

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

**Expression of Interest for Selection of Partner from Empaneled Partners**

**For**

**“Provision of Biometric Authentication and other Security ancillary  
services for upcoming exam in the state of Uttar Pradesh”**

**EOI No: RailTel/EOI/COMKTG/VAB/2024-25/Exam UP/01 Dated 9<sup>th</sup> July 2024**

## EOI NOTICE

**Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023**

**EOI Notice No: RailTel/EOI/COMKTG/VAB/2024-25/Exam UP/01 Dated 9<sup>th</sup> July 2024**

RailTel Corporation of India Ltd., (here after referred to as "RailTel") invites EOIs from RailTel's Empaneled Partners for the selection of suitable partner "For supply, design, customize, implement Unified Project Management System for end customer in Bihar".

The details are as under:

1	Last date for submission of Technical Packet against EOIs by bidders	12 <sup>th</sup> July 2024 at 12:00 Hours
2	Opening of Technical Bid of EOIs	12 <sup>th</sup> July 2024 at 12:15 Hours
3	Number of copies to be submitted for scope of work	One
4	EOI fees inclusive tax (Non-refundable)	Rs. 5,900/-Incl. GST
5	Toekn EOI EMD	Rs. 5,00,000/-

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: Union Bank of India, Account No. 340601010050446, IFSC Code - UBIN0534064.

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

**Level:1** Contact: Vrishad Shahade  
Designation: Asst. General Manager/Mktg  
Email: [vrishad.shahade@railtelindia.com](mailto:vrishad.shahade@railtelindia.com)  
Contact: +91-9717644181

**Level:2** Contact: Anand Singh Chandel  
Designation: GM/VAB  
Email: [a.chandel@railtelindia.com](mailto:a.chandel@railtelindia.com)  
Contact: +91-9717644111

Note:

1. Empaneled partners are required to submit soft copy of response bid (techno commercial bid) through an e-mail at [eoiebc@railtelindia.com](mailto:eoiebc@railtelindia.com) only duly signed by Authorized Signatories with Company seal and stamp.
2. The EOI response is invited from eligible Empaneled partners (BA/DSP/SI) of RailTel only with valid PBG with RailTel.
3. All the document must be submitted with proper indexing and page no.
4. Partner can submit their response as an individual organization or as Consortium. Maximum two parties are allowed in the consortium.
5. Transfer and Sub-letting. The bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof)
6. This is a single packet system EOI. Bidder must submit technical bid (eligibility documents and other documents) separately and financial bid separately in password protected copy in the same envelope.

## **1. Project Background and Objective of EOI**

RailTel intends to undertake work of provision of Aadhar Based Biometric and other security ancillary services for end Customer organizations in the Uttar Pradesh state.

RailTel invites bids from RailTel's Empaneled Partners (BA/DSP/SI) for the selection of suitable partner for submission of commercials for the scope of work mentioned in this EOI and execution of the work if partner gets selected. The empaneled partner is expected to have excellent execution capability and good understanding customer local environment.

## **2. Scope of Work**

The scope of work is as below:

### **A. Providing security services during:**

1. Conduct of offline (OMR based) Examination-
2. Document verification and physical standard test (DV/PST)

### **B. Live CCTV surveillance service during OMR Based examination & CCTV provision during exam**

1. The Service Provider shall complete the preparations and should be in the position to execute it 24 hrs before the exact start of the process for each exam.
2. The Service Provider shall make arrangement for all hardware for recording of all procedures conducted during different stages of the examination and its live viewing at remote location of all examination centres / DVPST Centres at control room situated at the Customer HQ and District HQ. Without uninterrupted viewing facility at control room set up at Customer headquarter, the work will not be considered complete
3. The Service Provider will install IP based CCTV cameras of 2 megapixel or higher resolution at all the Centres. Cameras 1:24 Candidates will be installed in the classroom in such a way that CCTV cameras should cover each and every candidate in Class room.
4. Service Provider will install one CCTV Camera at each Centre In-Charge room and make arrangement for proper coverage at entry / exit gate & required area of concerned examination centres
5. CCTV Cameras installed at centre in-charge room, entry gate, registration area will work fulltime up to the completion of all work
6. Quality of video shall not be compromised under any circumstances
7. Sub-standard/poor quality of work in terms of infrastructure/technical manpower shall not be acceptable
8. The Service Provider will provide the internet connectivity & up linking facility without interruption for live viewing of conduct of examination centres
9. The Service Provider will provide a solution which should stream all CCTV feed videos through media streaming server so that multiple viewers could view it at single instance
10. The Service Provider agency will handover the recording of live CCTV footage after conduct of exam to Customer within 4 weeks of conduct of examination
11. The installation of CCTV should be made at least two days in advance from the scheduled date

