

**EOI NOTICE****RAILTEL CORPORATION OF INDIA LIMITED (A Govt. of India Undertaking)****Plate-A, 6th Floor, Office Tower-2, NBCC Building,****East Kidwai Nagar, New Delhi-110023****EOI No: RCIL/EOI/COMKTG/VAB/25-26/COR-EISP/01/E-48160 Dated: 03.04.2025**

RailTel Corporation of India Ltd., (hereafter referred to as “RailTel”) invites Expression of Interest (EOI) for “Selection of Business Partner from RailTel’s Empaneled Partners for Exclusive Pre-Bid teaming arrangement to engage as an Examination Integrity Service Provider (EISP) for Monitoring Exam Related Activities for a customer of RailTel.”

The details are as under:

**SCHEDULE OF EVENTS**

1	Date of Publishing of EOI Notice	03-APR-2025
2	Last date for submission of Bids against EOI	07-APR-2025 at 11:00 Hours
3	Opening of Bids received against EOI	07-APR-2025 at 11:15 Hours
4	Number of copies to be submitted	Single Stage (Single Packet System)
5	EOI document cost- inclusive of taxes (non-refundable)	Rs. 11,800/-
6	EOI processing fee- inclusive of taxes (non-refundable)	As per eNivida Portal
7	Earnest Money Deposit (EMD)	<p><b>EMD:</b> EMD for an amount of Rs.5,00,000/- (Rupees Five Lakh Only) is to be paid along with EOI through the E-Procurement portal of RailTel i.e. <a href="https://railtel.enivida.com">https://railtel.enivida.com</a> or through online on RailTel bank account.</p> <p><b>RailTel Bank Details:</b> Union Bank of India, Account No. 340601010050446, IFSC Code - UBIN0534064.</p> <p>Bidder needs to share the online payment transfer details like UTR No. date and Bank along with the proposal.</p> <p>EMD deposited shall not bear any interest.</p>
8	Bid Submission Mode	Online on <a href="https://railtel.enivida.com">https://railtel.enivida.com</a> only.

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

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

**Contact Details for this EOI:**

Level:1 Contact: Sh. Rajnish Verma, AGM/VAB

Email: [rajnish.verma@railtelindia.com](mailto:rajnish.verma@railtelindia.com)

Contact: +91-9717644213

Level:2 Contact: Sh. Anand Singh Chandel, GM/VAB

Email: [a.chandel@railtelindia.com](mailto:a.chandel@railtelindia.com)

Contact: +91-9717644111

**Note:**

1. The EOI response is invited from eligible Empaneled partners (BA/DSP/SI) of RailTel only with valid PBG/empanelment fee with RailTel.
2. All the document must be submitted with proper indexing and page number duly signed and stamped at each page as a token of acceptance of EOI by authorized signatory of the Bidder/Partner.
3. Transfer and Sub-letting: The Business Partner has no right to give, bargain, sell, assign or sublet or otherwise dispose-off the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof, except OEM.
4. Partner can submit their responses as an individual organization only. Consortium is not allowed.
5. Bidder has to agree to comply with all technical & financial documentation including Technical certificates/others as per end-to-end requirement mentioned in the EOI.
6. The selected bidder will have to accept all Terms & Conditions of EOI and Customer RFP/Work order/Scope of Work of Customer of RailTel on back-to-back basis.
7. Any corrigendum(s) issued by RailTel against pertinent EOI shall be the part and scope of this EOI document on back-to-back basis.
8. All the clauses of the customer RFP/Work order/Scope of Work shall be applicable on back-to-back basis including payment terms. SLA/Penalty/LD etc. will be passed on to the selected vendor on back-to-back basis in full.

9. Original copy of the POA, Non-Disclosure Agreement, Undertaking and Affidavit must be submitted by the successful bidder before signing the Pre-Bid agreement.
10. The EOI not accompanied by Earnest Money as mentioned or if any of the documents submitted by the tenderers is proved to be fraudulent, the offer will be summarily rejected & EMD will be forfeited.
11. **Return of EMD for unsuccessful Bidder:** The EOI EMD/Bid Security of unsuccessful Bidders will be returned by the RailTel, without any interest, as promptly as possible after evaluation of the Bid or when the EOI Inviting Authority cancels the Bidding Process.
12. **Return of EMD for successful Bidder:** The EOI EMD/Bid Security of the successful bidder will be discharged / returned as promptly as possible after the receipt of Performance Security Deposit as per the terms of the EOI by the successful L1 bidder.
13. This is an exclusive pre-bid partnership arrangement with an empaneled business associate of RailTel for participating in the Customer requirement/RFP. The selected partner's authorized signatory has to give an undertaking they will not submit directly or indirectly their bids and techno-commercial solution/association with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid/quote to the Customer of RailTel organization by RailTel). This undertaking has to be given with this EOI response.

**RailTel Corporation of India Ltd**  
**(A Navratna PSU under Ministry of Railways)**



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

**EOI No.: RCIL/EOI/COMKTG/VAB/25-26/COR-EISP/01/E-48160 Dated: 03.04.2025**

Expression of Interest (EOI) for “Selection of Business Partner from RailTel's Empaneled Partners for Exclusive Pre-Bid teaming arrangement to engage as an Examination Integrity Service Provider (EISP) for Monitoring Exam Related Activities for a customer of RailTel.”

**Issued by:**

RailTel Corporation of India Ltd.

(A Navratna PSU under Ministry of Railways)

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

New Delhi-110023

<https://www.railtelindia.com>

### **Disclaimer**

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

**TABLE OF CONTENTS**

<b>SR. NO.</b>	<b>DESCRIPTION</b>
1.	About RailTel
2.	Background of EOI
3.	Scope of Work & Partner Selection
4.	Compliance Requirements and Eligibility Criteria for Interested Bidders
5.	Proposal Preparation and Submission Cost
6.	Amendment to EOI Document
7.	Bid Validity Period
8.	Right to Terminate the Process
9.	Language of Bid
10.	Submission of Bid
11.	Right to Accept / Reject any or all EOI Response
12.	Payment Terms
13.	Performance Bank Guarantee (PBG)
14.	Details of Commercial Bid / Financial Bid
15.	Contract duration and Variation
16.	Restriction of 'Transfer of Agreement'
17.	Suspension, Revocation or Termination of Contract / Agreement
18.	Dispute Settlement
19.	Governing Laws
20.	Statutory Compliance
21.	Intellectual Property Rights
22.	Severability
23.	Force Majeure
24.	Indemnity
25.	Limitation of Liability towards RailTel
26.	Confidentiality cum Non-disclosure
27.	Assignment
28.	Insurance
29.	Exit Management
30.	Liquidated Damages
31.	Waiver
32.	Local Content Compliance
33.	Work Execution Time
34.	Changes in Contract Agreement
35.	Annexure – 01 (Checklist of Documents for Bid Submission)
36.	Annexure – 02 (EOI COVER LETTER)
38.	Annexure – 03 (Local Content Compliance)
39.	Annexure – 04 (Commercial Bid)
40.	Annexure – 05 (Proforma for Performance Bank Guarantee)
41.	Annexure – 06 (Non-Disclosure Agreement)
41.	Annexure – 07 (Technical Compliance)
42.	Annexure – 08 (Pre-Bid Agreement)

43.	Annexure 11: FORMAT FOR AFFIDAVIT
44.	Annexure 12: Scope of Work
45.	Annexure 14: Bidder Profile
46.	Annexure 15: POA format

## **1. About RailTel**

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

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

## **2. Background of EOI**

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

RailTel intends to Participate in a tender floated by the customer of RailTel to undertake work of Monitoring Exam Related Activities under BA Policy on back-to-back basis and accordingly seeks to select a suitable partner for pre-bid teaming agreement for submitting Bid/proposal to customer of RailTel.

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

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

The indicating scope of work shall be as per the Annexure-12 for “Selection of



Business Partner from RailTel's Empaneled Partners for Exclusive Pre-Bid teaming arrangement to engage as an Examination Integrity Service Provider (EISP) for Monitoring Exam Related Activities for a customer of RailTel."

**Special Note:** RailTel may retain some portion of the work mentioned in the CoR's PO/RFP.

- 3.1 Purpose of EOI: This EOI is proposed to select a suitable partner for fulfilling the customer requirement as per Annexure-12 for Selection of Business Partner from RailTel's Empaneled Partners for Exclusive Pre-Bid teaming arrangement to engage as an Examination Integrity Service Provider (EISP) for Monitoring Exam Related Activities for a customer of RailTel
- 3.2 The present proposal seeks the turnkey solution for carrying out CoR needs. It is proposed to provide services as mentioned in Annexure-12.
- 3.3 Empaneled partners are required to submit bid (techno commercial bid) through Online on <https://railtel.enivida.com> only.
- 3.4 **Interested partners may note that this is a Single Stage-Single Packet Bid.**
- 3.5 Only those bids shall be opened, which have been submitted within the stipulated time as mentioned in this EOI document.

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

##### (A) Packet -1 (Technical Bid)

SN	Type	Description	Document Required
1	Empanelment	Bidder must be empaneled with RailTel as business associate/Business partner/ DSP/System Integrator.	Copy of Empanelment letter issued by RailTel.  Empanelment should be valid as on date of submission of bid submission date.
2	POA	The bid should be duly signed and submitted by Authorised Signatory. The bidder has to submit the notarized on Rs. 100 of non-judicial stamp paper. Power of Attorney having authorised signatory's nomination along with board resolution in favour of power	Bidder has to submit the Notarized Power of Attorney for the authorized person as per the Annexure-15

SN	Type	Description	Document Required
		of attorney.	
3	EMD payment	EMD payment	Bidder has to submit the proof of EMD payment along with the Bid.
4	Non- Black Listing	Bidder should not be backlisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body on the last date of submission of EOI	Bidder has to submit and undertaking on letterhead duly signed and stamped by authorized signatory for non black listing.
5	Land border sharing	Compliance to insertion of Rule 144(xi) in the GFR, 2017 vide office OM no. 6/18/2019-PPD dated 23-July-2020 issued by Ministry of Finance, Government of India, including revisions	Bidder has to submit undertaking.
6	No- arbitration with RailTel	There should not be any ongoing or past, arbitration case(s) between 'RailTel or Organizations under Indian Railways' and 'Interested Bidder' on the last date of submission of EOI	Bidder has to submit and undertaking on letterhead duly signed and stamped by authorized signatory for no ongoing or past, arbitration case(s) between RailTel and bidder
7	Unconditional Acceptance of EOI.	Undertaking on letter head duly signed and stamped by authorised signatory for unconditional Acceptance of the Scope of work along with all the terms & Conditions as per the EOI, corrigendum and addendum.	Bidder has to submit Undertaking on letterhead duly signed and stamped by authorised signatory for unconditional Acceptance of the Scope of work along with all the terms & Conditions of the EOI, corrigendum and addendum.
8	Turnover	The bidder should have minimum cumulative turnover from Examination based projects in the previous three financial years and the current financial year, at least Rs. 80 Crore.	Audited Balance Sheet/ CA certificate with UDIN Number.
9	Work Experience	The bidder should have executed at least 02 audit related project (related to process review/fraud prevention/fraud detection) in the government or public sector with cumulative value of at least 5 Cr in the past 3 years (FY2021-22,2022-2023,2023-2024).	Copies of purchase order (or agreement) of the projects to be provided or payment Receipt. Work completion project. Work completion Certificate shall also be provided.

SN	Type	Description	Document Required
10	Document	i. Certificate of Incorporation/ Registration Certificate ii. GST Registration iii. PAN Card	Bidder has to provide the valid document for each compliance.
11	Manpower Strength	The bidder must have at least 80 full time resources working in the organization for each of the past 3 years (FY 2021-22,2022-2023,2023 2024)	Provident fund registration or Insurance certificate/self-certified documents from HR
Annexures:			
1	Annexure – 01	CHECKLIST OF DOCUMENTS FOR BID SUBMISSION	Bidder has to submit the checklist of document submitted along with the bid
2	Annexure - 02	EOI COVER LETTER	Bidder has to submit the EOI Cover letter
3	Annexure - 03	Local Content Compliance	Bidder has to submit the local content compliance
4	Annexure – 04	Commercial Bid	Bidder has to submit the quote as per the Price Bid Format Annexure-4
5	Annexure - 05	PROFORMA FOR PERFORMANCE BANK GUARANTEE	Bidder has to submit undertaking to accept the PBG format
6	Annexure-06	Non-Disclosure Agreement	Bidder has to submit the signed copy of NDA along with bid.
7	Annexure 07	Technical Compliance	Bidder has to submit the technical compliance along with the bid
8	Annexure 08	Pre-Bid Agreement	Will be signed with the L1 bidder after evaluation of the bid
9	Annexure – 11	AFFIDAVIT form	Bidder has to submit notarized affidavit as per the format enclosed along with the bid on Rs 100 stamp paper. If the bidder has not submitted the Annexur-11, bid shall be Summarily rejected.
10	Annexure-12	Scope of the Work	Bidder has to submit the unconditional acceptance of the scope of the work.
11	Annexure-14	Bidder profile	Bidder has to submit the detail of the bidder in the format as per Annexure-14.
12	Annexure-15	Power of Attorney Format	Bidder has to submit Notarized POA on a Rs 100/- Non Judicial Stamp.
13	Exclusive Bidding	Undertaking for exclusive bidding with RailTel	Bidder has to give Undertaking that they will

SN	Type	Description	Document Required
			not submit directly or indirectly their bids and techno-commercial solution/association with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to the Customer of RailTel organization by RailTel)
Bidder who had submitted all the complied document as per the requirement of EOI shall be declared as <b>technically qualified bidders</b> .			

**(B) Packet-1 (Price Bid)** (Price bid will be evaluated for the technically qualified bidder only).

**Bidder has to quote the price bid in the format as per annexure-4 considering the complete scope of the work. Price Bid of only those bidder shall be considered who are technically qualified.**

4.1 Bid evaluation will be done based on above mentioned documents. The bidder will be selected on the lowest quote (L-1) basis for complete 'Scope of Work' as mentioned in the EOI document. The so selected partner will be termed as 'Commercially Suitable Partner (hereafter referred to as 'CSP')'

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

4.2 As of now, Eoi response from interested partners is invited considering that the selected partner will be responsible for delivering of complete 'Scope of Work'. **However, RailTel at its discretion, may take- up a certain portion / percentage of 'Scope of Work' by communicating to the CSP at any point of time during the engagement period.** (The day at which 'CSP' is declared, will mark the start of the engagement period. The period will be valid till completion of the work. The engagement period will get auto-extended to the period RailTel serves CoR for the concerned work, unless terminated earlier by RailTel as per terms and conditions mentioned in this Eoi document). In this scenario, commercial engagement with the CSP will be for that portion /

percentage only, which has not been taken by RailTel. Accordingly, resultant value of work will be derived on the basis of negotiated (in case) commercial bid of the CSP.

- 4.3 Validity of the submitted bid (technical and commercial) should be 90 days from the last date of submission of bid.
- 4.4 In case of Bidder's offer is selected for bidding, bidder has to furnish Balance Earnest Money Deposit (EMD) ( if any) for the bid to RailTel for the amount as mentioned in this EOI Notice. The selected Business Associate shall have to submit balance EMD amount to RailTel before submission of bid to Customer of RailTel.
- 4.5 RailTel will enter into a pre-bid agreement with selected L1 bidder with detailed Terms and conditions only after submission of Balance EMD payment by the selected L1 bidder.
- 4.6 Final PO to the L1 bidder shall be issued at the final accepted rate (after negotiation if any) only after receiving the PO from the Customer of RailTel against which this EOI is published.

## **5. Proposal Preparation and Submission Cost**

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

## **6. Amendment to EOI Document**

At any time prior to the deadline for submission of bids, RailTel, may, for any reason can modify the EOI document by an amendment. All the amendments made in the document would be informed by displaying on RailTel's ([www.railtelindia.com](http://www.railtelindia.com)) website and on RailTel E-Procurement portal i.e. <https://railtel.enivida.com/> only. The interested bidders are advised to visit the RailTel website and e-Nivida portal on regular basis for checking necessary updates. RailTel also reserves the rights to amend the dates mentioned in this EOI for bid process. RailTel may, at its discretion, extend the last date for receipt of EOI

response.

## **7. Bid Validity**

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

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

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

## **9. Language of Bid**

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

## **10. Submission of Bid**

- 10.1 The interested bidder should take into account all corrigendum to this EOI document that have been published before submitting their EOI response. The bid is to be submitted in the mode as mentioned in this EOI document. EOI response submitted in any other mode will not be entertained.
- 10.2 Interested bidders in their own interest are advised to submit the EOI response well in time before the last date and hence to avoid any inconvenience at the last moment.
- 10.3 An Organization / Interested Bidder can submit only 'One EOI Response'. Submission of multiple EOI Response by interested bidder(s) may lead to rejection of all of its bid.
- 10.4 Empaneled partners are required to submit their bid response through online E-procurement portal of RailTel i.e. <https://railtel.enivida.com> only. Bid document should be signed by Authorized Signatories with Company seal and stamp.

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

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

## **12. Payment Terms**

12.1. Payment will be on '**back-to-back**' basis. No Advance will be payable to Business Partner.

12.2. Payment will be released after receiving the invoice for the work / services and after RailTel has received the payment from Customer of RailTel (CoR) for the same work / services.

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

12.4. TDS will be deducted as per prevailing rates. The consideration aforementioned is all inclusive and no other amounts will be payable to the Business

Partner by RailTel on any account whatsoever, unless otherwise specifically agreed to in writing.

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

- i. GST Invoice.
- ii. PO Copy
- iii. Copy of Bank Guarantee
- iv. Satisfactory Completion Certificate from customer of RailTel.

12.6. Bill passing authority will be GM/VAB/CO and bill paying authority will be GM/Fin/CO.

### **13. Performance Bank Guarantee (PBG)**

13.1 The CSP shall at its own expense, deposit with department, within fifteen (15) days of the notification of award (done through issuance of the LOA/Purchase Order / Work Order etc.) and communicated through email, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized/ Commercial Scheduled Indian Bank as per the format enclosed in this EOI, payable on demand, for the due performance and fulfilment of the contract by the CSP. This PBG will be for an amount of '**10 (%)**' of the contract value including all taxes, failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of LOA/PO. All charges whatsoever such as premium, commission, etc. with respect to the PBG shall be borne by the CSP. Besides, if the total BG amount comes upto ₹05 Lakhs, then same may be deposited through DD/RTGS/NEFT. Along with submission of PBG, CSP needs to submit PBG issuing bank's SFMS report. The SFMS report is also to be submitted in case of renewal / extension of PBG.

