. FORCE MAJEURE**

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

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

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

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

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

#### **16. INTELLECTUAL PROPERTY RIGHTS**

- 16.1. Each Party shall remain the sole owner of all industrial or intellectual property rights, Technical Data, Know-How, designs, specifications and the like, generated or acquired before the signature, or beyond the scope of this agreement.
- 16.2. Each Party shall remain the sole owner of all industrial or intellectual property rights, technical data, know-how, design specifications and the like generated solely by that Party during the course of the performance of this agreement and shall not be free to use it by the other party and if the other party uses that intellectual property rights prior permission shall be taken with paying necessary fees for such rights.
- 16.3. In case of joint development, the work-share and associated ownership of intellectual property of each Party shall be mutually agreed upon and defined in advance in the definitive agreement for the specific program. However, should any invention be jointly made by the Parties in the performance of this agreement, without neither Party being in a position to reasonably claim the ownership of said intellectual property right, the said right

shall be jointly owned by the Parties and the corresponding measures of protection for both Parties of the said right as may be practicable shall be mutually agreed by both Parties and cost for such registration of such right shall be borne by the parties proportionately as per the ownership of the rights.

- 16.4. As on date, Parties confirms that there are no infringements of any Intellectual Property Rights of the products contemplated under this agreement, in accordance with the laws prevailing in the country.
- 16.5. The Parties undertake and confirm that the Technology / Knowhow / Design owned by each of them and intended to be put into use for execution of various Projects pursuant to this agreement has been originally developed by each of such Parties. The Parties are entitled to all the Intellectual Property Rights in Technology/ Knowhow / Design intended to be put into use for execution of various Projects and no third-party Intellectual Property Rights have been put into use either in their original or modified form without proper authorization of such third party. The Parties further vouchsafes that the foregoing undertaking is actuated by truth and accuracy and no misrepresentation is being put into use for inducing each other to enter into this agreement.

## **17. CONFIDENTIALITY**

- 17.1. During the term of this agreement, either party may receive or have access to technical information, as well as information about product plans and strategies, promotions, customers and related non-technical business information which the disclosing party considers to be confidential ("Confidential Information as per RFP Agreement document"). In the event Confidential Information is to be disclosed, the Confidential Information must be marked as confidential at the time of disclosure, or if disclosed orally but stated to be confidential, and be designated as confidential in writing by the disclosing party summarizing the Confidential Information disclosed and sent to the receiving party within thirty (30) days after such oral disclosure.
- 17.2. Confidential Information may be used by the receiving party only with respect to the performance of its obligations under this Agreement, and only by those employees of the receiving party and its subcontractors who have a need to know such information for purposes related to this Agreement, provided that such subcontractors have signed separate agreements containing substantially similar confidentiality provisions. The receiving party must protect the Confidential Information of the disclosing party by using the same degree of care to prevent the unauthorized use, dissemination or publication of such Confidential Information, as the receiving party uses to protect its own confidential information of like nature.
- 17.3. The obligations is not applicable to any information which is:
  - a). Already known by the receiving party prior to disclosure;
  - b). Publicly available through no fault of the receiving party;
  - c). Rightfully received from a third party without being responsible for its confidentiality;
  - d). Disclosed by the disclosing party to a third party without being responsible for its Confidentiality on such third party;
  - e). Independently developed by the receiving party prior to or independent of the disclosure;
  - f). Disclosed under operation of law;
  - g). Disclosed by the receiving party with the disclosing party's prior written approval.
- 17.4. XXXX agrees and acknowledges that XXXX, its Partners, employees, representatives etc., by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall be deemed to be "Connected Persons" within the meaning of SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be bound by the said



regulations while dealing with any confidential and/ or price sensitive information of RailTel. XXXX shall always and at all times comply with the obligations and restrictions contained in the said regulations. In terms of the said regulations, XXXX shall abide by the restriction on communication, providing or allowing access to any Unpublished Price Sensitive Information (UPSI) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel

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

## 18. NOTICES

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

To RailTel Corporation of India Limited

To:

RailTel Corporation of India Ltd Kind Attn:

Executive Director / Northern Region

Address: 6th Floor, 3rd Block, Delhi IT Park, New Delhi – 110053

Tel No.: +91-11- 22185933/22185934

Email: [ednr@railtelindia.com](mailto:ednr@railtelindia.com)

To XXXX

To:

XXXX

Kind Attn:

Address: \_\_\_\_\_

Mob. No.:

Email: \_\_\_\_\_

## 19. AMENDMENT

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

## 20. PRIOR UNDERSTANDING

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

## 21. GENERAL

### 21.1. Binding Effect:

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

### 21.2. Counterparts:

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

**21.3. Non-Partnership:**

- a). This Agreement shall be on a principal-to-principal basis and shall not create any principal-agent relationship between the Parties.
- b). Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties or otherwise entitle either Party to have an authority to bind the other Party for any purpose.