- of examination and or in such a way that the CCTV is functional at least one day before the scheduled time of commencement of the examination and 1/2 hour after the completion of the examination. However, the capacity of storage should be at least for 12 hours per day.
12. The Service Provider will ensure that the CCTV Cameras provided work properly. during the entire duration of the examination in the Centres or as ordered
  13. One Computer screen & one screen of 17/19 inches with one technical employee at every Examination Centre should be provided for each center's control room, one computer & 4 LED screen of each 40 inches with one technical and one operational employee at district control room and minimum 10 Computer Screens and Ten 40. inches screen with 2 technical and 10 operational employees at Main Control Room.
  14. Service Provider will give Live demo one day before examination at the selected center

**C. Impersonation control through biometric authentication along with Aadhaar/IRIS and Facial recognition during OMR Based examination DV/PST**

Digital Finger-print capturing/ matching and Facial recognition of candidate by verifying Candidate's identity on real-time basis.

1. UPPRPB will provide centre-wise data (Roll numbers, Photos. Name, Exam date/shift etc.) of all registered candidates 7 days in advance in the prescribed format to the Service Provider agency. Service Provider agency will then use this data for Face recognition device and Finger-print capturing, and shall enable respective mechanism and candidate verification during the subsequent stages of the process
2. Service Provider agency will install QR code scanner integrated hand-held device of Fingerprint scanner and Face recognition along with manpower at each & every Examination centre at the time of examination. ( In case the fingerprints/Aadhaar cannot be captured, the Candidate's IRIS will be captured IRIS capacity shall be made available for up to 10% candidates per centre).
3. QR code / Bar code containing roll number on the Admit card of the candidate should be scanned/read to auto-fetch the candidate details from Application Database (provided by UPPRPB) and in case, QR/Bar code is missing on admit card. then manual entry of roll number with candidate information has to be made. Thereafter, Fingerprint of candidates and Face recognition by the Hand-held device shall be done at the entry point, In case the fingerprints cannot be captured, the Candidate's IRIS will be captured and matched.
4. RailTel Corporation of India Ltd. shall ensure the generation of Aadhaar Token / Virtual ID (in secured mode) from the Aadhaar Numbers of the concerned Candidates (who have given their consent for use of the same for authentication on voluntary basis).
5. For availing Aadhaar based authentication services joint undertaking co-signed by UPPRPB and RailTel is to be submitted to UIDAI along with the requisite fee to be paid by UPPRPB to UIDAI for becoming Sub-AUA of RailTel. This process takes normally 15 days.
6. After successfully completion of facial recognition and biometric, a hologram/Stamp will be put on admit card of candidate.
7. All activities should be completed before conclusion of the examination
8. Solution should have provision of real-time attendance monitoring system through secured web server.
9. The facial recognition should be performed in a completely stateless transaction of two images (one image provided during the online registration and the other captured on the day of the exam).
10. The Service Provider has to perform physical verification of Candidate's photo with application

database (provided by UPPRPB) at the time of security gate entry.

11. The service provider agency has to take photo of each and every candidate with displaying his admit card, inside the exam room at his/her seat during the exam.
12. After the completion of activity as per scope, the Agency will hand-over the entire captured data in HDD in a sealed manner with super scribing Exam Name along with report and forwarding letter duly signed by the Service Provider to the Customer, Data has to be submitted to department within 4 weeks of conduct exams
13. Service Provider will depute at least One Hand-held Fingerprint scanner/ Face recognition device with technical person for / on every 80 candidates during different Examination stages as & when scheduled by Customer. Additional Hand- held devices should be made available as per normal practice (10% extra) in case of emergency.
14. Service Provider will have to ensure that all the devices must be functional and has captured Fingerprint/ Photographs of each and every candidate who has appeared in the examination at each centre. In case the candidate's photograph doesn't match, Aadhar verification will be a must with in duration of candidate's written exam.
15. If the examination is conducted in one/two or more shifts in a day at a centre, the activity should be performed separately in all the shifts during the duration of examination
16. Solution should not be Laptop/PC based. It should be Hand-held device integrated with STQC approved Handheld scanner only
17. CPU configuration for running facial recognition: Sky Lake generation or later
18. Image requirements for facial recognition.
  - i. GIF, PNG, JPEG, TIFF RGB24 bpp
  - ii. Face size: at least 60 pixels between eyes and a sharp image
19. The Service Provider has to submit work completion certificate along with the center details to Customer.

#### **D. Frisking Enclosure (For Women Only)**

1. One Frisking Enclosure Per 240 Candidates and at least one at each centre.
2. Logistics. Transportation and Installation of enclosures to be Included

In case of any discrepancy or ambiguity in any clause / specification pertaining to scope of work area, the work order released by end customer organization to RailTel shall supersede and will be considered sacrosanct. (All associated clarifications, response to queries, revisions, addendum and corrigendum, associated prime service agreement (PSA)/MSA/SLA also included.) Furthermore, in case if customer negotiates scope of work/commercials at any stage, the back back to back negotiations will be held with selected bidder and any change in the scope of work/commercials shall be passed on proportionately to the selected bidder.

Bidder can participate only as a sole bidder or as a consortium of maximum two parties. Sole bidder or lead bidder of the consortium must be RailTel's empaneled partner. Sole bidder/Lead bidder in case of consortium will be responsible for all the conditions mentioned in the end customer RFP for its scope of work along with submission of EMD. Work order shall be issued to Lead bidder of consortium if consortium gets selected for the submission of commercials and execution of the work.

Special Note: RailTel may retain any portion of the work mentioned in the end organization RFP,

where RailTel has competence so that overall proposal becomes most economically viable proposal.

### **3 Response to EOI guidelines**

#### **3.1 Language of Proposals**

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

#### **3.2 RailTel's Right to Accept/Reject responses**

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

#### **3.3 EOI response Document**

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

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

#### **3.4 Period of Validity of bids and Bid Currency**

Bids shall remain valid for a period of 90 days from the date of submission of commercials to end customer.

#### **3.5 Bidding Process**

The bidding process as defined in para 3.10 & 6.

#### **3.6 Bid Earnest Money (EMD)**

- 3.6.1 Bidder shall furnish a sum as given in EOI Notice via online transfer from any scheduled bank in India in favour of "RailTel Corporation of India Limited" along with the offer. This will be called as EOI EMD.
- 3.6.2 Offers not accompanied with valid EOI Fees and EOI EMD shall be summarily rejected.
- 3.6.3 In case of bidder's offer is selected for submission of commercials to end customer, bidder has to furnish Earnest Money Deposit (if applicable) for the bid to RailTel amounting Rs. 31 Lakhs. The selected Bidder shall have to submit a Bank Guarantee against EMD in proportion to the quoted value/scope of work to RailTel.

- 3.6.4 Return of EMD for unsuccessful Bidder: EOI EMD of the unsuccessful bidder shall be returned without interest after completion of EOI process/Completion of end customer process whichever is later.
- 3.6.5 Return of EMD for successful Bidder: EOI-EMD & Earnest Money Deposit if applicable of the successful bidder will be discharged / returned as promptly as possible after the receipt of RailTel's EMD/BG from the Customer and or on receipt of Security Deposit Performance Bank Guarantee as applicable (clause no. 3.7) from bidder whichever is later.
- 3.6.6 Forfeiture of EOI EMD or EOI EMD and or Penal action as per EMD Declaration:
- a) The EOI EMD may be forfeited and or penal action shall be initiated if bidder withdraws his offer or modifies the terms and conditions of the offer during validity period.
  - b) In case of non-submission of SD/PBG (as per clause no. 3.7) lead to forfeiture of EOI EMD, EMD (balance proportionate EMD) if applicable and or suitable action as prescribed in the EMD Declaration shall be initiated as applicable

### **3.7 Security Deposit / Performance Bank Guarantee (PBG)**

- 3.7.1 In case the bidder is successful, the PBG of requisite amount proportionate to the agreed scope of the work will have to be submitted to RailTel. If required PBG amount is less than Rs. 5 Lakh, then PBG shall be paid in online cash transfer/DD by successful bidder within seven days of issue of LOI.
- 3.7.2 As per work share arrangements agreed between RailTel and bidder the PBG will be proportionately decided and submitted by the selected bidder

### **3.8 Last date & time for Submission of EOI response**

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

### **3.9 Modification and/or Withdrawal of EOI response**

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

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

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

### **3.10 Details of Financial bid for the above referred tender**



Bidder meeting eligibility criteria with lowest quoted price will be selected for submission of commercials to end customer and execution of work if RailTel is awarded the work.

### **3.11 Clarification of EOI Response**

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

### **3.12 Other terms and conditions**

- 1) In case of any discrepancy, terms and conditions mentioned in the end customer work order to RailTel shall prevail
- 2) Bidder shall be responsible for the scope of work its selected for. Any penalty against the non-performance/SLA shall be borne by bidder.
- 3) Successful bidder has to adhere to the execution timelines mentioned in the end customer work order
- 4) RailTel shall sign definitive agreement with bidder/consortium in case RailTel's commercials are successful and RailTel is awarded the work.
- 5) Variation in Quantity: Quantity may vary by +/- (increased or decreased) by 30%.

#### 4.1 Eligibility Criteria for Bidding Business Partner of RailTel:

SN	Particulars	Criteria for Tender Package
		(Mandatory Compliance & Document Submission)
<b>A)</b>	<b>Financial Conditions</b>	
i)	Sole Bidder/lead bidder in case of consortium should be registered under Companies Act, 1956 or Companies Act 2013 as amended should have at least five years of operations in India as on bid submission date.	1. Certificate of Incorporation/ Registration Certificate 2. GST Registration 3. PAN Card *in case of consortium, all the members needs to submit complying documents
ii)	Sole Bidder/(combined in case of) Consortium should have cumulative turnover of INR 54 Crores from the operations during last three financial years 2021-22, 2022-23, 2023-24.	Audited balance sheets and Profit and loss statements/ Turnover Certificate issued by the Chartered Accountant. Certificate should contain UDIN no. issued by ICAI. In case audited balance sheet/PnL statement not available for FY 23-24, provisional Balance sheet/PnL statement to be submitted.
iii)	Sole Bidder/(combined in case of) Consortium should also have a positive net worth & be profitable in each of the last 3 financial years (i. e. 2021-22, 2022-23, 2023-24).	Audited balance sheets and Profit and loss statements/ Turnover Certificate issued by the Chartered Accountant. Certificate should contain UDIN no. issued by ICAI. In case audited balance sheet/PnL statement not available for FY 23-24, provisional Balance sheet/PnL statement to be submitted.
<b>B)</b>	<b>Technical Conditions</b>	
iv)	Bidder Should have a Registered Office in Delhi/NCR	<b>Incorporation Certificate</b>
v)	Sole Bidder/Lead bidder in case of consortium should have Min of 3 Work orders of Exam Related services in Last seven Years issued by State/Central Government Agencies/PSU's and Exam Conducting Agency / Autonomous Institutions or any other organization	Documentary proof to be submitted :Copies of work order and completion certificate /certificate from customer/Copy of invoice to customer or i.e., Go-live certificate, of the respective project/Any other document for execution of services
vi)	Bidder/any member of consortium should have an experience of executing "Eligible Projects" during the last 7 (seven) financial years: ONE Eligible Project not less than Rs. 21.6 Crore (or) Two Eligible Projects with each having a project value not less than 16 Crore	Documentary proof to be submitted :Copies of work order and completion certificate /certificate from customer/Copy of invoice to customer or i.e., Go-live certificate, of the respective project/Any other document for execution of services

	<p>OR</p> <p>three Eligible Projects with each having a project value not less than 11.55 Crore</p> <p>*Eligible projects: Similar work means work/services related exam/recruitment/biometric services and other security ancillary services to any State/Central Government Agencies/PSU's and Exam Conducting Agency / Autonomous Institutions or any other organization</p>	
<b>vii)</b>	<p>Bidders should give an affidavit on 100 Rs Stamp that no Exam been Cancelled due to reasons owing to non performance/SLA of the service provider in last 7 years where the agency has provisioned services.</p>	Affidavit on 100 Rs. Non Judicial Stamp Paper
<b>C)</b>	<b>Annexures</b>	
1)	<b>Annexure 1</b>	<b>Covering Letter:</b> Self-certification duly signed by authorized signatory on company letter head.
2)	<b>Annexure 2</b>	<p>The Partner should agree to abide by all the technical, commercial &amp; financial conditions of the the EOI.</p> <p>Self-certification duly signed by authorized signatory on company letter head.</p>
3)	<b>Annexure 3</b>	An undertaking signed by the Authorized Signatory of the company letter head. The Bidder should not have been blacklisted/debarred by any Governmental/Non-Governmental Organization in India as on bid submission date for last three years. All consortium members to submit the same.
4)	<b>Annexure-4</b>	Format for Affidavit to be uploaded by sole bidder along with the tender documents.
5)	<b>Annexure-5</b>	Non-disclosure agreement with RailTel.

6)	<b>Power of Attorney</b>	<p>In case of Sole bidder: Power of Attorney/ Board Resolution in favour of one of its employees who will sign the Bid Documents.</p> <p>In case of consortium:</p> <p>1) Consortium Agreement on non judicial stamp paper of Rs. 100 and duly notarized</p> <p>2) Power of Attorney/Board resolution of consortium members authorizing</p> <p>a) Execution of consortium agreement and</p> <p>b) Appointing the authorized signatory for this purpose on non judicial stamp paper of Rs. 100 and duly notarized.</p> <p>3) Power of Attorney by all the members of consortium in favor of the lead member</p>
D	<b>Financial Quote:</b>	<p>As per Annexure-6</p> <p>This has to be submitted in password protected copy separately.</p>

#### 4.2 Technical Evaluation Criteria:

B)	Technical Conditions	Parameter	Maximum Marks
i)	Years of operations for sole bidder/Lead bidder in case of consortium.	5 Years to 10 Years	5 Marks
		10 Years to 15 Years	10 Marks
		Above 15 Years	15 Marks
2)	Bidder's Cumulative turnover for the last 3 financial years (FY 21-22, 22-23,23-24 (Joint in case of consortium)	54 Crore to 75 Cr	5 Marks
		75 to 100 Cr	7.5 Marks`
		Above 100 Cr	10 Marks
ii)	The Lead bidder shall have satisfactorily provided Ancillary Services/exam related services to online examinations/Offline Examinations in last seven years for at least 3 Government Departments / Central PSUs / State PSUs / State Govt. /Autonomous/Exam Agency/ Higher Educational Institutions / Universities etc. in last seven years.	3 customers	5 Marks
		3 to 5 Customers	10 Marks
		More than 5 Customers	15 Marks
iii)	Bidder should have required Certifications	ISO 9001	10 Marks
		ISO 27001	10 Marks
		ISO 20000	10 Marks
v)	Presentation to Technical Evaluation Committee on Technical Solution and methodology.	30 Marks	

The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, sub criteria, Essential Technical Pre-requisite criteria. A Proposal shall be rejected at this stage if it does not respond to important aspects of the EOI (including Essential Technical Pre-requisite criteria). Bidder has to submit presentation and shall be called for Presentation before Evaluation Committee if required. The bidder would present their approach and methodology of executing the assignment.

At this stage, minimum qualifying technical score (Tn) will be 70 marks out of 100. Financial Proposals of only such technically qualified bidders who have scored 70 or more marks on Technical evaluation criteria (as above) will be opened.

## 5. Bidder's Profile

The bidder shall provide the information in the below table:

SN	ITEM	Details
1.	Full name of bidder's firm	
2.	Full address, telephone numbers, fax numbers, and email address of the primary office of the organization / main / head / corporate office	
3.	Name, designation and full address of the Chief Executive Officer of the bidder's organization as a whole, including contact numbers and email Address	
4.	Full address, telephone and fax numbers, and email addresses of the office of the organization dealing with this tender	
5.	Name, designation and full address of the person dealing with the tender to whom all reference shall be made regarding the tender enquiry. His/her telephone, mobile, Fax and email address	
6.	Bank Details (Bank Branch Name, IFSC Code, Account number)	
7.	GST Registration number	

## 6. Evaluation Criteria

- 6.1 However, for determining the financial bid / Final commercial offer of a technically qualified bidder, the method of aggregate of weighted average of rates quoted for the two activities will be considered. The rate of Activity-II will be normalized by dividing it by 240. For example, if bidder quotes Rs. 2000 per enclosure per shift for activity-II, normalized rate will be derived as  $2000/240 = \text{Rs. } 8.33$  per candidate. The final bid price per candidate per shift would be calculated as sum of Activity-I + Normalized rate of activity II.

Note:

The commercial scores will be calculated as  $F_n = F_{\min} / F_b * 100$ ; where,  $F_n$  = final financial score of the bidder under consideration,  $F_b$  = Financial bid by the Bidder under consideration  
 $F_{\min}$  = Lowest Bid quoted by any bidder under consideration  
 Final Evaluation

Evaluation of Bid :- Following completion of evaluation of Technical and Financial Proposals, final

ranking of the Proposals will be determined on basis of Quality and Cost Based Selection (QCBS). 70% weightage shall be provided to Technical Score –17– (Tn) & 30% weightage shall be provided to Financial Score (Fn).

The overall score will be calculated as follows: -  $Bn = 0.70 * Tn + 0.30 * Fn$  Where Bn = overall score of bidder under consideration Tn = Technical score for the bidder under consideration Fn = financial score of the bidder under consideration The bidder with highest score shall be awarded the work.

**Bidder with the highest total score will be awarded the work**

- 6.2 RailTel reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants. The RailTel evaluation committee will determine whether the proposal/ information is complete in all respects and the decision of the evaluation committee shall be final. RailTel may at its discretion assign lead factor to the bidder as per RailTel policy for shortlisting partner against this EOI.
- 6.3 All General requirement mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable.

## **7. Payment terms**

- 7.1 RailTel shall make payment to selected bidder after receiving payment from end Customer for the agreed scope of work on back-to -back-basis. In case of any penalty or deduction made by customer for the portion of work to be done by bidder, same shall be passed on to Bidder.
- 7.2 Selected bidder shall support RailTel to submit invoices to end customer on time by providing completion certificates for its scope of work.
- 7.3 Bidder/selected partner understands that if he so selected will be treated as Bidder and not vendor in any manner. It is categorically agreed without any doubt that provision related to MSME shall not be applicable to the selected partner and payment terms shall be governed in accordance with the definitive agreement entered into with bidder.
- 7.4 Railtel shall raise the invoices to end customer as per project milestones. Successful bidder has to ensure that project milestones are met so that invoicing can be done in time bound manner.

## **8 SLA**

The selected bidder will be required to adhere to the SLA matrix as defined in the end Customer organization tender for his scope of work and the SLA breach penalty will be applicable proportionately on the selected bidder, as specified in the end Customer organization tender. The SLA scoring and penalty deduction mechanism for in-scope of work area shall be followed as specified in the tender of end customer. Any deduction by Customer from RailTel payments on account of SLA breach which is attributable to Partner will be passed on to the Partner proportionately based on its scope of work.

**Annexure I: Format for COVERING LETTER (to be submitted by sole bidder/lead partner in case of consortium)**

COVERING LETTER (To be on company letter head)

To,

RailTel Corporation of India Ltd.  
Plate-A, 6th Floor, Office Tower-2,  
NBCC Building, East Kidwai Nagar, New Delhi-110023

Dear Sir,

SUB: Participation in the EoI process

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

If our application is accepted, we undertake to abide by all the terms and conditions mentioned in the said Invitation for EoI document.

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

Authorized Signatory

Name

Designation

**Annexure II: Format for Self-Certificate & Undertaking (to be submitted by sole bidder/lead partner in case of consortium)**

Self-Certificate (To be on company letter head)

EoI Reference No:

Date:

To,

RailTel Corporation of India Ltd. Plate-A,  
6th Floor, Office Tower-2,  
NBCC Building, East Kidwai Nagar, New Delhi-110023

Dear Sir,

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

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



(for which EOI is submitted), we will submit all the forms, appendix, relevant documents etc. to RailTel that is required and desired by end Customer.

- 8) We hereby undertake to sign Non-Disclosure Agreement with RailTel on a non-judicial stamp paper of Rs. 100/- in the prescribed Format.
- 9) We undertake that we will not submit directly or indirectly out bids and techno-commercial solution/association with any other organization once selected in this EOI.

Authorized

SignatoryName &

Designation

**Annexure III: Undertaking for not Being Blacklisted/Debarred  
(to be submitted by sole bidder/all consortium members)**

<On Company letter head>

To,

RailTel Corporation of India Ltd  
Plate-A, 6th Floor, Office Tower-2,  
NBCC Building, East Kidwai Nagar, New Delhi-110023 Subject:

**Undertaking for not Being Blacklisted/Debarred**

We, Company Name, having its registered office at Address

hereby declares that that the Company has not been blacklisted/debarred by any

Governmental/ Non-Governmental organization in India for past 3 Years as on bid submission date.

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Bidder's Company Seal:

#### **Annexure IV: Format of Affidavit (to be submitted by sole Bidder/ all consortium partners)**

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

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

I..... (Name and designation)\*\* appointed as the attorney/authorized signatory of the bidder (including its constituents),

M/s\_\_\_\_\_ (hereinafter called the Bidder) for the purpose of the EOI documents for the work of \_\_\_\_\_ as per the EOI No. \_\_\_\_\_ of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the behalf of the Bidder including its constituents as under:

1. I/we the empaneled partner of RailTel, am/are signing this document after carefully reading the contents.
2. I/we the empaneled partner 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/credentialssubmitted 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 Bidder)\*\*\_\_\_\_\_ 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 aboveaffidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

Dated:  
SEAL AND SIGNAURE  
OF THE BA

Place:

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

**Annexure-V: Non-Disclosure Agreement (NDA) Format (to be submitted by sole bidder/all members in case of consortium)**

**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (this “**Agreement**”) is made and entered into on this \_\_\_\_ day of \_\_\_\_, 2023 (the “**Effective Date**”) at \_\_\_\_\_.

By and between

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

And

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

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

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

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

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

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

**1. Permitted Use.**

(a) Receiving Party shall:

(i) hold all Information received from Disclosing Party in confidence;

(ii) use such Information for the purpose of evaluating the possibility of entering into a commercial arrangement between the Parties concerning such Information; and

(iii) restrict disclosure of such Information to those of Receiving Party’s officers, directors, employees, affiliates, advisors, agents and consultants (collectively, the “**Representatives**”) who the Receiving Party, in its reasonable discretion, deems need to know such Information, and are bound by the terms and

conditions of (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement.

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

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

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

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

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

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

## **2. Designation.**

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

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

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

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

**4. Ownership of Information.** All Information remains the property of Disclosing Party and no license or other rights to such Information is granted or implied hereby. Notwithstanding the foregoing, Disclosing Party understands that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Information of the Disclosing Party. Notwithstanding anything to the contrary, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop products, or have products developed for it, that, without violation of this Agreement, compete with the products or systems contemplated by Disclosing Party's Information.

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

## **6. Return or Destruction of Information.**

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

(i) termination of this Agreement;

(ii) expiration of this Agreement; or

(iii) Receiving Party's determination that it no longer has a need for such Information.

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

**7. Injunctive Relief:** Without prejudice to any other rights or remedies that a party may have, each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of this Agreement, and that a party shall be entitled to seek the remedies of injunction, specific performance and/or any other equitable relief for any threatened or actual breach of this Agreement

**8. Notice.**

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

(i) by personal delivery, when delivered personally;

(ii) by overnight courier, upon written verification of receipt; or

(iii) by certified or registered mail with return receipt requested, upon verification of receipt.

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

**RailTel Corporation of India limited:**

Attn: \_\_\_\_\_

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

Phone: \_\_\_\_\_

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

\_\_\_\_\_:

Attn: \_\_\_\_\_

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

Phone: \_\_\_\_\_

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

**9. Term, Termination and Survivability.**

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

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

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

(i) In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and

(ii) not apply to any materials or information disclosed to it thereafter.

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

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

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

**13. Settlement of Disputes:**

- a) The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or 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.
- c) 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

## **18. 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.

## **19. 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.

## **20. 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.

## **21. 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 Limited:**

By \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_  
Name:  
Title:

Witnesses

**Annexure-VI: Financial Bid Format**

<b>SN</b>	<b>Name of activity</b>	<b>Unit Rate per candidate per shift</b>
<b>Part 1</b>		
<b>A.1</b>	<b>Live CCTV Surveillance Service During OMR based written examination and DV/PST</b>	
<b>B.1</b>	<b>Impersonation control through Aadhaar based biometric service Digital Fingerprint and Facial recognition During OMR based written examination and DV/PST</b>	
<b>Part 2</b>	<b>Name Of Activity</b>	<b>Price per enclosure per shift</b>
<b>C.1</b>	<b>Frisking enclosure installation During OMR based written examination</b>	

*Note: -*

- All the above price would be in INR only.
- The bidder has to compulsorily quote for all items failing which bid is liable to be rejected.
- GST shall be payable at prevailing rates.
- Any conditional bid would be rejected.

**Proforma for Performance Bank Guarantee**

**PERFORMANCE BANK GUARANTEE BOND**  
(On Stamp Paper of Rs. One Hundred)  
(To be used by approved Scheduled Banks)

In consideration of the RailTel Corporation of India Limited: Plate-A, 6th Floor, Office Tower-2,  
NBCC Building, East Kidwai Nagar, New Delhi-110023

1. (Herein after called RailTel) having agreed to exempt ..... (Hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement No. .... dated ..... made between ..... and ..... for (hereinafter called " the said Agreement") of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs. .... (Rs. .... only). We, .....(indicate the name of the Bank) hereinafter referred to as " the Bank") at the request of ..... Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. .... 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(s) of any of the terms or conditions contained in the said Agreement.

2. We, ..... Bank **and our local branch at New Delhi (indicate detail address of local New Delhi Branch with code no.)** 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 caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or 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. ....

3. We, ..... bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.

We, ..... Bank 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(s) and

accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the ..... (1) ..... We shall be discharged from all liability under this Guarantee thereafter.

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

This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s) Supplier(s).

**We,**the ..... Bank further agree that this guarantee shall be invocable at our place of business at ...../New Delhi (indicate detailed address of local New Delhi Branch with code no.).The branch at New Delhi is being advised accordingly.

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

Dated the                      day of                      2023

for .....

(Indicate the name of the Bank)

Witness

1. Signature  
Name
2. Signature  
Name

## **Annexure-VIII**

### **Format for Power of Attorney**

#### **POWER OF ATTORNEY**

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

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

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

(Add in the case of a Consortium)

Our firm is a Member or Lead bidder of the Consortium of \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 2023

(Signature and Name of authorized signatory)

\_\_\_\_\_

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

Seal of firm Company

Witness 1:

Witness 2:

Notes:

- a. To be executed by all the members individually.

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