13.2 The PBG shall be valid until 3 months beyond the last date of the contract period. The PBG may be discharged / returned by RailTel upon being satisfied that there has been due performance of the obligations of the CSP under the contract. However, no interest shall be payable on the PBG. In the event, CSP being unable to service the contract for whatsoever reason, RailTel would invoke the PBG at its discretion. Notwithstanding and without prejudice to



any rights whatsoever of RailTel under the contract in the matter, the proceeds of the PBG shall be payable to RailTel as compensation for any loss resulting from the CSP's failure to complete its obligations under the contract. RailTel shall notify the CSP in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the CSP is in default.

- 13.3 RailTel shall also be entitled to make recoveries from the CSP's bills, PBG or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- 13.4 If the service period gets extended by virtue of extension of same by CoR, submitted PBG should also be amended (value and period) accordingly by the CSP.
- 13.5 During the contract period, RailTel may issue Purchase Order(s) for the additional works/ services ordered by CoR (in case) to RailTel. In such scenario(s) also, Clause No. 13.1. to Clause No. 13.4. are to be followed by the CSP.
- 13.6 In case the CoR has sought PBG of the contract in the terms of Indemnity Bond from RailTel, the selected bidder has to provide the equivalent value PBG from scheduled Bank to RailTel. No Indemnity Bond from Selected Bidder will be accepted in lieu of PBG from Scheduled Bank.
- 14 Detail for online SFMS confirmation using the plate form is as below:
  - BG advising message – IFN 760COV/ IFN 767COV via SFMS
  - To mandatorily send the Cover message at the time of BG issuance.
  - IFSC Code of ICICI Bank to be used (ICIC00000007).
  - Mention the unique reference (RAILTEL6103) in field 7037.
  - Customer ID: 571916103,
  - Unique identifier for Field 7037: RCIL571916103.

#### **14. Details of Commercial Bid / Financial Bid**

- 14.1 Interested partner should submit commercial bid as per format given in the EOI.
- 14.2 The commercial bid should clearly bring out the cost of the goods/

services with detailed break-up of taxes.

- 14.3 The rates mentioned in the commercial bid of the CSP will form basis of commercial transaction between RailTel and bidder.
- 14.4 The quantity of 'Line Items' may vary at the time of placing of Purchase Order or during the Contract Period, as communicated by CoR (in case) to RailTel. In such scenarios, the 'Per Unit' cost will be considered to arrive on contractual amount between RailTel and CSP.
- 14.5 It is also possible that CoR may surrender/ increase, some or all of the quantities of service items ordered to RailTel during the contract period and accordingly the contractual amount between RailTel and CSP shall be considered, at sole discern of RailTel.

## **15. Contract Duration and Variation**

- (1) The contract duration shall be same as of CoR's contract duration with RailTel until otherwise terminated earlier. Indicative contract duration is for a period of Three (Three) Years The contract period may be extended as per the terms of contract extension from the customer of RailTel. Pre-Bid teaming Agreement will be signed with the L1 bidder. PO shall be issued after receiving the PO/LOA/Work order from the Customer of RailTel.
- (2) **Variation in Contract** : Variation if any shall be operated during the period of validity of agreement as per actual requirement of customer of RailTel with approval of Competent authority.

## **16. Restrictions on 'Transfer of Agreement'**

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

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

- 17.1 RailTel reserves the right to suspend the operation of the contract / agreement, at any time, due to change in its own license conditions or upon directions from the competent government

authorities, in such a situation, RailTel shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the contract / agreement will not be a cause or ground for extension of the period of the contract / agreement and suspension period will be taken as period spent. During this period, no charges for the use of the facility of the CSP shall be payable by RailTel.

17.2 RailTel may, without prejudice to any other remedy available for the breach of any conditions of agreements, by a written notice of One (01) month or as per CoR tender condition whichever is earlier issued to the CSP, terminate/or suspend the contract / agreement under any of the following circumstances:

- i. The CSP failing to perform any obligation(s) under the contract / agreement.
- ii. The CSP failing to rectify, within the time prescribed, any defect as may be pointed out by RailTel.
- iii. Non adherence to Service Level Agreements (SLA) which RailTel has committed to CoR for the pertinent tender.
- iv. The CSP going into liquidation or ordered to be wound up by competent authority.
- v. If the CSP is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to RailTel in writing. In that case, the written notice can be modified by RailTel as deemed fit under the circumstances. RailTel may either decide to issue a termination notice or to continue the agreement by suitably modifying the conditions, as deemed fit under the circumstances.
- vi. It shall be the responsibility of the CSP to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of contract / agreement is pending and if the Quality of Performance of Solution is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of which CSP's PBG related to contract / agreement along with PBG related to the Empanelment

Agreement with RailTel shall be forfeited, without any further notice.

- vii. Breach of non-fulfillment of contract / agreement conditions may come to the notice of RailTel through complaints or as a result of the regular monitoring. Wherever considered appropriate RailTel may conduct an inquiry either Suo- moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the successful bidder or not. The CSP shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry. In case of default by the CSP in successful implementation and thereafter maintenance of services / works as per the conditions mentioned in this EOI document, the PBG(s) of CSP available with RailTel can be forfeited.

## **18. Dispute Settlement**

- 18.1 In case of any dispute concerning the contract / agreement, both the CSP and RailTel shall try to settle the same amicably through mutual discussion / negotiations. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and Conciliation 1996 or any amendment thereof. Place of Arbitration shall be New Delhi.
- 18.2 The arbitral tribunal shall consist of the Sole Arbitrator. The arbitrator shall be appointed by the Chairman & Managing Director (CMD) of RailTel Corporation of India Ltd.
- 18.3 All arbitration proceedings shall be conducted in English.

## **19. Governing Laws**

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

## **20. Statutory Compliance**

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

this regard.

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

## **21. Intellectual Property Rights**

- 21.1 Each party i.e., RailTel and CSP, acknowledges and agree that the other party retains exclusive ownership and rights in its trade secrets, inventions, copyrights, and other intellectual property and any hardware provided by such party in relation to this contract / agreement.
- 21.2 Neither party shall remove or misuse or modify any copyright, trade mark or any other proprietary right of the other party which is known by virtue of this EOI and subsequent contract in any circumstances.

## **22. Severability**

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

## **23. Force Majeure**

- 23.1 If during the contract period, the performance in whole or in part, by other party, of any obligation under this is prevented or delayed

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

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

## **24. Indemnity**

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

warranty made by CSP or

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

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

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

25.1 The CSP liability under the contract shall be determined as per the Law in force for the time being. The CSP shall be liable to RailTel for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the CSP and its employees (direct or indirect), including loss caused to RailTel on account of defect in goods or deficiency in services on the part of CSP or his agents or any person / persons claiming through under said CSP,

However, such liability of the CSP shall not exceed the total value of the contract.

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

**26. Confidentiality cum Non-disclosure**

- 26.1 The Receiving Party agrees that it will not disclose to third party/parties any information belonging to the Disclosing Party which is provided to it by the Disclosing Party before, during and after the execution of this contract. All such information belonging to the Disclosing Party and provided to the Receiving Party shall be considered Confidential Information. Confidential Information includes prices, quotations, negotiated issues made before the execution of the contract, design and other related information. All information provided by Disclosing Party to the Receiving Party shall be considered confidential even if it is not conspicuously marked as confidential.
- 26.2 Notwithstanding the foregoing, neither Party shall have any obligations regarding non-use or non-disclosure of any confidential information which:
- a) Is already known to the receiving Party at the time of disclosure:
  - b) Is or becomes part of the public domain without violation of the terms hereof;
  - c) Is shown by conclusive documentary evidence to have been developed independently by the Receiving Party without violation of the terms hereof:
  - d) Is received from a third party without similar restrictions and without violation of this or a similar contract.
- 26.3 The terms and conditions of this contract, and all annexes, attachments and amendments hereto and thereto shall be considered Confidential Information. No news release, public announcement, advertisement or publicity concerning this contract and/or its contents herein shall be made by either Party without the prior written approval of the other Party unless such disclosure or



public announcement is required by applicable law.

- 26.4 Notwithstanding the above, information may be transmitted to governmental, judicial, regulatory authorities, if so, required by law. In such an event, the Disclosing Party shall inform the other party about the same within 30 (thirty) Days of such disclosure.
- 26.5 This Confidentiality and Non- Disclosure clause shall survive even after the expiry or termination of this contract.

## **27. Assignment**

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

## **28. Insurance: Not Applicable.**

## **29. Exit Management**

### **29.1 Exit Management Purpose**

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

### **29.2 Confidential Information, Security and Data: CSP will promptly, on the commencement of the exit management period, supply to RailTel or its nominated agencies the following (if asked by RailTel in writing):**

- a) Information relating to the current services rendered and

performance data relating to the performance of the services; documentation relating to the project, project's customized source code (if any); any other data and confidential information created as part of or is related to this contract;

- b) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RailTel and its nominated agencies, or its replacing vendor to carry out due diligence in order to transition the provision of the services to RailTel or its nominated agencies, or its replacing vendor (as the case may be).

29.3 Employees : Promptly on reasonable request at any time during the exit management period, the CSP shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide RailTel a list of all employees (with job titles and communication address), dedicated to providing the services at the commencement of the exit management period; To the extent that any Transfer Regulation does not apply to any employee of the CSP, RailTel or the replacing vendor may make an offer of contract for services to such employees of the CSP and the CSP shall not enforce or impose any contractual provision that would prevent any such employee from being hired by RailTel or any replacing vendor.

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

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

**30. Liquidated Damages**

- If the successful bidder fails to execute the work within the time specified in this EOI or within the period of extension granted, RailTel may deduct penalty at the rate of 0.5% on per week or part thereof on the uncompleted portion of work (rounded off to the nearest whole number) for the actual delay, if delay is on successful bidder account, occasioned beyond the appointed time by which the work shall have been completed under the contract.
- The total value of LD/penalty shall be deducted from the vendor bills as deducted by the Customer of RailTel (CoR) on back-to-back basis.
- If the total value of penalty on account of delay in implementation exceeds 10%, RailTel will be within its rights to terminate the contract.

**31. Waiver**

Except as otherwise specifically provided in the contract, no failure to exercise or delay in exercising, any right, power or privilege set forth in the contract will operate as a waiver of any right, power or privilege.

**32. Local Content Compliance:**

- a) Only 'Class-I local supplier' and Class-II local supplier', as defined under the order no.- P-45021/2/2017 -PP (BE-II) dt. 4th June 2020 issued by Ministry of Commerce and Industry and reiterated by Railway Board Order no.- 2020/RS (G)/779/2 dt.12.06.2020, shall be eligible to bid in this EOI. Subsequent OM no. P-45021 dt.21.06.2017, PP-(BE-II) (E-1588) dt. July 27, 2020, OM No. P-45021/130/2020PP(BE-II)(E-435185) dt. July 9, 2020, OM No. P-45021/2/2017-PP(BE-II) dated September 16, 2020 of Ministry of Commerce and Industry shall also be applicable.
- b) 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% , as defined in the aforesaid order.
- c) 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50% , as defined in the aforesaid order.
- d) 'Non local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to or 20%, as defined in the aforesaid order. Any offer submitted entity

shall not be considered.

- e) The margin of Purchase Preference to 'Class-I local supplier' shall be 20%, 'Class-II local supplier', 'Non local supplier' shall not be eligible for any purchase preference in this EOI.

i. **The Subject EOI is not divisible in nature and the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non local supplier'. Class-II local supplier' will not get any purchase preference.**

ii. The procedure to be followed in this EOI shall be as per para 3 A (c) of the aforesaid order.

iii. Verification of local content:- The bidders are required to furnish required certificate as defined in Para-9 of the order no.- P-45021/2/2017-PP (BE-II) dt. 4th June 2020. Submission of the requisite certificate as defined in Para-9 as mentioned above is mandatory.

**33. Work Execution Time:**

Bidder has to execute the work as per the terms & conditions mentioned in the customer scope of work document immediately from the date of Advance LOA/Purchase order.

**34. Changes in Contract Agreement**

No modification of the terms and conditions of the Contract Agreement shall be made except by written amendments signed by the both CSP and RailTel. If any condition is changed by the Customer of RailTel, the same shall be applicable on back to back basis to Selected Bidder.

.....

## Annexure – 01

**CHECKLIST OF DOCUMENTS FOR BID SUBMISSION**

<b>SN</b>	<b>Type</b>	<b>Description</b>	<b>Page No.</b>
1	Empanelment	Bidder must be empaneled with RailTel as business associate/Business partner/ DSP/System Integrator.	
2	POA	The bid should be duly signed and submitted by Authorised Signatory. The bidder has to submit the notarized on Rs. 100/- non-judicial stamp paper. Power of Attorney having authorised signatory's nomination along with board resolution in favour of power of attorney as per format Annexure-15.	
3	EMD	EMD payment detail	
4	Non- Black Listing	Bidder should not be backlisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body on the last date of submission of EOI	
5	Land border sharing	Compliance to insertion of Rule 144(xi) in the GFR, 2017 vide office OM no. 6/18/2019-PPD dated 23-July-2020 issued by Ministry of Finance, Government of India, including revisions	
6	No- arbitration with RailTel	There should not be any ongoing or past, arbitration case(s) between 'RailTel or Organizations under Indian Railways' and 'Interested Bidder' on the last date of submission of EOI	
7	Unconditional Acceptance of EOI.	Undertaking on letter head duly signed and stamped by authorised signatory for unconditional Acceptance of the Scope of work along with all the terms & Conditions as per the EOI, corrigendum and addendum.	
8	Turnover	The bidder should have minimum cumulative turnover from Examination based projects in the previous three financial years and the current financial year, at least Rs. 80 Crore.	
9	Work Experience	The bidder should have executed at least 02 audit related project (related to process review/fraud prevention/fraud detection) in the government or public sector with cumulative value of at least 5 Cr in the past 3 years (FY2021-22,2022-2023,2023-2024).	
10	Document	i. Certificate of Incorporation/ Registration Certificate ii. GST Registration	

SN	Type	Description	Page No.
		iii. PAN Card	
11	Manpower Strength	The bidder must have at least 80 full time resources working in the organization for each of the past 3 years (FY 2021-22,2022-2023,2023 2024)	
<b>Annexures:</b>			
1	Annexure – 01	CHECKLIST OF DOCUMENTS FOR BID SUBMISSION	
2	Annexure - 02	EOI COVER LETTER	
3	Annexure - 03	Local Content Compliance	
4	Annexure – 04	Commercial Bid	
5	Annexure - 05	PROFORMA FOR PERFORMANCE BANK GUARANTEE	
6	Annexure-06	Non-Disclosure Agreement	
7	Annexure 07	Technical Compliance	
8	Annexure 08	Pre-Bid Agreement	
9	Annexure-11	AFFIDAVIT form	
10	Annexure-12	Scope of the Work	
11	Annexure-14	Bidder Profile	
12	Annexure-15	Power of Attorney Format	
13	Exclusive	Undertaking for Exclusive bidding with RailTel	

**Note:**

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

Signature of Authorised Signatory

Name:

Designation:

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

Eoi Ref No.: \_\_\_\_\_

Dated: XX-XX-XXXX

To,

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

Dear Sir,

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

Signature of Authorised Signatory

Name:

Designation:

**Local Content Compliance  
(On Organization Letter Head)**

Eol Ref No.: \_\_\_\_\_ Date: XX-XX-XXXX

To,

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

Dear Sir,

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

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

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

Signature of Authorised Signatory

Name:

Designation:



## Commercial Bid

Note: Prices should exclude all applicable statutory taxes / levies. However, they should be shown separately at current rates. These will be paid additionally at the rates applicable at the time of raising of Invoice.

The rates are for full part of the exam and if some part is to be supplemented / diluted than the same can be negotiated at appropriate time.

To,							
General Manager (VAB), Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023							
EOI NO. RCIL/EOI/COMKTG/VAB/25-26/COR-EISP/01/E-48160 Dated: 03.04.2025							
Name Of Work:- "Selection of Business Partner from RailTel's Empaneled Partners for Exclusive Pre-Bid teaming arrangement to engage as an Examination Integrity Service Provider (EISP) for Monitoring Exam Related Activities for a customer of RailTel."							
Name of Company/Firm		M/s					
SN	Activity	Rate Variable	Illustrative quantity per exam (up to)	Bid Amount (INR) – In figures without tax	Tax %	Bid Amount (INR) – In figures with Tax	Bid Amount (INR) – In words ( Incl. Tax)
1	Pre exam image analysis of candidates along with one-year historic data	Per registered candidate	100000				
2	Pre exam forensic data analysis on application data of candidates	Per registered candidate	100000				
3	Exam centre infra review (pre exam) and process review at exam centre (during exam)	Per person per day per Centre	20				
4	During exam CCTV analysis using AI	Per camera per shift	300				
5	During exam face check at exam centre using technology	Per appeared candidate	100000				
6	Post exam log analysis, Image analysis and SLA monitoring.	Per appeared candidate	50000				
7	Post exam review of CCTV using AI	Per camera per shift	300				
Final Total cost							
<p>Note: -</p> <p>(1) If the quantity per exam increases by 25% then bidder will be paid quoted price minus 10% on account of volume discount.</p> <p>(2) If the quantity per exam increases by 50% then bidder will be paid quoted price minus 25% on account of volume discount</p> <p>(3) If the quantity per exam increases by 75% then bidder will be paid quoted price minus 35% on account of volume discount</p> <p>(4) If the quantity per exam increases by &gt;or = 100% then bidder will be paid quoted price minus 50% on account of volume discount.</p> <p>(5)</p> <p>a) Price should be written both in figures and words.</p> <p>b) Lowest Commercial bid will be determined based on total amount quoted in table of the Commercial bid.</p> <p>c) The bidder will have to substantiate the taxes and levies claimed by him in each bill. The bidders will be required to provide documentary evidence of the rates of tax as applicable on the basic unit cost quoted at the time of claiming payment.</p> <p>d) If the bidder quotes 'Nil' charges/ considerations, the bid shall be treated as unresponsive and will not be considered. Also '0' (Zero) value should not be entered against any item.</p> <p>e) If there is any discrepancy between rates quoted in figures and words, the rates quoted in words will prevail.</p>							

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

To,

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

1. In consideration of the RailTel Corporation of India Limited (CIN : L64202DL2000GOI107905), having its registered office at Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi – 110023 (herein after called “RailTel”) having agreed to exempt..... (CIN: ..... ) having its registered office at ..... (hereinafter called “the said Contractor”) from the demand, under the terms and conditions of Purchase Order No. dated..... made between RailTel and ..... for (hereinafter called “the said Agreement”) of security deposit for the due fulfilment by the said Contractor of the terms and condition contained in the said Agreement, or production of a Bank Guarantee for Rs. .... ( Rs..... Only). We ..... (indicate the name and address and other particulars of the Bank) (hereinafter referred to as ‘the Bank’) at the request of contractor do hereby undertake to pay RailTel an amount not exceeding Rs. .... ( Rs ..... Only) against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Agreement.
2. We, ..... the Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage by the said Contractor of any of terms or conditions contained in the said Agreement by reason of the Contractor’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs ..... ( Rs ..... Only).
3. We, ..... the Bank undertake to pay the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
4. We, ..... the Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid 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 effect of so relieving us.

This Guarantee will not be discharge due to the change in the constitution of the Bank or the Contractor. (Indicate the name of Bank ..... ) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of RailTel in writing.

Dated the ..... Day of ..... 2025 for (Name of Bank)

In the presence of Witnesses:

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

**Encl: SFMS PBG Report**

**Annexure-06**

**NON-DISCLOSURE AGREEMENT**  
**(On Non-Judicial Stamp Paper of Rs. 100)**

This Non-Disclosure Agreement (this "Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20XX (the "Effective Date") at \_\_\_\_\_.

By and between

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

And

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

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

WHEREAS, RailTel and \_\_\_\_\_, each possesses confidential and proprietary information

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

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

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

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

**1. Permitted Use.**

**a) Receiving Party shall:**

- i. hold all Information received from Disclosing Party in confidence;
- ii. use such Information for the purpose of evaluating the possibility of entering into a commercial arrangement between the Parties concerning such Information; and
- iii. restrict disclosure of such Information to those of Receiving Party's officers, directors, employees, affiliates, advisors, agents and consultants (collectively, the "Representatives") who the Receiving

Party, in its reasonable discretion, deems need to know such Information, and are bound by the terms and conditions of (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement.

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

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

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

## **2. Designation.**

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

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

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

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

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

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

6. Return or Destruction of Information.

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

- i. termination of this Agreement;
- ii. expiration of this Agreement; or

- iii. Receiving Party's determination that it no longer has a need for such Information.
  - b) Upon request of Disclosing Party, Receiving Party shall certify in writing that all Information received by Receiving Party (including all copies thereof) and all materials containing such Information (including all copies thereof) have been destroyed.
7. Injunctive Relief: Without prejudice to any other rights or remedies that a party may have, each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of this Agreement, and that a party shall be entitled to seek the remedies of injunction, specific performance and/or any other equitable relief for any threatened or actual breach of this Agreement
8. Notice.
- a) Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated:
    - i. by personal delivery, when delivered personally;
    - ii. by overnight courier, upon written verification of receipt; or
    - iii. by certified or registered mail with return receipt requested, upon verification of receipt.
  - b) Notice shall be sent to the following addresses or such other address as either Party specifies in writing.  
RailTel Corporation of India limited:  
Attn:  
Address:  
Phone:  
Email.:  
Attn:  
Address:  
Phone:  
Email
9. Term, Termination and Survivability.
- a) Unless terminated earlier in accordance with the provisions of this agreement, this Agreement shall be in full force and effect for a period of      years from the effective date hereof.
  - b) Each party reserves the right in its sole and absolute discretion to terminate this Agreement by giving the other party not less than 30 days' written notice of such termination.
  - c) Notwithstanding the foregoing clause 9(a) and 9 (b) , Receiving Party agrees that its obligations, shall:
    - i. In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and
    - ii. not apply to any materials or information disclosed to it thereafter.
10. Governing Law and Jurisdiction. This Agreement shall be governed in all respects solely and exclusively by the laws of India without regard to its conflicts of law principles. The Parties hereto expressly consent and submit themselves to the jurisdiction of the courts of New Delhi.
11. Counterparts. This agreement is executed in duplicate, each of which shall be deemed to be the original and both when taken together shall be deemed to form a single agreement
12. No Definitive Transaction. The Parties hereto understand and agree that no contract or agreement with respect to any aspect of a potential transaction between the Parties shall be deemed to exist unless and until a definitive written

agreement providing for such aspect of the transaction has been executed by a duly authorized representative of each Party and duly delivered to the other Party (a "Final Agreement"), and the Parties hereby waive, in advance, any claims in connection with a possible transaction unless and until the Parties have entered into a Final Agreement.

13. Settlement of Disputes:

- a) The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or
- b) consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.
- c) In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.

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

15. CONFIDENTIALITY OF NEGOTIATIONS

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

16. REPRESENTATION

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

17. ASSIGNMENT

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

18. EMPLOYEES AND OTHERS

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

such persons or entities.

**19. NO LICENSE**

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

**20. RELATIONSHIP BETWEEN PARTIES:**

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

**21. UNPULISHED PRICE SENSITIVE INFORMATION (UPS)** 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 (UPS) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel

**22. MISCELLANEOUS.**

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

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

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

Witnesses: 1

Witnesses: 2



**Annexure 7****Technical Compliance**

Eol Ref. No.: \_\_\_\_\_ Date: XX-XX-XXXX

Business Associates are requested to mention the details of compliance of Scope of the work.

<b>S.No.</b>	<b>Scope Item</b>	<b>Specification as per technical Document</b>	<b>Compliance sheet</b>
<b>A</b>	<b>B</b>	<b>C</b>	<b>F</b>
1	As per Scope of Work	As per Scope of the work	To be filled by Bidder
2			
3			
4			
5			

Signature of Authorised Signatory

Name:

Designation:

This Pre-Bid Agreement (the “Agreement”) is made at New Delhi 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 FIRST PART.

AND

M/s. \_\_\_\_\_, (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 "Navratna" CPSU of Ministry of Railways, having exclusive right of way along Indian Railways and has created an OFC backbone and associated transport and network infrastructure to provide carrier class telecom services. RailTel has Unified License issued by DoT to provide a range of telecom services. RailTel also has two tier III certified data Centre's at Secunderabad 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 centre services like IaaS (Infrastructure as a Service) and PaaS (Platform as a Service).

### B. (DETAILS OF SECOND PART)

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

D. RailTel is in the process of participating in the tender issued by Customer of RailTel, complete details of which have deliberately not been shared with XXXX and

XXXX has waived its right to get the RFP document of Customer of RailTel owing to confidentiality concern raised by the Customer of RailTel. However, a limited scope of work on 'need to know Basis' and as detailed in clause 1.7 below, which will be carried out by XXXX has been shared with XXXX and based on the representation of "XXXX" that "XXXX" has read the said limited Scope of Work and has understood the contents thereof and that "XXXX" has sufficient experience to execute the said limited and defined scope of work, the Parties have mutually decided to form a "Business association" wherein RailTel shall act as the "Bidder" and "XXXX" shall act as the "business associate" in terms of the said Tender and in accordance to the terms agreed hereunder;

E. RailTel shall submit Rupees YYYY as BG against pre integrity pact at the time of submission of bid as an Integrity Pact bank guarantee to Customer of RailTel 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 Customer of RailTel. (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. In words) from M/s \_\_\_\_\_ 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. \_\_\_\_\_, earnest money deposit/ EMD declaration (whichever is applicable) and performance bank guarantee to Customer of RailTel and accordingly "\_\_\_\_\_" shall submit to RailTel, BG amounting to Rs. \_\_\_\_\_ as the earnest money deposit. Further, \_\_\_\_\_ shall also pay the performance bank guarantee in proportionate to the extent of its defined scope of work.
- 1.6 RailTel may further retain some portion of the work mentioned in the end organization's RFP, where RailTel has competence so that overall proposal

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

4. Liability:

It is understood that the parties are entering into this pre-bid teaming agreement for requirement of submission of bid against the RFP/Other way of seeking rate by Customer of RailTel for Implementation of Network Security System and Integration for Customer of RailTel 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 Customer of RailTel 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 Customer of RailTel.

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

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

8.2 \_\_\_\_\_ 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 Customer of RailTel or any other cost or losses incurred due to default/nonperformance on part of XXXX.

## 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. with regard to any accidents, injury or the

liability under the Employee Compensation Act.

9.2 Parties shall observe and be responsible for the compliance of all labour laws (including labour Cess) as per government notifications and shall maintain necessary records for the same and shall submit the same to RailTel when so required.

9.3 Parties shall duly maintain all records / registers required to be maintained by them under various labour laws mentioned above and shall produce the same before the concerned Statutory Authorities whenever required and called upon to do so.

## 10. LEGAL STATUS

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

## 11. REPRESENTATIONS AND COVENANTS

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

11.1.1 That it has full capacity, power and authority and has obtained all requisite consents and approvals to, enter into and to observe and perform this Agreement and to consummate the transactions contemplated hereunder. Each of the Persons / personnel executing this Agreement on behalf of the each of the Parties have full capacity and authority to sign and execute this Agreement on behalf of the respective Parties;

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

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

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

## 12. SUBCONTRACTING BETWEEN PARTIES

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

## 13. GOVERNING LAW AND JURISDICTION

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

## 14. GOOD FAITH NEGOTIATION AND DISPUTE RESOLUTION

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

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

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

## 15. FORCE MAJEURE

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

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

The Party affected by Force Majeure Event shall promptly inform the other Party in writing and shall furnish within 30 (thirty) days thereafter, sufficient proof of the occurrence and expected duration of such Force Majeure Event. The Party affected by Force Majeure Event shall also use all reasonable endeavor 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 authorisation of such third party. The Parties further vouchsafes that the foregoing undertaking is actuated by truth and accuracy and no misrepresentation is being put into use for inducing each other to enter into this agreement.

## 17. CONFIDENTIALITY

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

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



dissemination or publication of such Confidential Information, as the receiving party uses to protect its own confidential information of like nature.

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

17.3.1 Already known by the receiving party prior to disclosure;

17.3.2 Publicly available through no fault of the receiving party;

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

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

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

17.3.6 Disclosed under operation of law;

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

17.4 \_\_\_\_\_ 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

17.5 Notwithstanding anything contained in this agreement, \_\_\_\_\_ undertakes, agrees and acknowledges that being RailTel's Business Associate, \_\_\_\_\_ shall maintain utmost confidentiality in relation to said Project. \_\_\_\_\_ 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 \_\_\_\_\_ strictly confidential and \_\_\_\_\_ 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: General Manager-Value Added Business

Address: Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 Tel No.: +91 11 22900600, Email: a.chandel@railtelindia.com

To \_\_\_\_\_

To: \_\_\_\_\_

Kind Attn: \_\_\_\_\_ Address: \_\_\_\_\_  
Mob. No.: \_\_\_\_\_ Email: \_\_\_\_\_

## 19. AMENDMENT

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

## 20. PRIOR UNDERSTANDING

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

## 21. GENERAL

- 21.1 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the Parties here to and their respective legal successors.
- 21.2 Counterparts: This Agreement may be executed simultaneously in 2 (two) counterparts, each of which shall be deemed to be original and all of which together shall constitute the same Agreement.
- 21.3 Non-Partnership:
  - 21.3.1 This Agreement shall be on a principal-to-principal basis and shall not create any principal-agent relationship between the Parties.
  - 21.3.2 Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties or otherwise entitle either Party to have an authority to bind the other Party for any purpose.
- 21.4 Severability: In the event any provision of this agreement is held invalid or un-enforceable by a court of competent jurisdiction, such provision shall be considered separately, and such determination shall not invalidate the other provisions of this agreement and annexure/s which will be in full force and effect.
- 21.5 Waiver: A failure by any Party to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time.
- 21.6 Time is of essence: Time is the essence of this agreement and the Parties herein agree and acknowledge to abide by the same.

## 22. Miscellaneous

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

obligations expressly declared herein.

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

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

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

For RailTel Corporation Of India Limited

Authorised Signatory

Name:

Designation:

In Presence of witness:

Signature:

Name:

Address:

For \_\_\_\_\_

Authorised Signatory

Name:

Designation:

Signature:

Name:

Address:

**Annexure 11**

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

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

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

1. I/we the BA (s), am/are signing this document after carefully reading the contents.
2. I/we the BA(s) also accept all the conditions of the EOI and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the EOI documents from RailTel website [www.railtelindia.com](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.

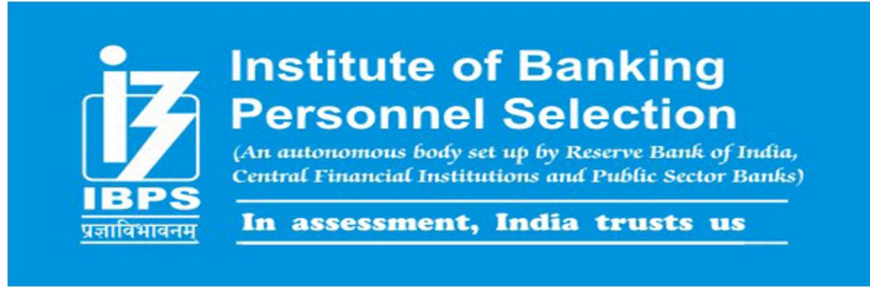
**Scope of Work:**

**Sub:** Selection of Business Partner from RailTel's Empaneled Partners for Exclusive Pre-Bid teaming arrangement to engage as an Examination Integrity Service Provider (EISP) for Monitoring Exam Related Activities for a customer of RailTel.

Customer Tender Reference No. Tender Reference Number: IBPS/RFP-ONE/2025/001-A dated 20th March 2025 for RFP To Engage an Examination Integrity Service Provider (EISP) for Monitoring Exam Related Activities

Bidder has to execute the work as per the detail mentioned in the customer floated tender.

Final PO to the selected bidder shall be issued only after receipt of the work order from the customer o RailTel.



# ***REQUEST FOR PROPOSAL To***

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## ***Engage an Examination Integrity Service Provider (EISP) for Monitoring Exam Related Activities***

***Tender Ref. No: - IBPS/RFP-ONE/2025/001-A dated 20th March 2025***

***Institute of Banking Personnel Selection  
IBPS House, 90 feet, D.P. Road,  
Near Thakur Polytechnic College,  
Off Western Express Highway,  
Kandivali (East)  
Mumbai – 400 101.  
Website: [www.ibps.in](http://www.ibps.in)***

## **Disclaimer**

The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidder or applicants whether verbally or in documentary form by or on behalf of Institute of Banking Personnel Selection (IBPS), is provided to the bidder on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by IBPS to any parties other than the applicants who are qualified to submit the Bids ("Bidders"). The purpose of this RFP document is to provide Bidder with information to assist the formulation of their proposals. This RFP document does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice. IBPS makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP document. IBPS may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

# Contents

<b>DISCLAIMER .....</b>	<b>2</b>
<b>SECTION 1 – – BID SCHEDULE AND ADDRESS.....</b>	<b>6</b>
<b>SECTION 2 – INTRODUCTION.....</b>	<b>8</b>
2.1 ABOUT IBPS .....	8
2.2 CURRENT PROCESS OF CANDIDATE REGISTRATION .....	8
2.3 CURRENT PROCESS OF CONDUCTING ON-LINE TEST .....	8
2.4 OBJECTIVE OF THIS RFP .....	9
2.5 COST AND AVAILABILITY OF THE RFP.....	9
2.6 DUE DILIGENCE .....	9
2.7 OWNERSHIP OF THIS RFP .....	9
<b>SECTION 3 – SCOPE OF WORK .....</b>	<b>10</b>
3.1 BROAD SCOPE OF WORK .....	10
3.2 Pre Exam Phase .....	10
3.3 During Exam Phase .....	11
3.4 Post Exam Phase .....	13
3.5 Responsibility of bidder .....	14
3.6 Expected Volume .....	14
3.7 Tenure of Contract .....	14
3.8 Single point of Contact.....	15
3.9 Dedicated team at IBPS .....	15
<b>SECTION 4 – MANDATORY ELIGIBILITY CRITERIA.....</b>	<b>16</b>
4.1 PRE-REQUISITE .....	16
4.2 ELIGIBILITY CRITERIA .....	16
4.3 ELIGIBILITY CRITERIA RESPONSE SHEET .....	17
<b>SECTION 5 – INSTRUCTION TO BIDDERS .....</b>	<b>18</b>
<b>A. THE BIDDING DOCUMENT .....</b>	<b>18</b>
5.1 RFP .....	18
5.2 COST OF BIDDING.....	18
5.3 CONTENT OF BIDDING DOCUMENT .....	18
5.4 CLARIFICATIONS OF BIDDING DOCUMENTS .....	18
5.5 PRE-BID MEETING .....	19
5.6 AMENDMENT OF BIDDING DOCUMENTS .....	19
<b>B. PREPARATION OF BID .....</b>	<b>20</b>
5.7 BID PRICE AND PENALTY .....	20
5.8 EARNEST MONEY DEPOSIT (EMD)/Bid SECURITY .....	20
5.9 RETURN OF EMD .....	20
5.10 FORFEITURE OF EMD .....	20
5.11 PERIOD OF VALIDITY OF BIDS .....	21
5.12 EXTENSION OF PERIOD OF VALIDITY.....	21
5.13 FORMAT OF BID .....	21
5.14 SIGNING OF BID .....	21
<b>C. SUBMISSION OF Bid .....</b>	<b>21</b>
5.15 3-ENVELOPE BIDDING PROCESS .....	21
5.16 CONTENTS OF THE 3 ENVELOPES .....	22



5.17 BID SUBMISSION.....	23
5.18 BID CURRENCY.....	23
5.19 BID LANGUAGE .....	23
5.20 REJECTION OF BID.....	23
5.21 DEADLINE FOR SUBMISSION .....	23
5.22 EXTENSION OF DEADLINE FOR SUBMISSION OF BID .....	23
5.23 LATE BID.....	24
5.24 MODIFICATIONS AND WITHDRAWAL OF BIDS .....	24
5.25 RIGHT TO REJECT, ACCEPT/CANCEL THE BID .....	24
5.26 RFP ABANDONMENT.....	24
5.27 BID EVALUATION PROCESS .....	24
5.28 NUMBER OF BIDS.....	24
5.29 CONTACTING IBPS.....	24
<b>SECTION 6 – BID OPENING .....</b>	<b>25</b>
6.1 OPENING OF BIDS.....	25
6.2 OPENING OF ELIGIBILITY BIDS .....	25
6.3 OPENING OF TECHNICAL BIDS .....	25
6.4 OPENING OF COMMERCIAL BIDS .....	25
<b>SECTION 7 – BID EVALUATION.....</b>	<b>26</b>
7.0 MANDATORY ELIGIBILITY CRITERIA.....	26
7.1 PRELIMINARY EXAMINATION OF TECHNICAL BIDS .....	26
7.2 EVALUATION OF TECHNICAL BIDS.....	26
7.3 TECHNICAL SCORING MATRIX CRITERIA (TSMc):.....	27
7.4 TECHNICAL PROPOSAL .....	29
7.5 EVALUATION OF COMMERCIAL BIDS.....	30
7.6 COMMERCIAL SCORING MATRIX CRITERIA.....	31
7.7 SUCCESSFUL EVALUATED BIDDERS.....	32
<b>SECTION 8 – TERMS AND CONDITIONS .....</b>	<b>33</b>
8.1 SIGNING OF CONTRACT.....	33
8.2 PERFORMANCE BANK GUARANTEE .....	33
8.3 COMPLETION OF THE TASK.....	33
8.4 PAYMENT TERMS.....	33
8.5 TAXES AND DUTIES .....	33
8.6 PRICE .....	34
8.7 SLA.....	34
8.8 Penalty.....	34
8.9 SUPPORT & MAINTENANCE.....	35
8.10 OBSERVATION OF LAWS .....	35
8.11 INTELLECTUAL PROPERTY .....	35
8.12 CONFIDENTIALITY .....	35
8.13 INDEMNITY .....	36
8.14 TERMINATION OF CONTRACT.....	36
8.15 FORCE MAJEURE.....	36
8.16 ORDER CANCELLATION.....	36
8.17 JURISDICTION .....	37
8.18 ADDRESSES FOR NOTICES .....	37

<b>ANNEXURE E1 - BIDDER'S LETTER FOR EMD/BID SECURITY .....</b>	<b>39</b>
<b>ANNEXURE E1(A) - BIDDER'S LETTER FOR BID COST.....</b>	<b>40</b>
<b>ANNEXURE E2 - BID SECURITY (BANK GUARANTEE).....</b>	<b>41</b>
<b>ANNEXURE E3 - BID OFFER FORM (WITHOUT PRICE) .....</b>	<b>42</b>
<b>ANNEXURE E4 - BIDDER'S INFORMATION .....</b>	<b>44</b>
<b>ANNEXURE E5-DECLARATION REGARDING APPLICATION .....</b>	<b>45</b>
<b>ANNEXURE E6 – COMPLIANCE TO MANDATORY ELIGIBILITY CRITERIA .....</b>	<b>46</b>
<b>ANNEXURE E7 – DECLARATION FOR ACCEPTANCE OF RFP TERMS AND CONDITIONS.....</b>	<b>47</b>
<b>ANNEXURE E8 – DECLARATION FOR ACCEPTANCE OF SCOPE OF WORK.....</b>	<b>48</b>
<b>ANNEXURE E9 – FORMAT POWER OF ATTORNEY .....</b>	<b>49</b>
<b>ANNEXURE E10 – OTHER UNDERTAKINGS .....</b>	<b>50</b>
<b>ANNEXURE E11 – UNDERTAKING ON PATENT RIGHTS .....</b>	<b>51</b>
<b>ANNEXURE E12 –UNDERTAKING ON PRICING OF ITEMS OF TECHNICAL RESPONSE .....</b>	<b>52</b>
<b>ANNEXURE E13 – UNDERTAKING ON SERVICE LEVEL COMPLIANCES .....</b>	<b>53</b>
<b>ANNEXURE T1 – TECHNICAL SCORE MATRIX.....</b>	<b>54</b>
<b>PROJECT DONE DETAILS.....</b>	<b>56</b>
<b>ANNEXURE T2 - DECLARATION REGARDING CLEAN TRACK BY BIDDER.....</b>	<b>57</b>
<b>ANNEXURE T3 - CLIENT DETAILS.....</b>	<b>58</b>
<b>ANNEXURE T4 – PROJECT PLAN .....</b>	<b>59</b>
<b>ANNEXURE T5 – SHORT DESCRIPTION .....</b>	<b>60</b>
<b>ANNEXURE – T6 NON-DISCLOSURE AGREEMENT .....</b>	<b>61</b>
<b>ANNEXURE – T7 MASK PRICE BID (WITHOUT PRICE) .....</b>	<b>63</b>
<b>ANNEXURE – T8 QUALITY ASSURANCE GROUP .....</b>	<b>65</b>
<b>SECTION 10 – ANNEXURES TO BE PUT IN ENVELOPE 'C' .....</b>	<b>66</b>
<b>ANNEXURE C1- COMMERCIAL BID FORM .....</b>	<b>66</b>
<b>ANNEXURE – C2 COMMERCIAL BID .....</b>	<b>67</b>
<b>SECTION – 11 DOCUMENTS TO BE SUBMITTED BY THE SELECTED BIDDER AFTER NOTICE OF AWARD</b>	
<b>ANNEXURE - 1 DRAFT PERFORMANCE SECURITY GUARANTEE.....</b>	<b>69</b>
<b>END OF DOCUMENT .....</b>	<b>71</b>

## Section 1 – BID Schedule and Address

Sr. No.	Description	Detailed Information
1	Name of Project	RFP for selection of “An Examination Integrity Service Provider for monitoring exam related activities”.
2	Tender Reference Number	<b>IBPS/RFP-ONE/2025 /001-A dated 20<sup>th</sup> March 2025</b>
3	Date of Commencement of download of Bidding Document	<b>20/03//2025</b>
4	Last date and time of receiving Bidder Pre-bid queries in writing	<b>28/03/2025 – 11.00 am</b>
5	Pre-Bid Meeting (Virtual Meeting)	<b>02/04/2025 - 3:30 pm</b> (Interested bidders may send pre-bid participation request through e-mail to <a href="mailto:bidqueries@ibps.in">bidqueries@ibps.in</a> latest by 28.03.2025)
6	a) Last date and time for Bid (physical) submission b) Opening of envelope A	<b>08/04/2025 – 5:00 pm</b> <b>08/04/2025 – 5.15pm</b>
7	Date and Time of declaring eligibility status of the Bids and opening of envelope B of the eligible vendor(s)	<b>16/04//2025 – 5:00pm</b>
8	Date and Time of Presentation	<b>16/04/2025</b>
9	Declaration of qualified bidders on technical parameters	<b>21/04/2025</b>
10	Date and time of Commercial Bid opening	<b>22/04/2025</b>
11	<b>Date and time of finalization of bidder</b>	<b>25/04/2025</b>
12	Place of Bid Submission and opening of Bids	Division Head (TSS) Institute of Banking Personnel Selection IBPS House, Plot No. 166, Behind Thakur Polytechnic, Off. W-E Highway, Kandivali (East), Mumbai – 400 101
13	Name and Address for communication	Institute of Banking Personnel Selection Same as above.
14	Bid Related Queries	Email: <a href="mailto:bidqueries@ibps.in">bidqueries@ibps.in</a>
15	Bid Cost	Rs.10,000/-

**Note:** 1. Bids will be opened in the presence of the Bidders' authorised representative who chooses to attend.

2. The Non-Refundable bid cost of Rs. 10,000/- (Rupees “Ten Thousand only”) to be paid through NEFT in favour of “Institute of Banking Personnel Selection” payable at Mumbai and submit NEFT receipt along with the Bid in appropriate envelope, mentioned in subsequent section of this RFP.

**NOTE: The unsuccessful bidders in the previous tender process will not be allowed to participate in retendering Process of this tender.**

**Account Detail for NEFT**

Name of Beneficiary	Institute of Banking Personnel Selection
<b>Beneficiary Account no.</b>	<b>520401000289298</b>
<b>IFSC (New)</b>	<b>UBIN0904295</b>
Name & Bank Address	Union Bank Of India (Erstwhile Corporation Bank) I C Colony Borivali West Mumbai-400103

## **Section 2 – Introduction**

### **2.1 About IBPS**

- A.** The Institute of Banking Personnel Selection (IBPS) is an autonomous body setup by Reserve Bank of India, Central Financial Institutions and Public Sector Banks with the vision to evolve and implement world class processes and systems of assessment and selection of personnel for recruitment / promotion / admission by (for) various client organizations, conduct relevant supportive research and publicise the findings.
- B.** IBPS has acquired a unique distinction of being a premier national level Institute for employment testing, admission testing, training and research related to selection and management of human resources. It has been rendering assistance to the financial sector in the fields of employees' selection, promotion and placement. For this purpose, the Institute has been designing appropriate measurement tools which are both fair and objective.
- C.** IBPS tasks include conducting examinations for which a full spectrum of services are provided like online registration facility, mailing of call letters (admit cards), holding examinations at different centers across India, processing result, conducting Interviews at different places, etc.
- D.** Moving beyond traditional testing methods, IBPS has introduced testing for recruitment / promotion and selection of personnel in its client organizations through Computer Based Test (CBT). It currently has the capacity to hold online examination for over 1,50,000 candidates across the country in a single session. IBPS services in this regard include downloadable admit cards and personal intimations through emails and SMS.

### **2.2 Current Process for Candidate Registration**

Candidates register online for each test through a web based application which also allows uploading of photo, signature, thumb impression and scanned images, as also make payment of fees. After the closure of registration date, the data is cleaned by IBPS through de-duplication and validation process and the candidates are allotted venue/s depending on their preference and also keeping in mind special need for the physically challenged candidates, before conducting the test.

### **2.3 Current Process for Conducting Online Exam**

Currently, the conduct of on-line examination is outsourced to a Service Provider where the responsibilities of content development lies with IBPS and test batteries are loaded centrally on the test engine of the Service Provider. The Service Provider uses a distributed model across hundreds of their owned / contracted venues for conducting tests having work station / Desktop in LAN connected to the local test center server. The Service provider downloads the test batteries in encrypted format on each of the test center servers just before the start of test and with other security control mechanisms. On the scheduled date and time, the candidate is able to log in using the password sent to him/her by IBPS. The candidate's credentials including the uploaded image is displayed on the screen after login to enable the invigilator to verify the candidate with their photo ID document.

On completion of the online test taken by the candidate the Service Provider provides the response data with scores (against key provided by IBPS for cross verification) to IBPS

within hours of completion of the examination. This data is then processed internally by IBPS. Minimum and Maximum time for most of the examinations can vary from 45 min to 3 hrs.

## 2.4 Objective of this RFP

Through this RFP, IBPS proposes to select reputed and experienced Service Provider/s having proven track record and experience for associating with IBPS as an **Examination Integrity Service Provider (EISP)**. The Scope of Work (SoW) section may be referred for more details of the expected job of the bidder.

Bidders shall be selected through the process of Technical and commercial evaluation (QCBS). Weightage for technical and commercial evaluation shall be 70% and 30% respectively.

The selected Bidder/s are expected to have prior experience of working with various Government and private organizations and should be proficient in monitoring and analysis data/images of online examinations at a large scale. Additionally, the Bidder/s are expected to have proven record of confidentiality in undertaking and job reliable credentials of carrying out this job with the best possible security measures.

## 2.5 Cost and Availability of the RFP

The bidder should download the BID document from IBPS website <https://www.ibps.in> and pay a non-refundable amount of **Rs.10,000/- (Rupees ten thousand only)** as the Bid cost which is payable through NEFT favoring “**INSTITUTE OF BANKING PERSONNEL SELECTION**” payable at Mumbai, and enclose the NEFT receipt along with the Bid in appropriate envelope as described in subsequent section.

RFP document is non-transferable and cost of RFP documents is non-refundable.

## 2.6 Due Diligence

The Bidders are expected to carefully examine the RFP and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy in the RFP, Bidder shall seek necessary clarifications by e-mail mentioned in Section-1. The Bid shall be deemed to have been submitted after careful study and examination of this RFP. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP document. Failure to furnish all information or submission of a bid not responsive to this RFP will be at the Bidders' risk and may result in rejection of the bid without assigning any reason.

## 2.7 Ownership of this RFP

The content of this RFP is a copy right material of IBPS. No part or material of this RFP document should be published on paper or electronic media without prior written permission from IBPS.

## Section 3 – Scope of Work

### 3.1 Broad Scope of Work

The Overall Scope of Work (SoW) for the selected **Examination Integrity Service Provider (EISP)** is to act as a Technology Partner of IBPS, for carrying out various analysis on the Data and Image generated through Online Tests, conducted by IBPS in multiple venues in a large scale as per guidelines specified by IBPS.

IBPS plans to engage a dedicated team to plan and monitor various activities at pre-exam, during-exam and post-exam phase which will include monitoring of online examination process, providing technical assistance, expertise, data analysis and recommendations to IBPS to detect deficiencies and unfair practices, in order to achieve conducting online examinations as per best Industry Practices.

Scope shall include the Monitoring of activities of service provider as specified by IBPS.

The detailed Scope of Work for the above key objectives entails support in three phases viz; which are

- a. Pre-Examination Phase
- b. During-Exam Phase
- c. Post-Examination Phase

Expected volume - 25 Lacs candidates per year (IBPS CRP exams)

IBPS may also refer / provide services on Examination Integrity to its important clients / Affiliates for their exams at their option.

**Note:** - Selected bidder will depute resources/expert at IBPS premises. Pre and Post Exam Analysis shall be conducted exclusively at IBPS, Mumbai office utilizing only the computer systems furnished by IBPS for the purpose. Bidder shall ensure that the security and confidentiality of the data is maintained at all times even during the quality checks.

### 3.2 “Pre- Examination” Phase

#### A. Planning and stake holder coordination

The objective is to complete exam related activities on time, minimize exam disruption, and planning to mitigate key vulnerabilities anticipated in exam. The team of selected **EISP** needs to have detailed knowledge of the exam related malpractices / impersonation, exam software related issues and relevant technology-based tools. The scope of work of **EISP** will be as follows:

- a. Assist IBPS in collating information from all the stake holders to ensure site readiness in conduct of examination, smooth conduct of examination and post examination analysis and follow up for the deficiencies.
- b. Assist **IBPS** in Policy and Strategy Development to enhance the quality, reducing the vulnerabilities in the examination process.
- c. Assist **IBPS** in coordination and communication with key agencies for timely execution of activities before exam to help in smooth and fair conduct of examination by generating periodic management reports as decided by IBPS.

- d. Exam center demand and supply gap analysis
- e. Assist **IBPS** Team in finalizing venue of examinations after audit/site visit as per SOP of **IBPS**.

## **B. Identification of vulnerable candidates**

The Objective is to identify vulnerable candidates before the exam for additional and concentrated monitoring. Below mentioned areas are to be covered.

- a. **EISP** is required to conduct image analysis on registered candidate's uploaded and captured images from the application form.
- b. **EISP** is required to conduct forensic data analysis on registered candidate's application data and also to analyse abnormal city preference of candidates
- c. **EISP** is required to conduct image and forensic data analysis on candidate's historic data with registered candidate's data.

**IBPS** should be provided with list of vulnerable candidates at least one week before the exam day, so that additional and concentrated monitoring and measure can be taken for the identified candidates

## **C. Assist in exam center evaluation.**

1. **EISP** to assist in review of exam centers about 15 days before exam start date. The objective is to assess exam centers (1) readiness to conduct exam (2) vulnerability to malpractices and (3) suggested corrective actions. The areas to be covered are as follows:
  - a. Accessibility of the exam center (distance from key public places, availability of transport, safety, etc.)
  - b. Candidates access to clean toilet facilities, potable water, cleanliness etc.
  - c. Presence of basic life safety (fire, first aid box, trained staff etc.)
  - d. Assess if adequate facilities are available for PwD candidates (lifts, approachability, ramp etc.).
  - e. Assess general center facilities (access control, DG set, sufficient UPS to support the center, separate server room, etc.)
  - f. The exam center should be equipped for emergency situations (procedures, key contact numbers etc.)
  - g. Comfort of candidates at center (lighting, thermal, ventilation, distance between two computers, etc.)
  - h. Provision of adequate number of CCTV in all rooms where exam is to be conducted so that every candidate is covered by at least two cameras.
  - i. Collate center wise reputation, history of utilization, history of malpractices / impersonation, infrastructure issues etc. to the extent possible.
  - j. Assess the condition of hardware (computer, UPS, its functioning, etc.) on sample basis
2. Exam center demand supply gap analysis
3. Assist **IBPS** Team in finalizing venue of examinations after audit/site visit as per SOP of **IBPS**.

**IBPS** should be provided with the list of observations/non-compliance noted during the exam center review process before the finalization of exam centers.



### 3.3 “During Exam” Phase

**IBPS** intends to strengthen the governance at exam center on the day of exam. **EISP** team with its manpower deployed at such centers as decided by **IBPS** and with the help of tech-based tools will monitor the exam process, highlight exceptions and assist **IBPS** to take corrective action to mitigate risk. During exam days, **EISP** will take daily queries related to exam center and forward to **IBPS** to take up with **service provider** for suitable corrections.

#### A. Using Technology Based Assistance for Monitoring of Exam

1. The **EISP** as per the schedule of **IBPS**, will review exam readiness at centers on mock exam days and report gaps at exam centers to **IBPS/service provider** for corrective action.
2. On exam day, the **EISP** team, wherever deployed, will assess the following for exceptions:
  - a. Exam start and end time
  - b. QP download time at venues.
  - c. Random seat allocation.
  - d. Exam disruption if any.
  - e. Seat changes if any.
  - f. Assess rotation of invigilators, IT managers, etc. at center.
  - g. Check adequacy of registration desk and queue management.
  - h. Observing **service provider** IT staff managing primary and backup server, data upload etc.
  - i. Validation of camera names vis-à-vis location of the camera.
  - j. Validate on sample basis installation and configuration of firewall on computers (in coordination with **service provider**).
  - k. Assess on random basis at every center if Jammers are deployed and functioning, jammers staff is present during entire duration of examination.
  - l. Any other such exceptions as pointed out by **IBPS**
3. Based on feasibility and integration with the **service provider** system, use technology to detect indicators of malpractice from the candidate audit logs on a near real time basis during exam time. Nonetheless, the exercise will be carried out for the whole examinations shift after the completion of the examination shift. The activity should be completed within 24 hrs of receipt of exam logs.

**IBPS** should be provided with the list of observations/non-compliance noted during the exam center visit after each exam day.

#### B. Face Check on the day of exam

**EISP** need to deploy a mechanism for sample based face matching of candidates appearing and pre identified candidate using their application images (Uploaded or Captured image in the application form) with real time image at exam center (before or after the exam). In case of any mismatch, same to be reported to **IBPS** after each shift. The objective for this activity is to reduce the cases of impersonation.

#### C. Video analytics for near real time monitoring

**EISP** team should monitor CCTV live feed in order to strengthen invigilation at exam centers. **service provider** deploys cameras during examination at all the venues. The number of cameras is large and therefore, the CCTV feed cannot be monitored manually. **EISP** team

should deploy technology-based solution to monitor all live CCTV camera feeds during CBT examination. On identification of any violation, the **EISP** should send alert to designated person at exam venue without delay. The tech-based solution should highlight anomalies found in movement of candidates, exam functionaries and invigilators. It will also include following:

- a) Identification and reporting of cameras which are not accessible or offline or placed at incorrect locations
- b) Monitor movement of persons available at Server Room - more than number of allowed people, movement detected in exam lab during specified time period
- c) Invigilator not moving in exam hall for a certain period or not moving in all lanes
- d) Unauthorized Movement at entry and exit gates during examination.
- e) Two or more people in close proximity inside exam labs
- f) Intruder detection before the specified time at exam Centre.
- g) Identification of unwanted items (mobile phone or tablets etc.) present in exam labs and server room.
- h) Report off line cameras after every shift

IBPS should be provided with the list of observations/non-compliance noted during CCTV analytics from each center.

### 3.4 “Post Exam” Phase

- a. **EISP** to assess SLA compliance (limited to conduct of exam) of the activities of **service provider** and Jammer service providers etc. to provide reports from time to time.

#### A. Data analysis

##### For Data provided by IBPS and service provider

**EISP** to conduct detailed analysis on the data made available by **IBPS** for assessing any indicator of malpractice, impersonation or data breach at exam center, also for identifying SLA violations of **service provider**. Following activities are to be performed:

- a. Log analysis (Candidate audit logs, registration logs etc.) to identify unusual response pattern of the candidates.
- b. Statistical analysis of candidate response activity (answering pattern, venue level, room level trends, exam disruptions, etc.)
- c. Historical analysis to identify trends and patterns of malpractices / impersonation
- d. Conduct performance analysis of candidates in case where anomalies have been identified from the examination post or pre and during exam review
- e. Performance analysis of de mapping/shifting cases, exit verification failure etc.
- f. Identify candidates with abnormal incident from incident report or audit logs.
- g. Comparison of photos at various stages i.e. to match bio-metric images which are captured on the day of exam of candidates with the registration/application photos of candidates (captured as well as uploaded photo).
- h. Review of candidate feedback report to assess if any malpractice was reported at exam center.
- i. Indicate any compromised hardware which needs to be taken up with **EIP**.
- j. To identify remote access or abnormal events which can impact exam integrity based on data shared by IBPS.

- k. Provide Fact-finding investigation report with potential suspicious activities identified from analysis of provided digital evidence.
- l. Review of CCTV footages of candidates identified based on above analysis.
- m. Provide fact finding report on suspicious candidates
- n. Any other analysis which is important in nature.

## **B. AI Based CCTV footages review at post exam stage**

**EISP** to provide as solution for reviewing CCTV footages which are provided by **service provider** after end of exam. The objective is to review multiple CCTV footages of various candidates and centers in short span of time which are identified on the basis of pre, during and post exam analysis. In case of any abnormal / suspicious behavior of candidates is identified by the **IBPS** or exam functionaries of that center, the quality of footages are to be further reviewed as per **IBPS** guidelines. Below mentioned areas are to be covered:

- a. Identify Camera Blockages
- b. Identify Frame Skip / Freeze Detection
- c. Poor Quality of CCTV footages
- d. Identifying movement of chairs of candidates.
- e. Detection of items which are not allowed at exam center.
- f. Invigilator movement tracking
- g. Any other analysis which is important to meet the objective

## **3.5 Responsibilities of The Bidder**

- 1) The successful bidder will sign the NDA as required by **IBPS**.
- 2) The technology-based tools to be deployed by the bidder should be hosted at **IBPS** on premises servers. The confidentiality of data will solely be the responsibility of the bidder.
- 3) The Bidder shall conduct background check of their staff deployed for the project.
- 4) The Bidder will arrange their logistics and no cost will be reimbursed by **IBPS**.
- 5) A report in the prescribed format will be submitted on periodic basis (as decided by **IBPS**) on completion of shift/day/exam. The format for report will be devised on mutual consultation.
- 6) A summary report will be submitted by the **EISP** after the completion of the examination as per the prescribed timelines.
- 7) The bidder shall acknowledge and agrees to comply with all applicable laws, regulations, and guidelines concerning data protection in India, including the Personal Data Protection act, 2023, IT act 2000/2008 and any other applicable data protection or privacy laws.

**Note:** Items in the list(s) under “Scope of Work” is not exhaustive and may undergo minor changes and few more may get added up depending on the requirements during the contract period. Major changes, if any shall be ratified by “Change Request” procedure.

### 3.6 Expected Volumes

The number of candidates will vary from center to center, location to location, and venue to venue. The peak volume could be up to 2 lakhs examinees per day per session. (Please also refer to Clause 3.1)

### 3.7 Tenure of the Contract

Initially the contract shall be for 3 years which can be extended on annual basis for a maximum period of additional 2 years (1+1) by mutual consent of both parties. However, the commercial quote for the purpose of evaluation shall be valid for a period of 5 years.

### 3.8 Single Point of Contact (SPOC)

1. The selected Bidder shall appoint a single point of contact (SPOC) with whom IBPS will deal for any activity pertaining to the requirements of this RFP till the acceptance of the solution.
2. After signing of the contract, the **EISP** shall provide a single point of contact with whom IBPS shall deal with for any issues arising during the Contract period.

### 3.9 Dedicated Team to be positioned in IBPS

**EISP** should also deploy a dedicated team permanently available at IBPS premises to take care of all technical issue like Analysis of camera feeds, preparing various reports, patch up gradation, live monitoring of examination, venue allocation and all such related activities as defined in scope of work etc. **No data to be accessed from outside of IBPS premises in any case.**

NOTE: IBPS at its option may avail all or limited services provided by EISP depending on the requirement.

## Section 4 – Mandatory Eligibility Criteria

### 4.1 Pre-requisite

The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements as specified in the RFP. The Bid must be complete in all respects and should cover the entire scope of work. Bidders not meeting the Eligibility Criteria will not be considered for further evaluation.

### 4.2 Pre-Qualification Criteria - Mandatory

S.N O.	ELIGIBILITY	REQUIRED DOCUMENTS
<b>A</b>	The Bidder should be a company registered under Companies Act,/LLP since the last three years.	Please submit: 1. Articles of Association 2. Memorandum of Association 3. Certificate of Incorporation.
<b>B</b>	The Bidder should have annual average turnover of last 3 financial years. (2021-22, 2022-23, 2023-24) minimum <b>Rs. 100 Cr.</b>	This must be supported by audited financial statements (Reports) for the financial year 2021-22, 2022-23, 2023-24.
<b>C</b>	The Bidder should be a <b>profit</b> making company <b>OR</b> have positive net worth in the last <b>3</b> financial years as above.	This must be supported by audited financial statements (Reports)
<b>D</b>	The turnover and other financial credentials have to necessarily be of the bidder and such credentials of Group / parent company will not be acceptable.	Self-declaration on official company letter head with sign & seal to be submitted
<b>E</b>	As on date of submission of the proposal, the bidder should not be blacklisted by Government of India/State Government/PSUs	Undertaking by the authorized signatory
<b>F</b>	The bidder should have executed at least 02 audit related project (related to process review/fraud prevention/fraud detection) in the government or public sector with cumulative value of at least 5 Cr in the past 3 years (FY 2021-22,2022-2023,2023-2024).	Copies of purchase order (or agreement) of the projects to be provided or payment Receipt.
<b>G</b>	The bidder must have at least 100 full time resources working in the organization for each of the past 3 years (FY 2021-22,2022-2023,2023-2024)	Provident fund registration or Insurance certificate/self-certified documents from HR

**Note:**

- *Bidder should not provide financial details & other corresponding details of the group company/franchisee/sister company but of only that bidding entity which is conducting exams.*
- *Each Parameter/Criteria which is utilized for technical assessment has to be supported by relevant documentary proof, attached as separate annexure for the required period only with proper label and numbering.*

### **4.3 Eligibility Criteria**

The Bidders should complete the Eligibility Criteria as given in **Annexure E6**. Failure to provide the desired information and documents may lead to disqualification of the Bidder.

## Section 5 – Instruction to Bidders

### **A. The Bidding Document**

#### **5.1 RFP**

- A. RFP shall mean Request for Proposal and EISP shall mean Examination Integrity Service Provider.
- B. Bid, Tender and RFP are interchangeably used to mean the same. Similarly, Bidder and EISP, are interchangeably used to mean the same
- C. The Bidder is expected to examine all instructions, forms, Terms and Conditions and technical specifications in the Bidding Document. Submission of a bid not responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its bid without any further reference to the Bidder.
- D. Incomplete and /or conditional bids shall be liable to be rejected.

#### **5.2 Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid and IBPS shall, in no case, be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process

#### **5.3 Content of Bidding Document**

The Bid shall be submitted in one envelope containing **3 separate envelopes**, Envelope A, Envelope B and Envelop C. The contents of the Envelopes are given in clause 5.16.

#### **5.4 Clarifications of Bidding Documents**

- A. A prospective Bidder requiring any clarification of the Bidding Documents may notify IBPS in writing through email at [bidqueries@ibps.in](mailto:bidqueries@ibps.in) any time prior to the deadline for receiving such queries as mentioned in Section 1.
- B. The Bidders shall submit the queries only in the format given below:

<b>Sr. No</b>	<b>Document Reference</b>	<b>Page No</b>	<b>Clause No</b>	<b>Description in RFP</b>	<b>Clarification Sought</b>	<b>Additional Remark (if any)</b>

## 5.5 Pre-Bid Meeting

- A. IBPS will organize and Bidders are welcome to attend a pre-bid meeting at the time and date mentioned in Section 1. The purpose of the meeting will be to clarify issues and answer questions on any matter that may be raised at this stage with particular attention to issues related to the Technical Requirements. Bidders are advised to send their queries through email in advance, at least a day before the meeting so that they can be studied and responded accordingly.
- B. Replies to all the clarifications, modifications received through email and those raised during pre-bid meeting will be posted on IBPS website. Any modification to the Bidding Documents which may become necessary as a result of the pre-bid meeting shall be made by IBPS by issuing an Addendum, which will be hosted on IBPS website.
- C. Prospective Bidders may attend the pre-bid meeting. Due to prevailing situation the pre-bid meeting shall be conducted over virtual medium. IBPS shall provide the conference link to the interested bidders on receipt of written request (e-mail) by 3pm on the previous day of the Pre-Bid meeting.
- D. **Bidders interested to attend the Pre-Bid meeting must deposit the Bid Cost of Rs. 10,000/- only through NEFT as per detail provided in Section 1. The mail must contain the name of the organisation, contact detail of authorized person and reference of NEFT transfer as proof of Bid Cost paid.**
- E. IBPS requests that specified representatives from each prospective bidder to connect to the Video conference only from specified link in order to avoid bandwidth crunch and audio/video quality due to multiple links.

## 5.6 Amendment of Bidding Documents

- A. At any time prior to the deadline for submission of bids, IBPS, may, for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, amend the Bidding Documents.
- B. Amendments will be provided in the form of Addenda/corrigenda to the Bidding Documents, which will be posted on IBPS website, will be binding on Bidders. It will be assumed that the amendments contained in such Addenda/corrigenda had been taken into account by the Bidder while submitting its Bid.
- C. In order to afford Bidders reasonable time to enable to take the amendment into account in preparing their bids, IBPS may, at its discretion, extend the deadline for the submission of bids, in which case, the extended deadline will be posted on IBPS website. However, this is not a necessary / mandatory obligation from the part of IBPS.
- D. From the date of issue, the Addenda/corrigenda to the tender shall be deemed to form an integral part of the RFP.



## **B. Preparation of Bid**

### **5.7 Bid Price and Penalty**

A. Prices shall **not** include taxes, duties levies, and fees whatsoever. However, they should be shown separately at current rates. These will be paid additionally at the rates applicable at the time of raising of Invoice.

**B. For Additional services:**

Prices for usage of equipment used for candidate identification like Biometric equipment, IRIS capture/verification at entry and exit point, web camera, CCTV camera, Printer at each venue should be mentioned separately (per candidate basis).

C. The bidder shall express their bid prices (Process Fee) in **Annexure C2** in Indian Rupees. The Prices quoted by the bidder shall remain fixed during the entire period of Agreement contract including extension period and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

D. There shall be penalty imposed on the bidder per venue basis for part or complete failure or disruption (technical or otherwise) to conduct the examination in a particular venue as per schedule. Penalty clause shall be decided with the successful bidder at the time of signing the contract and will be included in SLA. The maximum penalty will be capped at the Contract value". Detail shall be decided at the time of SLA.

### **5.8 Earnest Money Deposit (EMD)/Bid Security**

The Bidder shall submit Earnest Money Deposit of **Rs.5,00,000/- (Rupees "Five Lakh Only")** in the form of a Demand Draft / Pay order from a schedule bank in India in favor of "Institute of Banking Personnel Selection" payable at Mumbai from the date of opening of bid, or by way of a Bank Guarantee valid for 180 days as per format in Annexure E1 or E2.

**No interest will be paid on the EMD.**

### **5.9 Return of EMD**

1. EMDs /Bank Guarantees furnished by all unsuccessful Bidders will be returned without interest on the expiration of the bid validity / finalization of the Bid (P.O. placement by IBPS and acceptance of the order by the successful Bidder(s)), whichever is earlier.
2. The EMD /Bank Guarantee of successful Bidder shall be returned / refunded without interest after furnishing Performance Bank Guarantee as required in this RFP (Sec-11).

### **5.10 Forfeiture of EMD**

The EMD made by the Bidder will be forfeited if:

1. The Bidder withdraws his bid before opening of the bids.
2. The Bidder withdraws his bid after opening of the bids but before Notification of Award.
3. The selected Bidder withdraws his bid / proposal before furnishing Performance Guarantee.
4. The Bidder violates any of the provisions of the RFP up to submission of Performance Bank Guarantee.
5. Failure to accept the order by the Selected Bidder(s) within 7 days from the date of receipt of the Notification of Award makes the EMD liable for forfeiture at the discretion of IBPS. However, IBPS reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.

### 5.11 Period of Validity of Bids

Bids shall remain valid for a period of 180 days after the date of bid opening as mentioned in Section 1 or as may be extended from time to time.

### 5.12 Extension of Period of Validity

In exceptional circumstances, prior to expiry of the bid validity period, IBPS may request the Bidders consent to an extension of the bid validity period. The request and response shall be made in writing. Extension of bid validity period by the Bidder should be unconditional and irrevocable. The EMD/Bank Guarantee provided shall also be suitably extended.

### 5.13 Format of Bid

The Bidders shall prepare one hard copy of the entire Bid and

The bidder shall also prepare and submit one 'soft copy' of following Annexures duly filled:

- (i) Annexure E6, Compliance to Mandatory Eligibility Criteria
- (ii) Annexure T1, Technical Score Matrix

### 5.14 Signing of Bid

- A. All pages of the bid, except for printed instruction manuals and specification sheets shall be initiated by the person or persons signing the bid.
- B. The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.
- C. The bid shall be signed by a person or persons duly authorized to bind the bidder to the contract. Such authority shall be either in the form of a written and duly stamped Power of Attorney (Annexure E9) or a Board Resolution duly certified by the company's competent authority, extract of which duly certified as true copy should accompany the Bid. The authorized person should sign all the bid form/ annexures wherever applicable.

## **C. Submission of Bid**

### 5.15 3-Envelope Bidding Process

- A. The Bid shall be prepared in 3 different envelopes, Envelope "A", "Envelope "B" and "Envelope C". All three Envelopes shall then be sealed and put into an outer envelope marked as ***'Request for Proposal (RFP) for Selection of Examinations Integrity Service Providers (EISP) for Monitoring of Exam related activities'***
- B. The inner and outer envelopes shall be at the address mentioned in Section 1 and indicate the name and address of the Bidder. If the outer envelope is not sealed and marked as indicated, IBPS will assume no responsibility for the bid's misplacement or premature opening.

## 5.16 Contents of the 3 Envelopes

### A. Envelope 'A' – (Mandatory Eligibility Compliance, Bid Cost and EMD etc.)

This envelop shall contain following items

1. Proof of payment of Bid Cost paid by NEFT (or DD/PO from a schedule bank) – Annexure E1(a)
2. Bid Earnest Money (EMD) in the form of Demand Draft – Annexure E1.  
OR  
Bid Earnest Money (EMD) in the form of Bank Guarantee – Annexure E2.
3. Bid Offer letter– Annexure E3.
4. Bidder Information – Annexure E4
5. Filled **Compliance to Mandatory Eligibility Criteria– Annexure E6**
6. Declaration of Acceptance of Terms and Conditions – Annexure E7
7. Declaration of Acceptance of the Scope of Work – Annexure E8
8. Power of Attorney (on Stamp Paper) or Board Resolution for Signing of Bid – Annexure E9
9. Other undertakings – Annexure E10
10. Last three years audited balanced sheet and profit and loss statements.

### B. Envelope 'B' - (Technical Compliance, NDA, Client Ref. etc.)

This envelope should contain following items:

1. Filled **Technical Score Matrix** form– **Annexure T1**
2. Declaration Regarding Clean Track by Bidder – **Annexure T2**
3. Client details for Reference– **Annexure T3**
4. Project Plan – **Annexure T4**
5. Short description of the proposal – **Annexure T5**
6. Non-Disclosure Agreement – **Annexure T6**
7. Masked Price Bid (without Price) – **Annexure T7**
8. Quality Assurance Group – **Annexure T8**
9. A textual brief (should not be more than 10 pages) and a Hard Copy of PPT file (15 to 20 slides maximum) containing following activities at the minimum to be attached:
  - a) Overview of the Proposed Solution that meets the requirements specified in the RFP
  - b) Details of ready to deploy (after customization) Product.
  - c) Operational environment
  - d) Implementation methodology, project plan and implementation schedule
  - e) Project team structure and its members and their qualification & experience.
  - f) Quality standards, assurance process and Quality and Security certification of the solution to be followed
  - g) Risk Identification/Mitigation Strategies
  - h) Training & Change Management Strategies
  - i) Key Deliverables (along with example of deliverables, where possible).
  - j) Detail of Application Software solution hoisting
  - k) Details of DR site and its applicability for examination related data.

Bidders are advised to describe proposed solution covering all the above mentioned points and Technical specifications as per Annexure T1. IBPS reserves the right to take appropriate action in this regard.

**The Technical Bid envelope shall not include any financial information. If the Technical Bid contains any financial information the entire bid will be rejected.**

**C. Envelope 'C' -- Commercial Bid:**

This envelope shall contain following items

1. Commercial Bid form – **Annexure C1**
2. Commercial price format – **Annexure C2.**

### **5.17 Bid Submission**

- A.** Bids sealed in accordance with the Instructions to Bidders should be submitted in person at the address as mentioned in the Section 1.
- B.** The Technical Bid and the Commercial bids must be submitted on or before the due date and time as mentioned in Section 1. Bids received after the due date and time will be rejected. In the event of due date is declared a holiday, the next due date for submission of the bids will be the following working day at the appointed time and venue. The bids have to be put in Tender box kept in IBPS office.
- C.** The offers should be made strictly as per the formats given in the RFP.
- D.** No columns of the tender should be left blank. Offers with insufficient/ inaccurate information and Offers which do not strictly comply with the stipulations given in this RFP, are liable for rejection. The offers should be made strictly as per the formats enclosed.

### **5.18 Bid Currency**

All prices shall be expressed in Indian Rupees only.

### **5.19 Bid Language**

The Bid shall be in English Language.

### **5.20 Rejection of Bid**

- A.** The Bid is liable to be rejected if the document doesn't bear signature of authorized person.
- B.** It is received through E-mail. / Postal / courier or any other mode which is not specified for submission of Tender.
- C.** It is received after expiry of the due date and time stipulated for Bid submission.
- D.** Incomplete/incorrect Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for Proposal are liable for rejection by IBPS.
- E.** No bid shall be rejected at the time of bid opening, except for late bids.
- F.** Bid without EMD and Tender Cost.

### **5.21 Deadline for Submission**

The last date of submission of bids is given in Section1, unless extended by IBPS through its website.

### **5.22 Extension of Deadline for submission of Bid**

IBPS may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents which will be intimated through IBPS website, in which case all rights and obligations of IBPS and Bidders will thereafter be subject to the deadline as extended.

### 5.23 Late Bid

Bids received after the scheduled time will not be accepted by the IBPS under any circumstances. IBPS will not be responsible for any delay in submission of bid.

### 5.24 Modifications and Withdrawal of Bids

No withdrawal or modification of the Bid will be allowed after the deadline for submission of bids.

### 5.25 Right to Reject, Accept/Cancel the bid

- A. IBPS reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever.
- B. IBPS does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the Tender, any time during the tender process, without assigning any reason whatsoever. IBPS also has the right to re-issue the Tender without the Bidder having the right to object to such re-issue.
- C. Bidder has to show compliance to each and every clause.
- D. IBPS reserves the right to accept or reject any bid or cancel the tender proceedings without assigning any reason whatsoever.

### 5.26 RFP Abandonment

IBPS may at its discretion abandon this RFP process any time before notification of award.

### 5.27 Bid Evaluation Process

The Bid Evaluation will be carried out in 3 stages:

Stage 1 – In the first stage Eligibility criteria i.e. Envelope A will be opened and evaluated.

Stage2 – At this stage Envelope B shall be opened and evaluated for only those bidders qualified as per stage 1 and will be called for the Presentation of proposed solution, architecture and applications.

Stage 3 –In the third stage the Commercial Bids i.e. Envelope C of bidder eligible from above mentioned Stage 2, will be opened and evaluated. On completion of stage 3 will finally declare successful bidder.

**Note: Incomplete and /or conditional bids shall be liable to be rejected.**

### 5.28 Number of Bids

The bidder shall submit only one bid. If more than one bid is submitted, then the bidder shall not be invited for opening of financial bids and his financial bids shall not be opened.

### 5.29 Contacting IBPS

From the time of bid opening to the time of Contract award, if any Bidder wishes to contact IBPS for seeking any clarification in any matter related to the bid, it should do so in writing by seeking such clarification/s from an authorized person, as mentioned in sl no 14 of section-1. Any attempt to contact IBPS with a view to canvas for a bid or put any pressure on any official of the IBPS may entail disqualification of the concerned Bidder or his Bid.

## **Section 6 – Bid Opening**

### **6.1 Opening of Bids**

Bids will be opened in 3 stages:

- a. Stage 1 – In stage 1 only Envelope “A” will be opened
- b. Stage 2 – In stage 2 only Envelope “B” will be opened.
- c. Stage 3 – In stage 3 only Envelope “C” will be opened.

IBPS will open the envelopes in the presence of Bidders’ authorised representative(s) who choose to be present on the date, time and address mentioned in Section 1 or as amended by IBPS from time to time.

The representative of the Bidder has to produce an authorization from the Bidders by way of letter or email to represent them at the time of opening of bids. Only one representative will be allowed to represent each Bidder. In case the Bidders’ representative is not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of the IBPS.

The Bidders’ representatives who are present shall sign the register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for IBPS, the bids shall be opened at the appointed time and place on next working day

### **6.2 Opening of Eligibility Bids**

Stage 1- Opening of Envelope “A”

- A. Only those Bids which meet eligibility criteria will qualify for technical evaluation.
- B. Eligible bidders would further qualify for stage 2

### **6.3 Opening of Technical Bids**

Stage 2- Opening of Envelope “B”

- A. Only those Bids which meet technical criteria will qualify for presentation and evaluation.
- B. Eligible bidders would further qualify for stage 3

### **6.4 Opening of Commercial Bids**

Stage 3- Opening of Envelope “C”

- A. Those Bidders who qualify technically will be intimated by email the date, time and address for opening of Commercial Bids.

## **Section 7 – Bid Evaluation**

**7.0 Mandatory Eligibility Criteria:** The evaluation shall be strictly based on the information and supporting documents provided by the bidders. It is the responsibility of the bidders to provide all supporting documents as listed in the RFP necessary to fulfill the Mandatory Eligibility Criteria which is given in Section 4 of this document.

### **7.1 Preliminary Examination of Technical Bids**

- A.** The evaluation process would consider whether the bidder has requisite prior experience and expertise to address IBPS's requirements and objectives. The evaluation process will gauge the extent of thought process that has gone behind the preparation of the Bid, the degree of clarity, understanding of IBPS's stated objectives and the level of commitment exhibited by the bidders to associate with IBPS. The demonstration of the Bidder's capability to throughout the SoW to achieve IBPS's objectives would also be considered.
- B.** IBPS will examine the bids to determine whether they are complete, whether required information has been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order.
- C.** Eligibility and compliance to all the forms and Annexure would be the next level of evaluation. Only those Bids which comply with the Eligibility Criteria will be taken up for further technical evaluation.
- D.** IBPS may waive off any minor infirmity, non-conformity or irregularity in the bid that does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- E.** To assist in the examination, evaluation and comparison of bids IBPS may, at its discretion, ask any or all the Bidders for clarification and response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- F.** Written replies submitted in response to the clarifications sought by IBPS, if any, will be reviewed.
- G.** If a Bid is not substantially responsive, it will be rejected by IBPS and may not subsequently be made responsive by the Bidder by correction of the nonconformity. IBPS's determination of bid responsiveness will be based on the content of the bid itself.
- H.** If a bidder does not provide clarifications sought within the prescribed time, then his bid shall be liable to be rejected. In case the bid is not rejected, IBPS may proceed to evaluate the bid by construing the particulars requiring clarification to the best of his understanding, and the bidder shall be barred from subsequently questioning such interpretation of IBPS.

### **7.2 Evaluation of Technical Bids**

The Technical Evaluation will be based on the following broad parameters:

- a) The technical evaluation will be done on critical parameters and commercial evaluation will be done only for those who are successful in technical bids
- b) If the technical criteria are not properly maintained/complied with then they will not be considered for technical evaluation & can be rejected
- c) Compliance to Technical and Functional specifications as specified in the RFP.
- d) Bidders experience in implementing similar assignments with other clients
- e) IBPS may interact with the Customer references submitted by Bidder, if required.
- f) The Bidders are required to provide necessary documentary evidence, wherever applicable.

- g) Bidder's presentation for proposed solution, architecture, application and also presenting capability to handle IBPS high volume exams with evidentiary proof to be demonstrated.
- h) Commercial bids of only those who qualifies in Technical bid having scored 70 percent or more will be opened.**
- i) Incomplete bid / conditional bids shall be liable for rejection.

### 7.3 Technical Scoring Matrix Criteria (TSMc):

The term will be out of **100** and based on the following criteria given below:

#### Technical Evaluation Matrix

Poi nt	criteria	MAX. MARKS	Documentary proof
1	Experience of the bidder in projects which includes project management unit or project management consulting on related activities for state/ central government in last 3 years, (Minimum value of each project should be INR 5 Cr) 2 separate projects to be submitted) Total 10 marks per project.	20	Certificate by a whole-time Director OR Certificate by the Company Secretary/Chartered Accountant of the bidder OR purchase order/work order
2	Experience of bidder in consulting/advisory projects for central government or state government examination conducting agency I. Minimum 2 projects involving process review related to fraud/malpractice prevention /detection with minimum value of INR 50 lakhs - 5 mark each II. Minimum 2 projects involving process review related to fraud/malpractice prevention/detection with minimum value of INR 50 lakh in computer-based examination- 5 marks each project	20	Copy of work orders/contract/agreement or work completion certificates
3	Approach, methodology and capability for execution of the project Presentation on the approach and methodology on bidder's understanding of the IBPS requirements.  1. Approach / technology proposed including work schedule, quality assurance including reporting formats- 10 marks  2. Live demo of technology tools to be used for entire process to prevent malpractices / impersonation (basis data provided by IBPS). evaluation will be done basis accuracy and completeness of following analysis: - CCTV analytics and image analysis on near real time -maximum 10 marks  3. Post exam log analysis and investigation maximum – 10 marks	30	To be assessed based on Technical proposal, presentation and demo of software/tools



4	General Manpower Strength of Bidder on their rolls Manpower as on 31st January 2025 > 201 & above - 10 Marks > 101 -200 - 6 Marks > 50-100 - 2 mark	10	
5	Key experts' qualification competence for this project 1 - Technical team leader - 4 marks  a. Minimum qualification (B Tech/MBA) b. Experience in working on designing Artificial Intelligence and Machine learning based models c. Minimum 3 years of technical experience with 1-year experience in exam analytics.  2. Computer forensic/ incident response expert - 4 marks  a. Minimum educational qualifications (minimum technical graduate and any diploma. /certification in cyber forensics) b. Minimum 1 project related to cyber forensics  3. Support Team Members (2 marks)	10	
6	Bidder Turnover criteria: (in INR)  100 cr <value<= 150cr - 2 marks  150 cr <value <200 cr - 6 marks  Value > 200 cr - 10 marks	10	

**Note : Minimum 70% required to qualify in the Technical Bid**  
**Bidders who secure less than 70% marks will be considered as Not QUALIFIED**

The selection of the agency will be based on Quality and Cost Based Selection (QCBS). There will be 70 % weightage for Technical Evaluation and 30 % for Financial Evaluation

## 7.4 Technical Proposal - Other Requirements

**I. Technical proposal should contain all the mandatory undertakings as specified in this RFP.**

**Format for all the required undertakings / covering letters are to be provided as an Annexures-**

I. Non-Disclosure Agreement (NDA)

II. Earnest Money Deposit (EMD)

III. Undertaking on Patent Rights -- **Annexure E11**

IV. Undertaking on Pricing of items of technical response. --- **Annexure E12**

V. Undertaking on Service Level Compliance. -- **Annexure E13**

**2. The technical proposal should address all the areas/ sections as specified in this RFP and should contain a detailed description of how the bidder will provide the required services outlined in this RFP.**

3. The technical proposal must not contain any pricing information. While submitting additional information, it should be marked as "supplementary" to the specific response. If the bidder wishes to propose additional services (or enhanced level of services) beyond the scope of this RFP, the proposal must include a description of such services as a separate and distinct attachment to this proposal.

4. The technical proposal shall also contain bidder's contingency plan to address the key challenges anticipated during the execution of the project

## 7.5 Evaluation of Commercial Bids

S No.	Activity	Rate Variable	Illustrative quantity per exam (up to)	Bid Amount (INR) – In figures	Bid Amount (INR) – In words
1	Pre exam image analysis of candidates along with one-year historic data	Per registered candidate	1,00,000		
2	Pre exam forensic data analysis on application data of candidates	Per registered candidate	1,00,000		
3	Exam centre infra review (pre exam) and process review at exam centre (during exam)	Per person per day per Centre	20		
4	During exam CCTV analysis using AI	Per camera per shift	300		
5	During exam face check at exam centre using technology	Per appeared candidate	1,00,000		
6	Post exam log analysis, Image analysis and SLA monitoring	Per appeared candidate	50,000		
7	Post exam review of CCTV using AI	Per camera per shift	300		

### Note-1: -

(1) If the quantity per exam increases by 25% then bidder will be paid quoted price minus 10% on account of volume discount.

(2) If the quantity per exam increases by 50% then bidder will be paid quoted price minus 25% on account of volume discount

(3) If the quantity per exam increases by 75% then bidder will be paid quoted price minus 35% on account of volume discount

(4) If the quantity per exam increases by >or = 100% then bidder will be paid quoted price minus 50% on account of volume discount

**Note-2:**

- a) Price should be written both in figures and words. Price quoted above is exclusive of GST and local taxes.**
- b) Lowest Commercial bid will be determined based on total amount quoted in table of the Commercial bid.**
- c) The bidder will have to substantiate the taxes and levies claimed by him in each bill. The bidders will be required to provide documentary evidence of the rates of tax as applicable on the basic unit cost quoted at the time of claiming payment.**
- d) If the bidder quotes 'Nil' charges/ considerations, the bid shall be treated as unresponsive and will not be considered. Also '0' (Zero) value should not be entered against any item.**
- e) If there is any discrepancy between rates quoted in figures and words, the rates quoted in words will prevail.**

## **7.6 Final Evaluation of Bids**

The individual Bidder's Commercial Bid scores are normalized as per the formula below  
Normalization of Technical & Financial Bids

**Technical:  $T_s = T_b / T_{max} \times 100$  (rounded off to 5 decimal places), Where,**

**$T_s$ : Normalized Technical score for the Bidder under consideration**

**$T_b$ : Absolute Technical score for the Bidder under consideration**

**$T_{max}$ : Maximum absolute Technical Score (Best technical Score)**

**Financial:  $F_n = F_{min} / F_b \times 100$  (rounded off to 5 decimal places) Where,**

**$F_n$ : Normalized Commercial Bid score for the Bidder under consideration**

**$F_b$ : Absolute Commercial Bid for the Bidder under consideration**

**$F_{min}$ : Minimum absolute Commercial Bid (Lowest Bid received)**

**Final Composite Score =  $T_s \times 0.70 + F_n \times 0.30$**

**The Bidder with the highest Composite Score will be considered for award of the contract. In the event of a tie, the bid with best technical will be considered for award of contract. If the tie still persists, the guidelines of Government of India on the subject shall be followed for processing of the bids.**

## 7.7 Successful Evaluated Bidder

- a. The final evaluation will be on the basis of combined scores of Technical and Commercial in the ratio of 70:30 respectively (highest of total scored in technical and commercial together, as per calculation methods shown in the examples in foregoing paragraphs)
- b. In rare case of a tie in total marks, the higher score (out of 30) in the commercial bid shall be considered selected.
- c. After completing internal approval process, bidder whose combined score is maximum will be shortlisted.

**Note: Selected Bidders has/have to confirm to carry out all the existing process of the work as defined in scope of work (SoW), evaluation of online examination conducted by IBPS, live camera feeds, coverage of all exam Centre venue activities, various formats of report, etc.**

## Section 8 – Terms and Conditions

### 8.1 Signing of Contract

Within 30 days of receipt of Notification of Award or as mutually agreed the successful Bidder/s shall execute the Contract with IBPS.

### 8.2 Performance Bank Guarantee

The selected Bidder shall provide Performance Bank Guarantee for an amount of **Rs.10 lacs** as performance of all its obligations, within 15 days of Notification of Award, valid for 3 years as per **Annexure 1** (Section 11) with claim period for 6 months. The Performance Bank Guarantee shall have an additional clause that it shall be extended for a period of 2 years if the Contract period is extended for further 2 years.

### 8.3 Completion of the Task

It is the sole responsibility of selected bidder / service provider to furnish the complete analysis of exam and various reports as per the defined scope of work within the stipulated time. All the relevant information regarding monitoring of activities at each Centre/Venue will be communicated by IBPS to the Bidder, before the examination.

### 8.4 Payment Terms

#### A.

1. Payment shall be made on each work order separately and would be at the desertion of IBPS within one month on submission of invoice.
2. Payment shall only be made after satisfactory completion of issued work order / submission of report and due certification to the effect by IBPS.

#### B. Each Bill shall be accompanied with the following information:

1. Work done satisfactory certificates signed jointly by IBPS and the Bidder.
2. Submission of Invoice.

### 8.5 Taxes and Duties

- A. The Bidder must be registered under GST Reg. No. All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per current rate while making any payment.
- B. Prices shall not include taxes, duties levies, and fees whatsoever. However, they should be shown separately at current rates. These will be paid additionally at the rates applicable at the time of raising of Invoice.
- C. The benefits realized by the Bidder at any point of time due to lower rates of taxes, duties, charges and levies shall be passed on by the selected Bidder to IBPS.
- D. Any upward revision in Taxes will be considered by IBPS as and when it is raised by the Government.

## 8.6 Price

Price shall remain fixed during the contract period including extended period. There shall be no increase in price for any reason whatsoever and therefore no request for any escalation of the cost / price shall be entertained. The prices shall be quoted as per format given in Annexures. Statutory levies if any shall be shown separately.

The price shall be quoted on per candidate basis for both the tasks put together

## 8.7 SLA

The selected bidder needs to execute a SLA with IBPS covering all terms and conditions of this RFP within 30 days of issuing the notification of award. SLA will cover performance and availability of the services and penalties.

The performance of the selected bidder shall be reviewed every quarter and IBPS reserves the right to terminate the contract at its sole discretion by giving three months' notice without assigning any reasons. Any offer falling short of the contract validity period is liable for rejection. The contract period may be extended as mentioned in the RFP.

The Bidder shall conduct the online data and image analysis for a period of 3 years. IBPS reserves the right to extend the support period by another 2 years (1+1) depending on satisfactory performance with mutual consent of the Bidder, with same terms and conditions (including commercials).

## 8.8 Penalty Clause to Bidder: The penalty clause will apply in the event of failure of comply the Scope of Work as per followings:

SI No	Activity	Timeline	Penalty
1	All the activities covered under pre exam schedule as per issued work order	Agency to complete the audit of all assigned activities within seven (07) days and submit a report to IBPS	1. 8 <sup>th</sup> -10 <sup>th</sup> day(s): - Rs.2000/day/venue 2. 11 <sup>th</sup> -12 <sup>th</sup> day(s): - Rs.3000/day/venue 3. Beyond 12 <sup>th</sup> day Rs.5000/day/venue
2	All the activities covered under during exam schedule as per issued work order	1.Critical observations to be submitted to IBPS within 02 hrs. of completion of each shift  2. Consolidated report(s) to be submitted within 02 weeks from the completion of examination	1. Rs.3000/day/venue  1. Rs.2000/day after 02 weeks
3	Video analytics report	Critical observations to be shared concurrently with IBPS	Rs.5000/ per missed incident.

4.	All the activities covered under post exam schedule as per issued work order	1. Day to analysis within 24 hrs. of completion of last shift of previous day. 2.Final report (s) to be submitted within 03 weeks from the receipt of complete data from selected agency.	1. Rs.3000/ day  2.Rs.2000/ day
5.	Covering of all identified centers physically as agreed with IBPS	Penalty per center for non-covering of agreed center during exam review	Rs. 7000/day/venue

**Note:** -The maximum penalty will be limited to 20% of the value of annual rates of the relevant component/work order and it will not be carried forward to another year/ work order.

## 8.9 Support & Maintenance

Bidders should have in-house quality assurance group and a strong quality management system to do quality check of the data and image analysis process. Bidder should be able to substantiate the capability.

## 8.10 Observation of Laws

The Bidder and after selection the selected Bidder shall be duty bound to observe all the Laws, Rules, Regulations, Policies and Procedures and Guidelines of the Government of India as in force from time to time.

## 8.11 Intellectual Property

Post analysis images, data and reports shall become Intellectual Property of IBPS.

## 8.12 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Board in relation to, or matters arising out of, or concerning the Bidding process, IBPS will treat all the information, submitted as part of the bid, in confidence and require all those who have access to such material to treat the same in confidence. IBPS may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity. The Successful Bidder shall execute separate NDA.



### **8.13 Indemnity**

Unless specifically otherwise agreed with IBPS in writing, bidder shall not disclose any data received or taken from IBPS for analysis and for execution of the SOW. Should any Deliverable be disclosed, or otherwise made available by or through the bidder (other than execution of SOW or with IBPS written consent), bidder agrees to indemnify and /hold IBPS and the IBPS Persons, harmless against all claims by third parties, and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of such disclosure.

### **8.14 Termination of Contract**

#### **For Convenience**

IBPS by written notice sent to the Bidder may terminate the contract in whole or in part at any time for its convenience giving three months' prior notice. The notice of termination shall specify that the termination is for convenience to the extent performance of the Bidder under the contract is terminated and the date upon which such termination becomes effective. Payment shall be made up to the date of termination.

#### **For Insolvency**

IBPS may at any time terminate the contract by giving 7 (seven) days written notice to the Bidder, if the Bidder closes its office in India or becomes bankrupt or insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action of remedy which has accrued or will accrue thereafter to IBPS.

#### **For Non-performance**

IBPS reserves its right to terminate the contract in the event the Bidder repeatedly fails to deliver in accordance with the scope of work given in the Contract.

### **8.15 Force Majeure**

- A. Notwithstanding the provisions of the RFP, the successful Bidder or IBPS shall not be liable for compensation or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of as event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving IBPS or Bidder's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, pandemic, natural disasters etc.
- B. If force majeure situation arises, the Bidder shall promptly notify IBPS in writing of such condition and cause thereof. Unless otherwise directed by IBPS in writing, the Bidder shall continue to perform its obligations under contract as far as possible.

### **8.16 Order cancellation**

IBPS reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to IBPS alone;

- A. Serious pandemic observed during performance as per the scope of the project.
- B. If the Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the Bidder/Bidder turns out to be incorrect and/or conceals or suppresses material information.

## **8.17 Jurisdiction**

In case of any dispute the decision of Director of IBPS shall be final. Dispute, if any, will be settled in the Courts of Mumbai Jurisdiction only.

## **8.18 Addresses for Notices.**

Following shall be address of IBPS and Bidder:

Division Heads (TSS)

**Institute of Banking Personnel Selection**

**IBPS House, Plot No. 166, Behind Thakur Polytechnic,  
Off. W-E Highway, Kandivali (East), Mumbai – 400 101**

# Annexures

## **Annexure E1 - Bidder's Letter for EMD/Bid Security**

To

IBPS

**Subject: RFP No. IBPS: RFP-ONE/2025/001 Dated 20th March 2025 for "Examination Integrity Service Provider for monitoring exam related activities".**

We have enclosed an EMD in the form of a Demand Draft/Pay Order No. \_\_\_\_\_ issued by the branch of the \_\_\_\_\_ Bank, for the sum of Rs. \_\_\_\_ lac (Rupees "Amount in words"). This EMD is as required and submitted as per the provision of Section 5- Instructions to Bidders - of the above referred RFP.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business Address:

## Annexure E1(a) - Bidder's Letter for Bid Cost

To

IBPS

**Subject: RFP No. IBPS: RFP-ONE/2025/001 Dated 20th March 2025 for "Examination Integrity Service Provider for monitoring exam related activities"**

We have deposited the Bid cost before the Pre Bid Meeting, through NEFT having transaction number \_\_\_\_\_ dated xx/xx/xx from \_\_\_\_\_ Bank to IBPS for an amount of Rs. \_\_\_\_\_ only.

**OR**

We could/did not attend the Pre Bid meeting. Hence we hereby enclose Bid Cost in the form of NEFT receipt (ref. no. \_\_\_\_\_, dated \_\_\_\_\_ / a Demand Draft No. \_\_\_\_\_ issued by the branch of the \_\_\_\_\_ Bank, for the sum of Rs. \_\_\_\_\_ thousand (Rupees "Amount in words").

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business Address:

## Annexure E2 - Bid Security (Bank Guarantee)

\_\_\_\_\_  
[Bank's Name, and Address of Issuing Branch or Office]

**IBPS**

**Mumbai**

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

**BID GUARANTEE No.:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under

**Subject: RFP No. IBPS: RFP-ONE/2025/001 Dated 20th March 2025 for "Examination Integrity Service Provider for monitoring exam related activities"**

Furthermore, we understand that, according to your conditions, bids must be supported by a Bank Guarantee.

At the request of the Bidder, we \_\_\_\_\_ (name of the Bank) hereby irrevocably undertake to pay you without any demur or protest, any sum or sums not exceeding in total an amount of Rs. XX lac (Rupees "Amount in words") upon receipt by us of your first demand in writing stating that the Bidder is in breach of the terms of the Request for Proposal.

[signature(s)]

Seal of the Bank

# Annexure E3 - Bid Offer Form (without Price)

(Bidder's Letter Head)

## OFFER LETTER

Date:

To

**IBPS**

Dear Sir,

**Subject: RFP No. IBPS: RFP-ONE/2025/001 Dated 20th March 2025 for “Examination Integrity Service Provider for monitoring exam related activities”**

We have examined the above referred RFP document. As per the terms and conditions specified in the RFP document, and in accordance with the schedule of prices indicated in the commercial bid and made part of this offer.

We acknowledge having received the following addenda / corrigenda to the RFP document.

Addendum No. / Corrigendum No.	Dated

While submitting this bid, we certify that:

1. Prices have been quoted in INR.
2. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP.
3. We have not induced nor attempted to induce any other bidder to submit or not submit a bid for restricting competition.
4. We agree that the rates / quotes, terms and conditions furnished in this RFP are for IBPS and its Associates.

If our offer is accepted, we undertake, to start the assignment under the scope immediately after receipt of your order. We have taken note of compensation clauses in the RFP and agree to abide by the same. We also note that IBPS reserves the right to cancel the order and order cancellation clause as per terms and condition would be applicable. We understand that for delays not attributable to us or on account of uncontrollable circumstances, compensation will not be levied and that the decision of IBPS will be final and binding on us.

We agree to abide by this offer till 180 days from the last date stipulated by IBPS for submission of bid, and our offer shall remain binding upon us and may be accepted by IBPS any time before the expiry of that period.

Until a formal contract is prepared and executed with the selected bidder, this offer will be binding on us. We also certify that the information/data/particulars furnished in our bid are factually correct. We also

accept that in the event of any information / data / particulars are found to be incorrect, IBPS will have the right to disqualify us and forfeit bid security.

We undertake to comply with the terms and conditions of the bid document. We understand that IBPS may reject any or all of the offers without assigning any reason whatsoever.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company/Firm:

Address



## AnnexureE4 -Bidder's Information

<b>Details of the Bidder</b>				
1	Name of the Bidder (Prime)			
2	Address of the Bidder			
3	Status of the Company (Public Ltd/ Pvt. Ltd)			
4	Details of Incorporation of the Company.	Date:		
		Ref#		
6	Valid GST registration no.			
7	Valid Service tax registration no.			
8	Permanent Account Number (PAN)			
9	Name & Designation of the contact person to whom all references shall be made regarding this tender			
10	Telephone No. (with STD Code)			
11	E-Mail of the contact person:			
12	Mobile number(s)			
13	Website			
<b>Financial Details (as per audited Balance Sheets) (in Cr)</b>				
14	Year	Year 1	Year 2	Year 3
15	Net worth			
16	Turn Over			
17	PAT			

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

## Annexure E5–DECLARATION REGARDING APPLICATION

To

IBPS  
Mumbai

Sir,

**Re: RFP No. IBPS: RFP-ONE/2025/001 Dated 20th March 2025 for “Examination Integrity Service Provider for monitoring exam related activities”.**

I, \_\_\_\_\_ declare that we M/s (*Name of the Bidder*) are the sole owners of the proposed application for conducting data and image analysis.

Or

I declare that we are the authorized licensee of the application which is owned by \_\_\_\_\_. The license is valid Till \_\_/\_\_/20xx (date).

I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)  
Printed Name  
Designation  
Seal  
Date:  
Business Address:

## Annexure E6 – Compliance to Mandatory Eligibility Criteria

S.N O.	ELIGIBILITY	REQUIRED DOCUMENTS	Compliance
A	The Bidder should be a company registered under Companies Act, since the last three years.	Please submit: 1. Articles of Association. 2. Memorandum of Association. 3. Certificate of Incorporation.	
B	The Bidder should have annual average turnover of last 3 financial years. (2018-19,2019-20,2020-21) minimum <b>Rs. 100 Cr.</b>	This must be supported by audited financial statements (Reports) for the financial year 2021-22, 2022-23, 2023-24.	
C	The Bidder should be a <b>profit</b> making company <b>OR</b> have positive net worth in the last <b>3</b> financial years as above.	This must be supported by audited financial statements (Reports)	
D	The turnover and other financial credentials have to necessarily be of the bidder and such credentials of Group / parent company will not be acceptable.	Self-declaration on official company letter head with sign & seal to be submitted	
E	As on date of submission of the proposal, the bidder should not be blacklisted by Government of India/State Government/PSUs	Undertaking by the authorized signatory	
F	The bidder should have executed at least 02 audit related project (related to process review/fraud prevention/fraud detection) in the government or public sector with cumulative value of at least INR 5 Cr value in the past 3 years (FY 2021-22,2022-2023,2023-2024)	Copies of purchase order (or agreement) of the projects to be provided or payment receipt.	
G	The bidder must have at least 100 full time resources working in the organization for each of the past 3 years (FY 2021-22,2022-2023,2023-2024)	Provident fund registration or Insurance certificate/self-certified documents from HR	
<b>Note:</b> <ul style="list-style-type: none"> <li>➤ <b><i>Bidder should not provide financial details &amp; other corresponding details of the group company/franchisee/sister company but of only that bidding entity which is participating in the Bid.</i></b></li> <li>➤ <b><i>Each Parameter/Criteria which is utilized for technical assessment has to be supported by relevant documentary proof, attached as separate annexure for the required period only with proper label and numbering.</i></b></li> </ul>			

## **Annexure E7 – Declaration for Acceptance of RFP Terms and Conditions**

To

IBPS  
Mumbai

Sir,

**Re: RFP No. IBPS: RFP-ONE/2025/001 Dated 20th March 2025 for “Examination Integrity Service Provider for monitoring exam related activities”.**

I have carefully gone through the Terms & Conditions contained in the above referred RFP document. I declare that all the provisions of this RFP are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

## **Annexure E8 – Declaration for Acceptance of Scope of Work**

**To**

IBPS  
Mumbai

Dear Sir,

**RFP No. IBPS: RFP-ONE/2025/001 Dated 20th March 2025 for “Examination Integrity Service Provider for monitoring exam related activities”.**

I have carefully gone through the Scope of Work contained in the above referred RFP document. I declare that all the provisions of this RFP are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)  
Printed Name  
Designation  
Seal  
Date:  
Business Address:

## Annexure E9 – Format Power of Attorney

(On Stamp paper of relevant value)

Know all men by the present, we \_\_\_\_\_ (name of the company and address of the registered office) do hereby appoint and authorize Mr \_\_\_\_\_ (full name and residential address) who is presently employed with us holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for “\_\_\_\_\_” in response to the RFP No. \_\_\_\_\_ by IBPS, including signing and submission of all the documents and providing information/responses to IBPS in all the matter in connection with our bid.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2025.  
For \_\_\_\_\_.  
(Signature)  
(Name Designation and Address)

Accepted  
Signature)  
(Name Designation)  
Date:  
Business Address:

## **Annexure E10 – Other Undertakings**

**To**

IBPS  
Mumbai

Dear Sir,

**Re:**

**RFP No. IBPS: RFP-ONE/2025/001 Dated 20th March 2025 for “Examination Integrity Service Provider for monitoring exam related activities”.**

We declare that we shall not sub-let or subcontract this job to any other person or firms in any circumstances during the Contract validity period. We shall complete this work on our own.

However, we may be allowed to use 3rd parties for man, material and services that may be needed to execute the project (without any intention of subletting/ subcontracting). In this case, the overall accountability/ liability / indemnity to IBPS shall be ours.

All software used shall be licensed versions.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

## Annexure E11 – Other Undertakings

Undertaking on Patent Rights  
[Company Letter head]

Date:

To,

*Institute of Banking Personnel Selection  
IBPS House, 90 feet, D.P. Road,  
Near Thakur Polytechnic College,  
Off Western Express Highway,  
Kandivali (East)  
Mumbai - 400 101.*

Subject: Undertaking on Patent Rights

Sir,

1. I/We as Service Provider (EISP) do hereby undertake that none of the deliverables being provided by us is infringing on any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence.
2. I/We also confirm that there shall be no infringement of any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence, in respect of the equipment, systems or any part thereof to be supplied by us. We shall indemnify IBPS against all cost/claims/legal claims/liabilities arising from third party claim in this regard at any time on account of the infringement or unauthorized use of the patent or intellectual and industrial property rights of any such parties, whether such claims arise in respect of manufacture or use. Without prejudice to the aforesaid indemnity, the EISP shall be responsible for the completion of the supplies including spares and uninterrupted use of the equipment and/or system or any part thereof to IBPS and persons authorized by IBPS, irrespective of the fact of claims of infringement of any or all the rights mentioned above.
3. If it is found that it does infringe on patent rights, I/We absolve IBPS of any legal action.

Yours faithfully,  
Authorized signatory  
Designation



## Annexure E12 – Other Undertakings

### Undertaking on Pricing of Items of Technical Response

[Company Letter head]

Date:

To,

*Institute of Banking Personnel Selection  
IBPS House, 90 feet, D.P. Road,  
Near Thakur Polytechnic College,  
Off Western Express Highway,  
Kandivali (East)  
Mumbai - 400 101.*

Subject: Undertaking on Pricing of Items

Sir,

I/We do hereby undertake that Commercial Proposal submitted by us is inclusive of all the items in the technical proposal and is inclusive of all the clarifications provided/may be provided by us on the technical proposal during the evaluation of the technical proposal.

We understand and agree that our Commercial Proposal is firm and final and that any clarifications sought by you and provided by us would not have any impact on the Commercial Proposal submitted by us.

Yours faithfully,

Authorized Signature

Name and title of signatory:

Name of firm:

Address:

Location:

Date:

## Annexure E13 – Other Undertakings

Undertaking on Service Level Compliance  
[Company Letterhead]

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

To,

*Institute of Banking Personnel Selection  
IBPS House, 90 feet, D.P. Road,  
Near Thakur Polytechnic College,  
Off Western Express Highway,  
Kandivali (East)  
Mumbai - 400 101.*

Sub: Undertaking on Service Level Compliance

Sir,

1. I/We as EISP do hereby undertake that we shall monitor, maintain and comply with the service level as described in the RFP to provide quality service to IBPS.
2. However, if the proposed number of resources is found to be not sufficient in meeting the tender and/or the Service Level requirements given by IBPS, then we will augment the team without any additional cost to IBPS.

Yours faithfully,

Authorized signatory  
Designation

## Annexure T1 – Technical Score Matrix

Bidder should provide complete details with valid documentary proof for each line item:

Poi nt	criteria	MAX. MARKS	Documentary proof	Compliance
1	Experience of the bidder in projects which includes project management unit or project management consulting related activities for state/ central government in last 3 years, (Minimum value of each project should be INR 5 Cr) 2 separate projects to be submitted) Total 10 marks per project.	20	Certificate by a whole-time Director OR Certificate by the Company Secretary/Chartered Accountant of the bidder OR purchase order/work order	
2	Experience of bidder in consulting/advisory projects for central government or state government examination conducting agency I. Minimum 2 projects involving process review related to fraud/malpractice prevention /detection with minimum value of INR 50 lakhs - 5 mark each II. Minimum 2 projects involving process review related to fraud/malpractice prevention/detection with minimum value of INR 50 lakh in computer-based examination- 5 marks each	20	Copy of work orders/contract/agreement or work completion certificates	
3	Approach, methodology and capability for execution of the project Presentation on the approach and methodology on bidder's understanding of the IBPS requirements. 3. Approach / technology proposed including work schedule, quality assurance including reporting formats- 10 marks 4. Live demo of technology tools to be used for entire process to prevent malpractices / impersonation (basis data provided by IBPS). evaluation will be done basis accuracy and completeness of following analysis: - CCTV analytics and image analysis on near real time - maximum 10 marks 3. Post exam log analysis and investigation maximum – 10 marks	30	To be assessed based on Technical proposal, presentation and demo of software/tools	

4	General Manpower Strength of Bidder on their rolls Manpower as on 31st January 2025 > 201 & above - 10 Marks > 101 -200 - 6 Marks > 50-100 - 2 mark	10		
5	Key experts' qualification competence for this project 1 - Technical team leader - 4 marks  a. Minimum qualification (B Tech/MBA) b. Experience in working on designing Artificial Intelligence and Machine learning based models c. Minimum 3 years of technical experience with 1-year experience in exam analytics.  2. Computer forensic/ incident response expert - 4 marks  a. Minimum educational qualifications (minimum technical graduate and any diploma. /certification in cyber forensics) b. Minimum 1 project related to cyber forensics  3. Support Team Members (2 marks)	10		
6	Bidder Turnover criteria: (in INR)  100 cr <value<= 150cr - 2 marks  150 cr <value <:200 cr - 6 marks  Value > 200 cr - 10 marks	10		

- ❖ It is mandatory for bidder that values for above matrix should be supported with documentary proof and labeling/indicating where the supported documentary proof is filed in the submitted technical bid.
- ❖ Documentary proof is to be submitted along with technical bid in sealed cover. No other mode of submission of documentary proof shall be accepted.
- ❖ 140 score will be converted to 70
- ❖ Centre means a place /location e.g.; Mumbai, Pune, Chennai etc.
- ❖ Venue means a college / institution where exam is conducted

**C – Project done details:**

[Using the format below kindly provide the details for each project, Bidder has handled:

Sr.No.	Particulars	Details
1.	Name of the Project	
2.	Approximate cost of contract/Project cost	
3.	Organization	
4.	Duration of Project (months)	

**Note:** Please provide documentary evidence from the client wherever applicable.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

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

## **Annexure T2 - Declaration regarding Clean Track by Bidder**

### **Declaration for Clean Track Record (On Company/firm's Letterhead)**

To

IBPS  
Mumbai

Dear Sir,

**Re: RFP No. IBPS: RFP-ONE/2025/001 Dated 20th March 2025 for “Examination Integrity Service Provider for monitoring exam related activities”.**

I have carefully gone through the Terms and Conditions contained in the above referred RFP. I hereby declare that my company/firm is not currently debarred/black listed by any Government / Semi Government organizations/ Institutions in India or abroad. I further certify that I am competent officer in my company/firm to make this declaration.

Or

I declare the following

<b>No.</b>	<b>Country in which the company is debarred/ blacklisted/case is pending</b>	<b>Black listed/ debarred by Government / Semi Government organizations/ Institutions</b>	<b>Reason</b>	<b>Since when and for how long</b>

(NOTE: In case the company/firm was blacklisted previously, please provide the details regarding Period for which the company/firm was blacklisted and the reason/s for the same)

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

## Annexure T3 - Client Details

Provide details of major client details wherever available:

S. No.	Name of Institution	Contact Person Name and Designation	Contact Details with e-mail	Preferable time to contact

Signature: \_\_\_\_\_.

Name: \_\_\_\_\_ -

Designation: \_\_\_\_\_

Date: \_\_\_\_\_, Place \_\_\_\_\_

Date: \_\_\_\_\_, Place \_\_\_\_\_

## **Annexure T4 – PROJECT PLAN**

Please describe the Project Plan and the Implementation strategy. (in 2-3 pages)



## **Annexure T5 – SHORT DESCRIPTION**

### **Short Description of the Proposal**

Please provide a short description of the Proposal proposed by you, giving details of the Hardware proposed to be used, the Software, the manpower, your contingency plan etc. (in 2-3 pages)

## **Annexure – T 6 NON-DISCLOSURE AGREEMENT**

### *On Company Letter Head*

This Unilateral Non- Disclosure Agreement is made on this ----- day of -----, 2025 (“Effective Date”) By \_\_\_\_\_, a company incorporated in India (Hereinafter referred to as “Bidder / Receiving Party”, which expression shall mean and include unless repugnant to the context, its successors and permitted assigns);

And

Institute of Banking Personnel Selection, being the disclosing party, having its office at Mumbai (Hereinafter referred to as “IBPS”, which expression shall mean and include unless repugnant to the context, its successors and permitted assigns)

IBPS has issued a public notice inviting eligible bidders to engage an Examination Integrity Service Provider (EISP) for Monitoring Exam Related Activities. (Hereinafter referred to as “Project”)

The RFP for the purpose is already available and provided by IBPS. To understand the detailed Scope of Work and the interest shown by the bidder to bid for the proposed Project,

The Bidder / Receiving party agrees as follows:

1. In connection with the “Project”, the Disclosing party (IBPS) will provide to the Bidder a Detailed Document on the Scope of Work. The Request for Proposal along with the Scope of Work contains details and information of IBPS operations that are considered confidential.
2. The Bidder to whom this Information (i.e. detailed Scope of Work) is disclosed shall:
  - Hold such Information in absolute confidence with the same degree of care with which the Bidder protects its own personnel, confidential and proprietary information.
  - Use the Information only as needed for the purpose of bidding for the Project.
  - Except for the purpose of bidding for the Project, not copy or otherwise duplicate such Information or knowingly allow anyone else to copy or otherwise duplicate such Information.
  - Undertake to document the number of copies it makes with regard to the project, and
  - On completion of the bidding process and in case unsuccessful, promptly return to IBPS, all Information in a tangible form or certify to IBPS that it has destroyed such Information as relating to the project.
3. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any Information which:
  - Was previously known to the Bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder’s written records prepared prior to such a disclosure; or
  - Is or becomes publicly known through no wrongful act of the Bidder; or

- Is independently developed by an employee, agent or contractor of the Bidder not associated with the Project and who did not have any direct or indirect access to the Information.
4. The Agreement shall apply to all Information relating to the Project disclosed by IBPS to the Bidder under this Agreement.
  5. IBPS will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available under statutes or in equity for such a breach.
  6. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the bidder, in any of the Information. Notwithstanding the disclosure of any Information by IBPS to the Bidder, IBPS shall retain title and all intellect property and proprietary rights to the Information. No license under any trademark, patent or copyright, or application for same that are now or thereafter may be obtained by such party is either granted or implied by the conveying of Information. The Bidder shall not alter or obliterate any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of IBPS on any copy of the Information and shall reproduce any such mark or notice on all copies of such Information.
  7. This Agreement shall be effective from the date it is signed and shall continue in perpetuity.
  8. Upon written demand of IBPS, the Bidder shall (i) cease using the Information, (ii) return the Information and all copies, notes or extracts thereof to IBPS forthwith after receipt of notice, and (iii) upon request of IBPS, certify in writing that the Bidder has complied with the obligations set forth in this paragraph.
  9. This Agreement constitutes the entire agreement / undertaking by the Bidder to IBPS relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
  10. CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITH ALL FAULTS. IN NO EVENT SHALL IBPS BE LIABLE FOR THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION.
  11. This Agreement shall benefit and be binding upon the Bidder and its respective subsidiaries, affiliate, successors and assigns.
  12. Agreement shall be governed by and construed in accordance with the Indian laws and dispute, if any, will be settled in the Courts of Mumbai Jurisdiction only.
  13. Additional oral agreements do not exist.

For and on behalf of the Bidder.

\_\_\_\_\_(Signature with seal)

(Name of the Authorized Signatory)

Date

Address

Location:

## Annexure – T 7 Mask Price Bid (Without Price)

- ❖ **Do not quote any price in this form.** Prices should be quoted only in Annexure C2 and submitted in envelope C.
- ❖ **All blank cells in this Annexure are to be filled with 'xxxx' (meaning masking) and bidder to ensure each of these cells have been filled up in the actual commercial bid i.e. Annexure C2**

S No.	Activity	Rate Variable	Illustrative quantity per exam (up to)	Bid Amount (INR) – In figures	Bid Amount (INR) – In words
1	Pre exam image analysis of candidates along with one-year historic data	Per registered candidate	1,00,000	xxxxxx	xxxxxx
2	Pre exam forensic data analysis on application data of candidates	Per registered candidate	1,00,000	xxxxxx	xxxxxx
3	Exam centre infra review (pre exam) and process review at exam centre (during exam)	Per person per day per Centre	20	xxxxxx	xxxxxx
4	During exam CCTV analysis using AI	Per camera per shift	300	xxxxxx	xxxxxx
5	During exam face check at exam centre using technology	Per appeared candidate	1,00,000	xxxxxx	xxxxxx
6	Post exam log analysis, Image analysis and SLA monitoring	Per appeared candidate	50,000	xxxxxx	xxxxxx
7	Post exam review of CCTV using AI	Per camera per shift	300	xxxxxx	xxxxxx

Note: -

(1) If the quantity per exam increases by 25% then bidder will be paid quoted price minus 10% on account of volume discount.

(2) If the quantity per exam increases by 50% then bidder will be paid quoted price minus 25% on account of volume discount

(3) If the quantity per exam increases by 75% then bidder will be paid quoted price minus 35% on account of volume discount

(4) If the quantity per exam increases by >or = 100% then bidder will be paid quoted price minus 50% on account of volume discount

**Note:**

- a) Price should be written both in figures and words. Price quoted above is exclusive of GST and local taxes.**
  - b) Lowest Commercial bid will be determined based on total amount quoted in table of the Commercial bid.**
  - c) The bidder will have to substantiate the taxes and levies claimed by him in each bill. The bidders will be required to provide documentary evidence of the rates of tax as applicable on the basic unit cost quoted at the time of claiming payment.**
  - d) If the bidder quotes 'Nil' charges/ considerations, the bid shall be treated as unresponsive and will not be considered. Also '0' (Zero) value should not be entered against any item.**
  - e) If there is any discrepancy between rates quoted in figures and words, the rates quoted in words will prevail.**
- **If Add-on device/service is not quoted than bid will not be considered for evaluation and bidder would be disqualified from further bidding process.**

**Seal and Sign**

## **Annexure – T8 QUALITY ASSURANCE GROUP**

<b>Sr. No.</b>	<b>Name of persons</b>	<b>Qualification</b>	<b>Working Since</b>	<b>Experience</b>

Note on organizations quality management system (one-page note to be attached)

Signature and seal of the bidder

Name & Address in capital letter with designation

## Section-10 Annexures to be put in Envelope 'C'

### Annexure C1- Commercial Bid Form

(To be included in Commercial Bid Envelope)

To:

Date:

IBPS

Dear Sir,

**Re: RFP No. IBPS: RFP-ONE/2025/001 Dated 20th March2025 for “Examination Integrity Service Provider for monitoring exam related activities”.**

We undertake, if our Bid is accepted, to provide \_\_\_\_\_ for the above purpose within the stipulated time schedule.

We agree to abide by the Bid and the rates quoted therein for the orders awarded by IBPS up to the period prescribed in the Bid which shall remain binding upon us. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We have complied with all the terms and conditions of the RFP. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this..... Day of.....2025.

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

## Annexure – C2 COMMERCIAL BID

**Note:** Prices should exclude all applicable statutory taxes / levies. However, they should be shown separately at current rates. These will be paid additionally at the rates applicable at the time of raising of Invoice.

❖ The rates are for full part of the exam and if some part is to be supplemented / diluted than the same can be negotiated at appropriate time.

S No.	Activity	Rate Variable	Illustrative quantity per exam (up to)	Bid Amount (INR) – In figures	Bid Amount (INR) – In words
1	Pre exam image analysis of candidates along with one-year historic data	Per registered candidate	1,00,000		
2	Pre exam forensic data analysis on application data of candidates	Per registered candidate	1,00,000		
3	Exam centre infra review (pre exam) and process review at exam centre (during exam)	Per person per day per Centre	20		
4	During exam CCTV analysis using AI	Per camera per shift	300		
5	During exam face check at exam centre using technology	Per appeared candidate	1,00,000		
6	Post exam log analysis, Image analysis and SLA monitoring.	Per appeared candidate	50,000		
7	Post exam review of CCTV using AI	Per camera per shift	300		

**Note:** -

(1) If the quantity per exam increases by 25% then bidder will be paid quoted price minus 10% on account of volume discount.

(2) If the quantity per exam increases by 50% then bidder will be paid quoted price minus 25% on account of volume discount

(3) If the quantity per exam increases by 75% then bidder will be paid quoted price minus 35% on account of volume discount

(4) If the quantity per exam increases by >or = 100% then bidder will be paid quoted price minus 50% on account of volume discount.



**Note:**

- a) Price should be written both in figures and words. Price quoted above is exclusive of GST and local taxes.**
- b) Lowest Commercial bid will be determined based on total amount quoted in table of the Commercial bid.**
- c) The bidder will have to substantiate the taxes and levies claimed by him in each bill. The bidders will be required to provide documentary evidence of the rates of tax as applicable on the basic unit cost quoted at the time of claiming payment.**
- d) If the bidder quotes 'Nil' charges/ considerations, the bid shall be treated as unresponsive and will not be considered. Also '0' (Zero) value should not be entered against any item.**
- e) If there is any discrepancy between rates quoted in figures and words, the rates quoted in words will prevail.**

**Seal and Sign**

## SECTION – 11 Documents to be submitted by the selected Bidder after Notice of Award

(To be completed by the successful Bidder)

### Draft Performance Security Guarantee

#### PROFORMA OF BANK GUARANTEE FOR PERFORMANCE

(To be submitted on Stamp Paper of the appropriate value to be purchased in name of the issuing bank)

Date

Beneficiary :Institute of Banking Personnel Selection

Institute of Banking Personnel Selection  
Mumbai

Performance Bank Guarantee No:

We have been informed that----- ( hereinafter called "the Supplier") has received the purchase order no. "-----" **dated** ----- issued by Institute of Banking Personnel Selection (IBPS) for ----- (hereinafter called "the Purchase Order").

Furthermore,we understand that, according to the conditions of the Purchase order, a Performance Bank Guarantee is required.

At the request of the Supplier,We -----(name of the Bank), the issuing Bank to furnish the details of its incorporation, and having its registered office at ----- and, for the purposes of this Guarantee and where claims are payable, acting through its ---- branch presently situated at ----- -- (hereinafter referred to as "**Bank**" which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns),hereby irrevocably undertake to pay you without any demur or objection any sum(s) not exceeding in total an amount of **Rs.-----** **----- (in figures) (Rupees----- (in words)----- only)** upon receipt by us of your first demand in writing on or before ----- (Date) declaring the Supplier to be in default under the purchase order, without caveat or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein. Notwithstanding anything regarding validity of this bank guarantee stated above, this bank guarantee can be invoked within **6 months** of the expiry of the validity period.

Please note that you may, if you so require, independently seek confirmation with --(Bank Name & Issuing branch address)-----, that this Bank Guarantee has been duly and validly issued.

Notwithstanding anything contained in the foregoing:

- (i) The liability of ----- (Bank), under this Bank Guarantee is restricted to a maximum total amount of Rs. -----<Amount in figures and words>.
- (ii) The liability of ----- (Bank), under this Bank Guarantee is finally discharged if no claim is made on behalf of IBPS within **six months** of the expiry of the validity period of this Bank Guarantee viz. from -----.
- (iii) Our liability pursuant to this Bank Guarantee is conditional upon the receipt of a valid and duly executed written claim or demand, by ----- (Bank)-----  
----- (Address), delivered by hand, courier or registered post, or by fax prior to close of banking business hours on ----- (Date) failing which all rights under this Bank Guarantee shall be forfeited and ----- (Bank), shall stand absolutely and unequivocally discharged of all of its obligations hereunder. This Bank Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of Mumbai shall have exclusive jurisdiction.

Kindly return the original of this Bank Guarantee to -----  
----- (Bank & Its Address), upon the earlier of (a) its discharge by payment of claims aggregating to Rs. ----- <Amount in figures & words>. (b) Fulfillment of the purpose for which this Bank Guarantee was issued; or (c) <Claim Expiry Date>

All claims under this Bank Guarantee will be made payable at -----  
----- (Bank & Its Address).

Signature of Authorised representative of the Bank

**END OF DOCUMENT**

### Corrigendum-1

Tender Ref. No- IBPS/RFP-ONE/2025-26/001-A dated 20.03.2025

Tender Name- Engage an Examination Integrity Service Provider (EISP) for monitoring Examination related activities

“ To the bidders who participated in the previous tendering procedure of Engage an **Examination Integrity Service Provider (EISP)** and qualified in Technical bid evaluation round need not submit the tender documents, EMD and Tender fee again as the same will be considered valid for this revised tender process”

**Annexure-14****Bidder Profile**

To,

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

i)	Name and Address of the Bidder		
ii)	Name of Authorised Signatory of the Bidder Phone No. Mobile No. Email Id.		
iii)	Certificate of Incorporation		
iv)	Total Annual Financial Turnover	FY 2021-22	
		FY 2022-23	
		FY 2023-24	
v)	PAN No.		
	GST Registration No. (Delhi)		
vi)	Quality Certification No / License if any		
	Details of Issuing Authority		
	Validity of Certificate		
vii)	Bank Detail for RTGS/NEFT		
viii)	Details of Earnest Money Deposit (EMD) (No., Date, Bank, Amount,,UTR etc.)		
viii)	Details of Tender Fee Deposit (No., Date, Bank, Amount, UTR etc.)		

Signature of Authorised Signatory

Name:

Designation:

**Annexure-15**

**Format for Power of Attorney**

**POWER OF ATTORNEY**

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

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

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

(Add in the case of a Consortium)

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

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 2025

(Signature and Name of authorized signatory)

\_\_\_\_\_

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

Seal of firm Company

Witness 1:

Witness 2:

Notes:

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

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