**21.4. Severability:**

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

**21.5. Waiver:**

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

**21.6. Time is of essence:**

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

**22. Miscellaneous**

- 22.1. No Party to this agreement will have any rights or obligations arising from or in relation to this agreement in excess of those rights and obligations expressly declared herein.
- 22.2. No Party to this agreement is entitled to sell, assign or otherwise transfer any of its rights and/or obligations arising from or in relation to this agreement to any third party, without the prior written consent of the other Party of this agreement.
- 22.3. Each Party shall be solely responsible for its own actions or failures to act and for its own commitments and undertakings. Neither Party shall present itself as the representative or agent of the other Party, nor shall it have the power or the authority to commit the other Party, unless it receives the other Party's prior written consent.
- 22.4. No release shall be made by any Party to the news media or the general public relating to this agreement and/or the subject matter thereof without prior written approval of the other Party.
- 22.5. During the term of this agreement, each party shall refrain from taking any action or attempt to take any action with the intent of impairing or causing prejudice to the business relationship, whether existing or prospective that subsists between the other party and its customers and business partners. Each party shall also desist from inducing or influencing or attempting to induce or influence any customer or business partner, whether existing or prospective of the other party, resulting into prejudice or detriment to business prospects of the other party.

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

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

For RailTel Corporation of India Limited

For XXXX

Authorized Signatory

Name:

Designation:

In Presence of witness:

Signature:

Name:

Address:

Authorized Signatory

Name:

Designation:

Signature:

Name:

Address

**Annexure 06**  
**EMD BANK GUARANTEE FORMAT**

EOI Ref No: \_\_\_\_\_ Date: XX-XX-XXXX

**BID SECURITY (BANK GUARANTEE)**

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

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

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

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

OR

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

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

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

Date: \_\_\_\_\_

Signature of the bank: \_\_\_\_\_

Seal of Bank: \_\_\_\_\_

[Signature, name, and address] \_\_\_\_\_

***{RailTel SFMS details –***

***BG advising message – IFN 760COV/ IFN 767COV via SFMS.***

***IFSC Code of ICICI Bank to be used (ICIC00000007). Unique reference (RAILTEL6103) in field 7037}.***

**Annexure 07**  
**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. 500/-. 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](http://www.railtelindia.com). I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the EOI document. In case of any discrepancy noticed at any stage i.e., evaluation of EOI, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the EOI by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of EOI, it shall lead to forfeiture of the EOI EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the BA)\*\* and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT  
SEAL AND SIGNATURE OF THE BA  
VERIFICATION

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

DEPONENT  
SEAL AND SIGNATURE OF THE BA

Place: \_\_\_\_\_ Dated: \_\_\_\_\_

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

### **Annexure – 08: Self – Declaration**

(to be filled by the bidder)

Declaration by the bidder In relation to our bid submitted to \_\_\_\_\_  
for procurement of \_\_\_\_\_ in response to their notice inviting bids no.  
\_\_\_\_\_ dated \_\_\_\_\_, I/We hereby declare under section 7 of the  
Rajasthan Transparency in Public Procurement Act, 2012, that:

- a) I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) I/we have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) I/we are not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
- d) I/we do not have, and our directors and officers not have been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- e) I/we do not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.

Name of the Bidder:-

Authorized Signatory:-

Seal of the Organization:-

Date:-\_\_\_\_\_

Place:-\_\_\_\_\_

### **Annexure-09: Financial/ Price Bid Submission Sheet**

Ref.

To,

\_\_\_\_\_  
\_\_\_\_\_

I/We, the undersigned, declare that:

1. I/We have examined and have no reservations to the Bidding Document, including Addenda No.:
2. I/We do supply goods in conformity with the Bidding Document and in accordance with the delivery schedule specified.
3. The uploaded financial Bid checked, confirmed and found as per Bid instructions.
4. The acknowledgment of fee deposit as with respect to enclosed as detailed below: -
  - i). Bid Security
5. I/We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
6. I/We understand that you are not bound to accept the lowest evaluated Bid or any other bid that you may receive.
7. I/We agree to permit the RailTel, Jaipur or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the RailTel.
8. I/We accept all the terms, conditions and provisions of this bid document.

(Authorized Signatory)

Name, Designation & Contact No.:

Address: \_\_\_\_\_

Seal:

## **ANNEXURE-10: CERTIFICATE OF NON-BLACKLISTING**

(Declaration by the Bidder)

Declaration by the Bidder under section 7 and 11 of the Act

Declaration by the Bidder

In relation to the Bid submitted to ..... for the procurement of ..... in response to the Notice Inviting Bids No....., it is declared under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that:

- We are eligible and possesses the necessary professional, technical, financial, and managerial resources and competence required by the Bidding Document issued by the Procuring Entity.
- We have fulfilled the obligation to pay taxes payable to the Central Government, the state Government, or any local authority, as specified in the Bidding Document.
- We are not insolvent, in receivership, bankrupt, or being wound up; their affairs are not administered by a court or a judicial officer; their business activities are not suspended; and they are not the subject of legal proceedings for any of the foregoing reasons.
- We do not have, and our directors and officers have been convicted of any criminal offense related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, and they have not been otherwise disqualified pursuant to debarment proceedings; Government of Rajasthan Standard Bidding Document - Goods Single Stage- Two Envelopes Bid Section V: Schedule of Supply 83
- We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules, and this Bidding Document, which materially affects fair competition.
- We have complied and shall continue to comply with the code of integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules, and this Bidding Document until the completion of all obligations under the contract.

Date:

Place:

Signature of Bidder:

Name:

Designation:

Address: