



रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड  
(भारत सरकार का एक उपक्रम)

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

**ELECTRONIC TENDER DOCUMENT**

**FOR**

**“Selection of Managed Service Partner (MSP) for Design, Supply, Installation, Configuration, Customization, Operations & Maintenance of Aadhaar Authentication Software Platform for ASA/AUA/KSA/KUA Services through Open tender”**

**E-निविदा संख्या: रेलटेल/ओटी/सीओ/वीएबी/25-26/एसएस-केएसए-एमएसपी/08/ई-48717 दिनांक:  
03.09.2025**

**OPEN E-Tender No. RCIL/OT/CO/VAB/25-26/ASA-KSA-MSP/08/E-48717 Dated:  
03.09.2025**

**(Two Packet System)**



**RailTel Corporation of India Ltd.**  
**Plate-A, 6th Floor, Office Tower-2,**  
**NBCC Building, East Kidwai Nagar, New Delhi-110023**  
**P:011-22900600, F: 011-2290069**

**खुली E-निविदा न.: ई-टेंडर संख्या रेलटेल/ओटी/सीओ/वीएबी/25-26/एसए-केएसए-एमएसपी/08/ई-48717 दिनांक: 29.08.2025**

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड (रेलटेल) "एसए/एयू/केएसए/केयू सेवाओं के लिए आधार प्रमाणीकरण सॉफ्टवेयर प्लेटफॉर्म के डिजाइन, आपूर्ति, स्थापना, विन्यास, अनुकूलन, संचालन और रखरखाव तथा ओवीडी सत्यापन के लिए खुली निविदा के माध्यम से प्रबंधित सेवा साझेदार (एमएसपी) का चयन" के लिए दो पैकेट प्रणाली में ई-निविदाएं आमंत्रित करता है।

|    |  |   |
|----|--|---|
| क) | निविदा डाउनलोड करने की प्रारंभिक तिथि                            | 03.09.2025  |
| ख) | बोली प्रस्तुत करने की अंतिम तिथि और समय                          | 24.09.2025 को 15.00 बजे तक.   |
| ग) | ई-बिड खुलने की तिथि और समय                                       | 24.09.2025 को 15.30 बजे.  |
| घ) | बयाना राशि (ईएमडी) <sup>#</sup>                                  | ₹.20,00,000/- का भुगतान किया जाना है रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड के पक्ष में। आरटीजीएस/एनईएफटी के माध्यम से ऑनलाइन। |
| ङ) | निविदा दस्तावेज की फीस <sup>#</sup>                              | ₹. 0/-  |
| च) | निविदा की अनुमानित लागत  | -   |
| छ) | बोलीदाता(ओं)/ओईएम(ओं) को अपने प्रश्न प्रस्तुत करने की अंतिम तिथि | 10.09.2025 को 18.00 बजे तक  |
| ज) | प्री बिड मीटिंग  | 12.09.2025 को 15.30 बजे ऑनलाइन के माध्यम से   |

**ईएमडी और निविदा लागत सीधे रेलटेल बैंक खाते में जमा की जाएगी।**

नोट: निविदा सूचना और निविदा प्रलेख रेलटेल की वेबसाइट पर उपलब्ध हैं और [www.railtelindia.com](http://www.railtelindia.com) या ई-टेंडरिंग पोर्टल <https://www.railtel.enivida.com> से डाउनलोड किए जा सकते हैं। ऑनलाइन बोली जमा करने के लिए निविदाकर्ता को पोर्टल <https://www.railtel.enivida.com> से निविदा प्रलेख की आधिकारिक ऑनलाइन प्रतिडाउनलोड करनी होगी। सभी भविष्य की जानकारी अर्थात् इस निविदा के लिए शुद्धिपत्र / परिशिष्ट / संशोधन आदि निविदा केवल ई-टेंडरिंग पोर्टल पर पोस्ट की जाएगी। रेलटेल कार्यालय से निविदा प्रलेख की मुद्रित प्रति नहीं बेची जाएगी।

बोली दाता तैयारी, बोली की तैयारी/प्रस्तुति /भागीदारी से संबंधित सभी लागतों को वहन करेगा। रेलटेल किसी भी तरह से आचरण या परिणाम की उदासीनता से इन लागतों के लिए जिम्मेदार या उत्तरदायी नहीं होगा।

**महाप्रबंधक/ VAB**



**RailTel Corporation of India Ltd.**  
Plate-A, 6th Floor, Office Tower-2,  
NBCC Building, East Kidwai Nagar, New Delhi-110023  
P:011-22900600, F: 011-2290069

Open E-Tender No.: RCIL/OT/CO/VAB/25-26/ASA-KSA-MSP/08/E-48717/ Dated: 03.09.2025

RailTel Corporation of India Ltd. (RailTel) invites E-Tenders in Two Packet System for “**Selection of Managed Service Partner (MSP) for Design, Supply, Installation, Configuration, Customization, Operations & Maintenance of Aadhaar Authentication Software Platform for ASA/AUA/KSA/KUA Services through Open tender**”

|    |                                     |   |
|----|-------------------------------------|---|
| a) | Opening date of Tender downloading  | 03.09.2025  |
| b) | Last date for Submission of bids    | 24.09.2025 up-to 15:00 Hrs. (Online)  |
| c) | Opening of bids                     | 24.09.2025 at 15:30 Hrs. (Online)   |
| d) | Earnest Money (EMD)                 | Rs 20,00,000/- to be made in favor of RailTel Corporation of India Ltd. Online through RTGS/NEFT. |
| e) | Cost of Tender Document             | Rs. 0/-.  |
| f) | Estimated Cost of the Tender        | -   |
| g) | Last date for submission of queries | Till 10.09.2025, 18:00 Hrs  |
| h) | Pre-Bid Meeting                     | 12.09.2025 at 15:30 Hrs (Through Online)  |

**The EMD will be deposited directly in the RailTel Bank Account.**

**Note:** Tender Notice and Tender Document are available on RailTel’s website and can be downloaded from [www.railtelindia.com](http://www.railtelindia.com) or from the e-Tendering portal <https://www.railtel.enivida.com>. For online bid submission the bidder will have to necessarily download an official online copy of the tender documents from e-nivida portal. All future Information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on the e-Tendering Portal only. Printed copy of Tender document will not be sold from RailTel office.

The bidder shall bear all costs associated with the preparation, submission/participation in the bid. Purchaser in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

**General Manager/VAB**

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**CHAPTER-1**  
**ABOUT RAILTEL AND ITS SERVICES**

**1. About RailTel**

- a. RailTel Corporation of India Limited, a Public Sector Undertaking under the Ministry of Railways, Govt. of India, is a national telecom service provider having NLD and ISP licenses and is a major ICT services and solution provider. RailTel objective is to become preferred telecom solution and service provider for the knowledge economy.
- b. RailTel Corporation, a "NAVRATNA" PSU, is amongst the largest neutral telecom infrastructure providers in India with an extensive Optic Fiber network across the nation's Railway route.
- c. The Indian Railways traverse over 63,000 RKM, connecting over 7000 locations. The network provides connectivity to small stations at every 8-10 kms and major stations at every 50- 60 kms which are mostly located centrally at commercial / residential hubs. RailTel has created a robust OFC-based network, facilitating installation of Point of Presence at over 4500 locations.
- d. The OFC network of RailTel has a layered architecture with mesh/ring topology to support route redundancy. The aggregation layer is supported on multiple rings of STM-64/16 system; and the Core network on high-capacity DWDM system. The network provides bandwidth options of various granularities going up to n x 10G & n x 100G. RailTel has installed a MPLS network with PoPs in all major cities to support various IP-enabled services across 4500 locations.
- e. The OFC based access network created by RailTel at important commercial hubs of 100 cities in the country enables delivery of services at doorstep of enterprises.
- f. RailTel has become Authentication Service Agency (ASA), Authentication User Agency (AUA), KYC Service Agency (KSA) and KYC User Agency (KUA) of UIDAI to render Aadhaar based Authentication and e-KYC services to various customers, partners and stakeholders.
- g. Equipped with Tier-III (Design & Facility), ISO 27001:2013 Certification for Information Security Management System, ISO 20000:2018 Certification for Service Management System, ISO 9001:2015 Certification for Quality Management System, ISO 27017:2015 Certification for Cloud Security, ISO 27018:2019 Certification for Data Privacy in Cloud Service, ISO 27033 Certification for Network Security, CMMI Maturity Level-4 Certified for Process Improvement. RailTel's wide gamut of managed telecom services on offer to Indian Telecom market includes Managed data services, lease lines, MPLS based IP-VPN, Broadband & Internet services, NGN based voice carriage services, Tower co-location, Data Center, Tele-presence, RailWire broadband services, Wifi services, Aadhar Services, e-Tendering services, Consultancy and ICT/ system integration.
- h. RailTel's services extend to major Telecom Operators, Internet Service Providers, MSOs, MNCs, Enterprises, Defence & Strategic organizations, Banks, Government Institutions/ Departments, Educational Institutions/ Universities etc.

## **2. Purpose of this TENDER:**

- i. RailTel through this tender will select Managed Service Partner for Design, Supply, Installation, Configuration, Customization, and Operations & Maintenance of Aadhaar Authentication Software Platform for ASA/AUA/KSA/KUA Services.
- ii. The intent of the tender is to invite eligible firms (who meet the qualification criteria as defined in tender Document Chapter 9 ( Annexure-2) for selection of Managed Service Partner for Design, Supply, Installation, Configuration, Customization, Operations & Maintenance of Aadhaar Authentication Software Platform for ASA/AUA/KSA/KUA Services.
- iii. Duration of Contract with selected MSP will be 3 ( years) from the date of Go-live date and can be extended by further 2 years.

## **3. Project Background**

- i. RailTel has become Authentication Service Agency (ASA), Authentication User Agency (AUA), KYC Service Agency (KSA) and KYC User Agency (KUA) of UIDAI to render Aadhaar based Authentication and e-KYC services to various customers, partners and stakeholders. Total Anticipated yearly revenue is approximately Rs. 16.8 Cr with anticipated growth of 20% form Aadhaar Authentication Services.
- ii. ASAs are entities that have established secure leased line connectivity with the CIDR (Aadhaar Database) compliant with UIDAI's standards and specifications. ASAs offer their UIDAI-compliant network connectivity as a service to Authentication User Agencies and transmit AUAs' authentication requests to CIDR. Only entities contracted with UIDAI as ASAs shall send authentication requests to the CIDR; no other entity can directly communicate with CIDR. An ASA could serve several AUAs; and may also offer value added services such as multi-party authentication, authorization and MIS d to AUAs. Once the Aadhaar ASA authentication application stack has been established, it can be used for serving multiple AUAs in future thereby expanding business with one-time setup.
- iii. AUA is any government / public / private legal agency registered in India that seeks to use Aadhaar authentication for its services. An AUA is the principal agency that sends authentication requests to enable its services / business functions. An AUA connects to the CIDR through an ASA (either by becoming ASA on its own or contracting services of an existing ASA).

The Aadhaar e-KYC API can be used (only with the explicit authorization of the resident through biometric/OTP authentication) by an agency to obtain latest resident demographic data and photo data from UIDAI. The resident servicing agency is called the KYC User Agency (KUA). The KUA accesses the e- KYC service through a KYC Service Agency (KSA). The KSA provides connectivity to the UIDAI's Central ID Repository (CIDR).

**CHAPTER-2**  
**BID DATA SHEET**

|   |  |
|---|--|
| Tender Reference  | <b>Open E-Tender No.: RCIL/OT/CO/VAB/25-26/ASA-KSA-MSP/08/E-48717 Dated: 03.09.2025</b>  |
| Cost of Tender documents  | Rs. 0/-  |
| Date of issue of Tender   | <b>03.09.2025</b>  |
| Earnest Money Deposit (EMD)   | Rs. <b>20,00,000/-</b> in form of NEFT/RTGS  |
| RailTel Bank Account Details for EMD deposit                                      | <b>Account No – 340601010050446<br/>Account Name- RailTel Corporation of India Limited<br/>Bank Name- Union Bank of India<br/>Branch- Yusuf Sarai new Delhi<br/>IFSC Code- UBIN0534064</b>   |
| RailTel Bank Details for SFMS confirmation  | <b>Bank Name: ICICI Bank<br/>IFSC Code: ICIC0000007<br/>BG advising message – IFN 760COV/ IFN 767COV via SFMS<br/>• Mention the unique reference (RAILTEL6103) in field 7037.<br/>•To mandatorily send the Cover message at the time of BG issuance.</b>   |
| Date of web upload of Tender cum tender document                                  | <b>03.09.2025</b>  |
| Last date for submitting queries for the Pre-bid Meeting                          | <b>10.09.2025</b>  |
| Pre-Bid meeting /Venue  | <b>12.09.2025</b> at 15:30 PM via TEAM meeting link. Link will be available on RailTel Website only.   |
| Last Date and Time for submission of tender bid documents on e-tendering website. | <b>24.09.2025</b> at 15:00 PM  |
| Opening of bid  | <b>24.09.2025</b> at 15:30 PM  |
| Website for Online Tender   | <b><u><a href="https://www.railtel.enivida.com">https://www.railtel.enivida.com</a></u></b>  |
| Address for Online Tender/Process of submission of tender documents               | <p>This Tender will follow e-Tendering process as under which will be conducted by RailTel's authorized e- Tendering Service Provider Website <b><u><a href="https://www.railtel.enivida.com">https://www.railtel.enivida.com</a></u></b></p> <p>Following activities will be conducted online through above website:</p> <ol style="list-style-type: none"> <li>Tender document will be uploaded</li> <li>Clarification, if any, sought by RailTel</li> <li>Opening of Techno-Commercial Bids</li> <li>Evaluation of bids</li> </ol> <p>* Bidders who wish to participate in online tenders will have to register with the website (<b><u><a href="https://www.railtel.enivida.com">https://www.railtel.enivida.com</a></u></b>) through the "Register"</p> |

|                                       |  |
|---------------------------------------|--|
|                                       | link provided on the home page. Bidder will create login id & password on their own in registration process.   |
| Opening of Technical & Commercial Bid | Will be informed subsequently to bidders.  |
| Address of Communication              | GM (VAB)<br>RailTel Corporation of India Limited,<br>Plate A, 6 <sup>th</sup> Floor, Office Tower 2, NBCC Building East<br>Kidwai Nagar 110023                                   |
| Email address                         | <u><a href="mailto:a.chandel@railtelindia.com">a.chandel@railtelindia.com</a></u> ,<br><u><a href="mailto:rajnish.verma@railtelindia.com">rajnish.verma@railtelindia.com</a></u> |
| Contact Telephone Numbers             | 011-22900600   |

## CHAPTER-3

### SCOPE OF WORK

#### 1.0 Brief about ASA/KSA

ASAs can offer AUAs multiple protocols and options for connecting their solution to Aadhaar system and in addition provide reporting and other value added services. If ASA is a telecom provider, then a full connectivity solution could be provided to an AUA for end to end Aadhaar authentication. At a basic level, ASA service is- that of forwarding API calls from AUAs to CIDR through a secure connection. ASA server should be built like a middleware or enterprise service bus that allows secure incoming connections from AUAs to be verified, audited, and then invoking API URLs exposed by Aadhaar servers through HTTPS and then sending the response back to AUAs. A complete ASA server could be thought of as a middleware (or Enterprise Service Bus – ESB) providing multiple protocol support, multiple data format support, with built-in format translation and other capabilities such as auditing and reporting.



If ASAs wishes to offer multiple choices in terms of how AUAs actually communicate with ASA server, it is suggested that, a well-designed layer handling various protocols be built.

- A pluggable set of protocol handlers could provide standard protocols such as HTTPS, JMS, etc. to be used for incoming communication from AUA servers.
- In most cases, AUAs form the final API input XML and digitally sign them before sending it to ASA so that ASA server can forward that request to Aadhaar servers.
- In some cases, where ASA is a domain aggregator and offering value added services such as input XML creation, digital signature etc. to AUAs, a choice of data formats (XML, binary formats such as ISO-8583 in the case of financial transactions, JSON, csv, etc.) also could be offered to AUAs using a format translation scheme.

- In the above scenario, ASA is expected to digitally sign the API input XML on behalf of AUAs.

Once the data is received in the ASA server, servers need to do the following:

- Validate the input data to ensure compliance to Aadhaar data definitions as well as to eliminate issues such as SQL-injection etc.
- Once it is validated, it needs to be formatted to an XML format complying with Aadhaar API specifications.
- After the API input XML is formed, it needs to be forwarded using HTTPS to Aadhaar servers hosted in CIDR (Central Identities Repository) as per API specification (see point below).
- Once response is received from Aadhaar servers, transaction needs to be audited into an audit database.
- Then the response XML needs to be formatted back to AUA specific format and sent back to AUA using an appropriate protocol adapter.

Protocol for communication between ASA server and Aadhaar servers at CIDR is always HTTPS.

- All Aadhaar APIs are exposed as a service over HTTPS.
- Data format for all Aadhaar APIs is XML.
- In most cases, ASAs need to simply forward the digitally signed API input XML to Aadhaar servers through HTTPS.

CIDR represents one or many UIDAI data centers where Authentication and related online services are made available.

- Aadhaar authentication related services are available in active-active mode (meaning request can be routed to any data center) across both data centers.
- UIDAI services are load balanced and routed internally without the knowledge of ASA to ensure maximum service availability.

## **1.1 Brief about AUA/KUA**

### **AUA Technology Infrastructure**

Similar to any other technology project, for implementation of Aadhaar authentication an AUA would need to set up the IT infrastructure. The following section lists the indicative resources (hardware, software, and manpower) required for building applications for processing Aadhaar authentication.

### **AUA Authentication Devices**

- Authentication devices are expected to be used for a variety of purposes and would need to be specific to every AUA's requirements.
- Authentication request (Biometric/ Demographic/ OTP) could be initiated from any kind of device capable of creating authentication packet as per UIDAI's authentication APIs.
- For biometric authentication, sensor and extractor combination certified by STQC should be used in the devices.
- UIDAI specifications include sensor & image extractor requirements and device suitability to general Indian operating conditions. The specifications and the certification procedure may be accessed from STQC's website through this link – UIDAI Authentication Device Specifications.
- Besides the sensor-extractor specifications provided by UIDAI, AUAs may specify additional requirements such as multi language support, voice support, form factor etc. Various device vendors are expected to incorporate the certified sensor-extractors in device models / form factors based on AUA's needs. AUAs are expected to select form factor based on requirements such as
  - Service delivery and deployment needs i.e. level of Mobility is required etc.
  - Network availability in locations where devices are deployed, AUAs may also consider opting for solutions such as dual SIM, external antennas etc.
  - Suitability to specific environmental conditions such as, hot/cold desert, high humidity areas etc.

### AUA Server Application Architecture

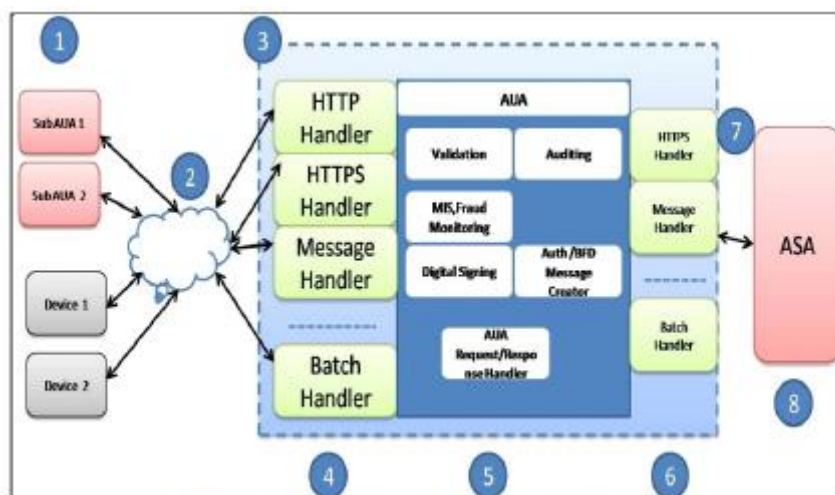


Figure 5: Illustrative High Level Architecture of AUA Server

At a high level the flow of API request and response is as follows (point number below corresponds

to number within the circle above):

1. Multiple devices or Sub AUAs should be supported.
2. Connectivity between Sub AUAs and devices
3. Network connectivity from devices to AUA server (Internet, GPRS, Broadband etc) in a reliable, secure fashion.
4. Communication protocol can be the choice of AUA and Sub-AUA. Indicative options are mentioned in the diagram above (Figure 1).
5. To make communication more secure VPN option could also be used.(suggested option in case of a Sub AUA)
6. AUA server (depicted in the light blue box with dotted line border)
7. This should be built to support a “horizontally” scalable deployment on one or multiple servers, so that as the transaction volume increase, additional servers can be added to handle the load.
8. A generic AUA server should provide multiple protocol support as shown in the diagram above (providing AUAs a choice of protocols).

Components 4, 5, and 6 are parts of AUA server and are described below:

### **AUA Applications**

AUA applications can use Biometric (Finger Print), Demographic and OTP (One Time PIN) based authentication in its business application. As shown in the architecture section above for all type of applications, solution should be modular and configurable. Module/Component based solution will help in making application loosely coupled and hence provide a lot of flexibility in maintenance and upgrades. It is recommended that business application is not tightly coupled with Authentication application. In all scenarios authentication will only form a part of the total solution, so authentication functionality should be ideally developed as a standalone service that could be consumed as and when required during the service delivery process.

For biometric authentication an AUA is required to build the following applications on the authentication devices:

- Best Finger Detection Application
- Finger Print Authentication application
- IRIS Authentication Application
- OTP
- Face Authentication

### **Implementation of the AUA Authentication Framework**

1. Creation of a Web service with 5 web methods for each type of authentication, and is deployed on the server.
2. The Web service shall have the required web methods for calling the authentication event of the UID client sample application (as given by UIDAI). The web method shall take input parameters based on the type of authentication and shall also have a return variable which will denote success and failure (as per the return value from the authentication event).
3. The user applications which are willing to use authentication services need to call the corresponding web method of the web service and fetch the return variable for success and failure.

The Authentication and e-KYC Modules would work as a routing agent which shall check the validity of each authentication / e-KYC request and route the requests through the Aadhaar ecosystem to Central Identities Data Repository (CIDR) through ASA/KSA. The response received from UIDAI shall be forwarded to respective clients acting as a Sub-AUA/KUA.

### **API Features**

- Provide REST/JSON APIs for integration with external systems.
- Ensure APIs return validation results with relevant metadata, such as response time, transaction ID, and error codes.
- Include configurable retry mechanisms for failed validation requests due to temporary errors.

## **CHAPTER-4**

### **BID PROCESS**

1. **Due Diligence:** The Bidder is expected to examine all instructions, forms, terms and specifications in this Tender and study the Tender document carefully. Bid shall be deemed to have been submitted after careful study and examination of this Tender with full understanding of its implications. The Bid should be precise, complete and in the prescribed format as per the requirement of this Tender. Failure to furnish all information required by this Tender or submission of a Bid not responsive to this Tender in each and every respect will be at the Bidder's own risk and may result in rejection of the Bid and for which RailTel shall not be held responsible.

#### **2. Bid Document & Cost:**

This document can be downloaded from RailTel website <https://www.railtelindia.com> or [www.railtel.enivida.com](http://www.railtel.enivida.com) In that event, the bidders should pay the EMD of Rs 20,00,000/- by means of electronic transfer media like NEFT, details are as under: -

**Account No - 340601010050446**

**Account Name- RailTel Corporation of India Limited**

**Bank Name- Union Bank of India**

**Branch- Yusuf Sarai new Delhi**

**IFSC Code- UBIN0534064**

Detail of EMD should be uploaded on e-Tendering website along with "Part- A- Basic Eligibility Criteria" as per Annexure-2. Bid is liable to be rejected on grounds of non-payment of the cost of the bid document and EMD. In case of bidders being an MSE under registration of any scheme of Ministry of MSME, they are exempted as per Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 & latest from the submission of earnest money (EMD). A valid CA certificate in this regard has to be submitted (Annexure Attached)

The Bidder shall bear all costs associated with the preparation and submission of the bid and RailTel will not be responsible for the costs, regardless the conduct or outcome of the bidding process. RailTel is not liable for any cost incurred by the bidder in replying to this Tender. It is also clarified that no binding relationship will exist between any of the respondents and the RailTel until the execution of the contract.

#### **3. Clarification to Tender and Pre-Bid Queries:**

- a) The bidder should carefully examine and understand the specifications, terms and conditions of the Tender and may seek clarifications, if required. The bidders in all such cases shall seek clarification in writing in the same serial order of that of the Tender by mentioning the relevant page number and clause number of the Tender.
- b) All communications regarding points requiring clarifications and any doubts shall be given in writing to GM/VAB by the intending bidders before time and date mentioned in bid data sheet.

- c) No oral or individual consultation shall be entertained.

**4. Rejection of the Bid:** The Bid is liable to be rejected if:

- a. The document doesn't bear signature of authorized person on each page signed and duly stamp.
- b. Non submission of any item of Part A and Part B of bid.
- c. Non submission of EMD.
- d. Bidder should comply with all the points mentioned in the TENDER. Non-compliance of any point will lead to rejection of the bid.
- e. Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.
- f. The bidder submits Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Tender.
- g. Submission of Price Bid with Technical Bid will lead to the rejection of the Bid.

**5. Pre-Bid meeting:**

- a) A pre-bid meeting of the intending bidders will be held as scheduled (refer bid data sheet) to clarify any point/doubt raised by them in respect of this TENDER.
- b) No separate communication will be sent for this meeting. If the meeting date is declared as a holiday by the Government subsequent to issuance of Tender, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested bidders shall be present during the scheduled time.
- c) RailTel has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- d) RailTel will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the Bidders in the meeting.
- e) RailTel will consolidate all the written queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available in the RailTel website and no individual correspondence shall be made. The clarification of RailTel in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the Tender and it will be binding on the bidders. It may, however, be noted that non-receipt of reply to the queries raised by any of the bidders shall not be accepted as a valid reason for non-submission of the bid. In addition, non-reply to any query may not be deemed as a confirmation to the effect that the version of the bidder as reflected in the query has been accepted by RailTel.

**6. Modification and Withdrawal of Bids:** No bid can be modified by the bidder subsequent to the closing date and time for submission of bids. In the event of withdrawal of the bid by bidders after opening of tender, the EMD will be forfeited by the bidder.

**7. Clarification of offer:** To assist in the scrutiny, evaluation and comparison of offers/bids, RailTel may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of RailTel in this regard shall be final, conclusive and binding on the bidder.

**8. Issue of Corrigendum:** At any time prior to the last date of receipt of bids, RailTel may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the TENDER document by a Corrigendum. Any such corrigendum shall be deemed to be incorporated into this TENDER.

**9. MSME bidder:** As per recommendations of GOI

- i. Exemption from submission of EMD shall be given to bidders who are Micro or Small (MSE) as per public procurement policy and registered under provisions of the Policy. Bids received without EMD from bidders not having valid UDHYAM Aadhaar certificate for exemption will not be considered.
- ii. To qualify for EMD exemption, firms should necessarily enclose a valid copy of registration certificate which is valid on last date of submission of the Tender documents. MSE firms who are in the process of obtaining registration will not be considered for EMD exemption. In such a case they will have to submit EMD).
- iii. MSME bidder has to submit a certificate duly certified a Chartered Accountant as enclosed in Annexure- 18.
- iv. As per the MSME guidelines, Public procurement policy is meant for procurement of only goods produced and services rendered by MSEs. However, traders/ distributors/ sole agent/ Works Contract are excluded from the purview of Public Procurement Policy for MSEs Order,2012.
- v. "RailTel is registered with m1xchange TReDS Platform having Buyer registration Number "BUYER00001496". The URL for m1xchange Platform is <https://www.m1xchange.com>. MSE suppliers/vendors are required to register themselves on m1xchange Platform for availing the facility of bill discounting on TReDS portal. The bidder is mandatorily required to submit its TReDS registration number (as provided by M1xchange portal) and GRN (Goods/Service Receipt Note) Number (as provided by RailTel on delivery of Goods/Service) while submitting the invoices if requires to avail TReDS facility.
- vi. MSE Vendor will bear all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.
- vii. MSE Vendor hereby agrees to indemnify, hold harmless and keep RailTel and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers

submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.

- viii. RailTel shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.
- ix. **TReDS** : RailTel Corporation India Ltd is registered with following RBI licensed TReDS platforms:
  - a. Mynd Solutions Private Limited ( M1xchange)
  - b. A.TREDS Limited ( Invoice Mart)
  - c. Receivable Exchange of India Limited (RXIL)
  - d. C2FO Factoring Solutions Private Limited

All MSE suppliers working with RailTel are requested to register themselves on TReDS platform(s) if they wish to avail invoice discounting facility for payments of their invoices.

#### **10. Cancellation of Tender Process:**

RailTel reserves the right to accept or reject in part or full any or all offers at its sole discretion at any stage without assigning any reason thereof and without any cost or compensation therefor. Any decision of RailTel in this regard shall be final, conclusive and binding upon the bidders.

RailTel reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for RailTel action.

#### **11. Corrupt and Fraudulent Practices:**

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy: "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the RailTel and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive RailTel of the benefits of free and open competition. The RailTel reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. RailTel reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

## **12. Period of Bid Validity:**

Bids shall remain valid for 60 (Sixty) days after the date of bid opening prescribed by RailTel. RailTel holds the rights to reject a bid valid for a period shorter than 60 days as non-responsive, without any correspondence. In exceptional circumstances, RailTel may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. A bidder may refuse the request of extension without forfeiting its Earnest Money Deposit. In this case the Earnest Money Deposit of the bidders will be returned after completion of the process.

## **13. No Commitment to accept Lowest or any Bid:**

RailTel shall be under no obligation to accept the lowest or any other offer received in response to this Tender and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. RailTel reserves the right to make any changes in the terms and conditions of Tender before opening via corrigendum. RailTel will not be obliged to meet and have discussions with any vendor, and or to listen to any representations.

## **14. Errors and Omissions:**

Each Recipient should notify RailTel of any error, omission, or discrepancy found in this Tender document in the form of pre-bid queries within the time as given in control sheet.

## **15. Language of Bids:**

The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the RailTel shall be in English language only.

## **16. Authorized Signatory:**

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by person who is duly authorized by the Board of Directors / Competent Authority of the bidder or having Power of Attorney. The selected bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with RailTel, with regard to the obligations. The selected bidder shall submit, a certified copy of the resolution of their Board certified by Company Secretary/Director along with Power of Attorney duly stamped, authorizing an official or officials of the company to discuss, sign with RailTel, raise invoice and accept payments and also to correspond. The bidder shall furnish proof of signature identification for above purposes as required by RailTel.

## **17. Amendment to Bidding Document:**

- 1) At any time prior to deadline for submission of Bids, RailTel, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder, may modify the bidding document, by amendment.

- 2) Notification of amendments will be made available on RailTel's website and will be binding on all bidders and no separate communication will be issued in this regard.
- 3) In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, RailTel, at its discretion, may extend the deadline for a reasonable period as decided by RailTel for the submission of Bids.

**18. Bid System:** Bid shall have the following parts:

- **Basic Eligibility Criteria:** Indicating their basic eligibility required as per tender. The format for submission of confirming to Eligibility Criteria is as per Annexure-2.
- **Technical Proposal:** indicating the response to the Technical specification. The format for submission of conforming to Technical Specification is as per Annexure-8.
- **Commercial Bid:** Furnishing all relevant information as required as per Commercial Bid as per Annexure-11. Details for submission of Commercial bid is as per Annexure-11.

**19. Preparation of Bids:**

- 1) The Bid shall be typed or written in English language shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- 2) The two parts as stated above should be prepared and uploaded on Tendering site in appropriated place well before last date. Waiting till last moment may sometime cause issue with submission of documents and RailTel will not be liable for any network/internet problem faced by the bidder in last moment.
- 3) All the pages of Bid including Brochures should be made in an organized, structured, and scanned neatly. All the pages of the submitted bids should be paginated with Name, Seal and Signature of the Authorized Signatory. Bids with erasing / overwriting / cutting without authentication will be liable for rejection. Authorization letter for signing the Bid documents duly signed by Company's Authorized signatory should be submitted.

**A. Conforming to Eligibility Criteria:**

- Before submitting the bid, the bidders should ensure that they confirm the eligibility criteria as stated in Tender (Annexure-2). Only after satisfying themselves of the eligibility, the Offer should be submitted.
- The Conformity to Eligibility Criteria must contain Electronic payment the cost of the Bid document as stated in bid data sheet above and EMD. The Conformity to Eligibility Criteria should be complete in all respects and contain all information sought for, as per Annexure-2.
- After ensuring the above, bidder should upload the documents on Tendering site.

## **B. Technical Proposal:**

- Technical Proposal should be submitted following the instruction contained in Annexure-8. Relevant technical details and documentation should be provided along with Technical Proposal.
- The offer may not be evaluated and may be rejected by RailTel without any further reference in case of non-adherence to the format or partial submission of technical information as per the annexure given in the offer.
- If the offer of the Bidder is different from the requirement/ scope furnished in the Tender, the bidder has to substantiate the same in detail, the reason for such deviations. RailTel shall not allow / permit changes in the technical specifications once it is submitted.
- The Technical Proposal should be complete in all respects and contain all information sought for, as per Annexure-8. Technical Proposal should be complete and should cover all products and services.

## **C. Commercial Bid:**

- The Commercial Bid should be clearly scanned and uploaded in respective table of the Tendering site.
- Price Bid shall be submitted as per price Bid format and other terms and conditions of TENDER on prices. The price Bid should give all relevant price information as per Annexure-11. Any deviations from the Commercial bid / non-submission of prices as per the format shall make the bid liable for rejection.
- Bidder must take care in filling price information in the Price Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.
- Any change in the Price Bid format may render the bid liable for rejection. The Price Bids that are incomplete or conditional are liable to be rejected.
- The Bidder should indicate the taxes, to be paid by RailTel.

### **Note:**

- The Technical bid should be complete in all respects and contain all information asked for. The documentary proof in support of all Eligibility Criteria should be submitted along with Eligibility Bid.
- Details of EMD should invariably uploaded on Tendering site.

- If price bid is not uploaded on Tendering site, this will constitute grounds for declaring the bid non-responsive.
- RailTel reserves the right to resort to re-Tendering without providing any reason whatsoever. RailTel shall not incur any liability on account of such rejection.
- Canvassing of any kind or Bid submitted with false information will be a Tender disqualification.
- Printed literature (for specific product and version numbers) describing configuration and functionality should be provided to RailTel for the products proposed to be supplied for the project if required and asked by the RailTel.
- The bidder shall not use products, whose End of sale/ End of Support/End of License has been declared by the OEM.
- RailTel reserves the right to resort to re-Tendering without providing any reason whatsoever. RailTel shall not incur any liability on account of such rejection.
- Bids once submitted shall not be returned to the Bidder in future. The selected bidder must adhere to the terms of this TENDER document.
- **If price bid is submitted along with technical bid then the bidder will be disqualified and proposal will not be evaluated.**

## **20. Submission of Bids:**

The bid should be submitted on Tendering website well ahead of last date of bid submission to avoid any problem related to network failure or any technical glitch. If the last day of submission of bids is declared as a holiday under by the Government subsequent to issuance of Tender, the next working day will be deemed to be the last day for submission of the Tender.

## **21. Bid Opening:**

Conformity to Eligibility Criteria, Technical Bid and Price Bid will be opened on Tendering website as per scheduled mentioned in bid data sheet.

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## **CHAPTER-5**

### **SELECTION OF BIDDER**

#### **1. Preliminary Scrutiny:**

- a) RailTel will scrutinize the Bid/s received to determine whether they are complete in all respects as per the requirement of Tender, whether the documents have been properly signed, whether items are offered as per Tender requirements and whether technical documentation as required to evaluate the offer has been submitted.
- b) Prior to detailed evaluation, RailTel will determine the responsiveness of each Bid to the bidding document. Responsiveness means that the bid conforms to all terms and conditions of the Eligibility Criteria and bidding document is submitted without any material deviations.

#### **2. Clarification of Offers:**

- a) During the process of scrutiny, evaluation and comparison of offers, RailTel may, at its discretion, seek clarifications from all the bidders/any of the bidders on the offer made by them. The bidder has to respond to RailTel and submit the relevant proof/supporting documents required against clarifications, if applicable. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time frame stipulated by RailTel.

#### **3. Bidders Presentation /Site Visits / Service Demonstration:**

- a) RailTel will call for a Presentation/Site Visits/Product Demonstration on the features and functionalities from those Bidders who have qualified the Eligibility Criteria if so desired.
- b) Bidders are further required to be in preparedness to demonstrate the proposed solution by arranging for product walk-through at their own installations/ principals/ R&D labs duly meeting the specific requirements/issues raised by RailTel. RailTel may at its discretion, as a part of the technical evaluation may request either all bidders or any of them to arrange for the live demonstration of their product more than once if felt necessary before Price evaluation.
- c) Bidders will arrange for visits to the reference sites wherein the product is successfully implemented by them. The bidder shall take necessary permission from the site owner and demonstrate the features and performance to RailTel at their own cost. RailTel may require onsite reference visit or a Telephonic conversation with the concerned.
- d) All expenses incurred in connection with the above shall be borne by the bidder. However, RailTel will bear the travelling, boarding and lodging expenses related to its own personnel and its consultants, if any.
- e) Setting of evaluation criteria for product demonstrations shall be entirely at the discretion of RailTel. The decision of RailTel in this regard shall be final and, in this regard, no correspondence shall be entertained.

#### **4. Evaluation of Bid:**

##### **a) Selection Process**

H-1 Bidder will be selected based on the highest scoring bidder emerged after the evaluation process. Scoring model will be used for the evaluation where weightage to Technical score will be 70 percentile and weightage to Price score will be 30 percentile.

##### **b) Evaluation Methodology**

The objective of evolving this evaluation methodology is to facilitate the selection of the most technically qualified and cost-effective solution over contract period that appropriately meets the requirements of RailTel. Eligibility Evaluation, Technical Evaluation as mentioned in Annexures and Price bid evaluation will be done and the bidders will be shortlisted based on their responses. Those bidders satisfying the technical requirements as determined by the RailTel and accepting the terms and conditions of this document shall be declared technically qualified and will be eligible for commercial stage of evaluation.

##### **c) Eligibility Evaluation**

RailTel will evaluate the eligibility response of bidders as per the basic eligibility criteria Annexure-2 mentioned in the Tender.

##### **d) Technical Evaluation**

- a. RailTel will evaluate the technical responses of the bidders who are found eligible as per the eligibility criteria mentioned in the Tender.
- b. During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter / e-mail seeking clarification / explanation.

In QCBS method or Technical Eligibility based on Scoring, the score-sheet will be mentioned in detail as per details given below. Based on the scoring, the bidder will be either technically eligible or ranked as T1/ T2/T3 etc.

The evaluation/selection process will be done with combination of technical competence and Price aspects as detailed here below. A maximum of 100 marks will be allocated for the technical bid. The evaluation of functional and technical capabilities of the bidders of this Tender will be completed first as per the following guidelines.

##### **e) Technical Scoring Criteria (Technical Evaluation Matrix)**

During technical evaluation, the following to be kept in view: -

- The requirements are given in Annexure-8.

- The bidders should provide their response ('Y' or 'N') to the questionnaire in the column "Compliance" in Annexure 1.
- RailTel will open the bids, in the presence of Bidders / their authorized representatives who choose to attend, at the time and date mentioned in Bid document at the address mentioned in Bid document.
- 70:30 scoring model will be used for the evaluation. The total marks scored by the eligible bidders as determined by RailTel under Technical Evaluation Matrix chart will be given 70% weightage and shall be called Weighted Technical Score (WTS). The Total Weighted Price Cost as explained below will be given 30% weightage and shall be called Weighted Price Score (WCS).
- The bidder with the highest aggregate score of the WTS and WCS will be selected as "H-1 Bidder" and shall be declared as the Successful Bidder.
- At the time of opening of bids, the bidders/their representatives, who are present, shall sign the register evidencing their attendance.
- Only those bidders achieving at least 70% total score in the Technical Evaluation Matrix will be short-listed.
- The marks obtained in Technical Evaluation Matrix will be given a weightage of 70%.

#### **f) Price Evaluation**

The format for quoting Price bid set out in respective annexure. The Price offer should consist of comprehensive Cost for required solution that is to be quoted by the bidder in % form.

For the calculation purpose, value of the Revenue Share amount shall be calculated on a value of Rs. 100/-,

If a bidder calculated the % of Revenue share @ 10%, then its Financial cost shall be considered as 10.

If a bidder calculated the % of Revenue share @ 11%, then its Financial cost shall be considered as 11.

If a bidder calculated the % of Revenue share @ 12%, then its Financial cost shall be considered as 12.

Under **QCCBS (Evaluation under Combined Quality Cum Cost Based System)**, the technical proposals will be allotted weightage of 70% while the financial proposals will be allotted weightage of 30%.

Proposal with a lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices.

The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up.

**Highest point basis:** On the basis of the combined weighted score for quality and cost, the bidder shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract.

**As an example, the following procedure can be followed:**

In a particular case of selection of bidder, it was decided to have minimum qualifying marks for technical qualifications as 70 and the weightage of the technical bids and financial bids was kept as 70:30. In response to the Tender, 3 proposals, A, B & C were received. The technical evaluation committee awarded them 80, 70 and 76 marks respectively. The minimum qualifying marks were 70. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

**Calculated Proposal Evaluation cost on the basis of Revenue share quoted by the bidder on a parameter of 100 as mention above.**

A: Rs.10.00

B: Rs.11.00

C: Rs.12.00

Using the formula  $LEC/EC$ , where LEC stands for lowest evaluated cost and EC stand for evaluated cost, the committee gave them the following points for financial proposals:

**Step 1: Normalized Price Score**

A:  $100 \times 10/10 = 100$  points

B:  $100 \times 10/11 = 90.91$  points

C:  $100 \times 10/12 = 83.30$  points

**Step 2:** In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:

**Proposal A:**  $80 \times 0.70 + 100 \times 0.30 = 86$  points

**Proposal B:**  $70 \times 0.70 + 90.91 \times 0.30 = 76.27$  points

**Proposal C:**  $76 \times 0.70 + 83.30 \times 0.30 = 78.19$  points

The three proposals in the combined technical and financial evaluation were ranked as under:

**Proposal A:** 86 points: H1

**Proposal B:** 76.27 points: H3

**Proposal C:** 78.19 points: H2

Proposal A at the evaluated cost of 86 points was, therefore, declared as winner and recommended for negotiations/approval, to the competent authority.

Tender will be awarded to the H1 bidder.

**5. Determination of H1 Price:**

- a) On completion of evaluation process of Techno-Commercial bids and based on any other clarification submitted by the Bidder in response to RailTel's query, the contract will be awarded to the H1 Bidder as stated above.
- b) RailTel does not bind itself to accept the highest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever.
- c) RailTel reserves the right to re-Tender without assigning any reasons whatsoever. RailTel shall not incur any liability to the affected bidder(s) on account of such rejection. RailTel shall not be obliged to inform the affected bidder(s) of the grounds for RailTel's rejection.

**6. Acceptance of Offer:**

- a) RailTel reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- b) RailTel will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.
- c) The bids received and accepted will be evaluated by RailTel to ascertain the best and highest bid in the interest of RailTel. However, RailTel does not bind itself to accept the highest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. RailTel reserves the right to re-Tender the Tender with or without modification.
- d) The bidder including those, whose Tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of Tenders, even though RailTel may elect to modify/withdraw the Tender.

**7. Right to Alter Scope:**

In the event of changes in the regulatory guidelines, RailTel reserves the right to update the requirement or generation of additional report or configuration at the same rate arrived at on the same Terms & Conditions of this Tender.

**8. Award of Contract:**

- a) The bidder who has scored H1 score and accepted by RailTel will be referred to as the successful Bidder.
- b) The contract shall be awarded and the order shall be placed on selected Bidders.
- c) The successful Bidder shall submit the acceptance of the order within 1 days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the successful Bidder shall be the date of issuance of the PO.
- d) RailTel reserves its right to consider at its sole discretion the late acceptance of the order by successful Bidder/s.

**9. Project team of MSP ASA/KSA and AUA/KUA:**

- a) The Project team assigned should have experience in end- to-end implementation /management of similar solution.
- b) The selected Bidder shall nominate a Project Manager, who shall be having at least seven years' experience in the Information Technology field, out of which he/she should have minimum two years' experience in the related Projects.
- c) The selected bidder shall ensure adequate resource on all days for addressing the complaints / issues escalated by users on behalf of RailTel as well as Complaints lodged by Customers online in Customer grievance portal of RailTel.
- d) The selected Bidder should ensure that the members of Project team are actively involved in the conduct of the project throughout the period of the contract. All members proposed by the Bidder should be permanent employees on the rolls of the bidding organization. No part of the engagement shall be outsourced by the selected Bidder to any third-party bidder.
- e) During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Bidder can do so only with the concurrence of RailTel by providing other staff of same level of qualifications and expertise. However, RailTel reserves the right to insist the selected Bidder/store place any team member with another (with the qualifications and expertise as required by RailTel) during the course of assignment.
- f) The bidder should ensure payment of minimum wages to their employees who are engaged in this project in consonance with the rules prescribed by Central Govt. from time to time. The duty hour of the employee should also be in conformity with the Central Govt. minimum wages act. A declaration to this effect has to be submitted by the bidder while responding to this Tender. The bidder must ensure the payment of PF & other statutory benefits to the employees employed by them. RailTel reserves the rights to inspect salary slip & payment certificates of the employees engaged at any point of time.”

**10. Project Plan:**

- a) RailTel shall place order to the selected Bidder. The selected Bidder shall depute its officials at within 7 days from the date of issuance of the Order and to arrange for the kick off meeting. During the said meeting the selected Bidder has to give a brief technical overview / presentation regarding the technical methodology being adopted by them and submit a detailed PERT chart with core team members list.
- b) The project plan should indicate the milestones and time frame of completion of the different activities of the project. The selected Bidder is required to give details of the project management methodology, monitoring standards and methodology along with the quantum of resources to be deployed for the project, qualifications, experience of personnel deployed, team members list, etc.

**11. Deliverables:**

- a) Any licenses, if required for the offered solution, need to be provided by the successful Bidder at no extra cost to RailTel. The successful Bidder is solely responsible for any legal obligation related to licenses for solution proposed as implemented by the Bidder.
- b) Platform Software proposed by the bidder should be propriety software of the firm. An

undertaking signed by authorized signatory duly certified by the CA with UIDN. to be enclosed with bid.

- c) Bidder/s should ensure the latest software and hardware for the solution with capability to take the present and future load efficiently with monthly uptime of 99.50%. If Bidder is not able to meet the uptime, a penalty may be levied or contract may be terminated at the discretion of RailTel as per Clause no. 13 of chapter-6.

a. SLA Penalty shall be deducted if services are down

| SN | Availability           | Penalty %                   |
|----|------------------------|-----------------------------|
| 1  | Upto 99.5%             | No Penalty                  |
| 2  | Below 99.5% & upto 98% | 5% of Total Payable amount  |
| 3  | Below 98% & Upto 95%   | 10% of Total Payable amount |
| 4  | Below 95% & Upto 90%   | 50% of Total Payable amount |
| 5  | Less than 90%          | No Payment against bill     |

SLA uptime shall be confirmed by the data centre executive authorized for Aadhaar related business.

- d) One-time initial set-up includes complete solution deployment within 6 weeks from the date of issuance of the purchase order by the bidder.

Any delay in initial set-up may entail the payment of Liquidation Damages on the part of the bidder as below:

- i) If the supplier fails to deliver the stores or any installment thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period the Purchaser may without prejudice to his other rights recover from the Contractor, as agreed, the LD a sum equivalent to 0.5 (half) per cent of the prices of any stores (including elements of taxes, duties, freight, etc.) which the Contractor has failed to deliver, within the period fixed for delivery in the contract or as extended for each week or part of a week, during which the delivery of such stores may be in arrears, where delivery thereof is accepted, after expiry of the aforesaid period. The upper limit for recovery of liquidated damages will be 10% (Ten Percent) of Total contract value provided in the contract..
- ii) RailTel will have the right to cancel the order, place order on alternative source besides levying the liquidated damages as above.

RailTel at its discretion may extend solution deployment time and migration time period in case of any issues/dependency on the part of RailTel. Tender Accepting Authority will be the approving authority in this case.

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## **CHAPTER-6**

### **SPECIAL TERMS AND CONDITION**

1. **Order Detail:** The purchase order will be placed by RailTel Corporation of India Limited, New Delhi in the name of selected bidder as per requirement. The payment will be made by Corporate Office and the Performance Bank Guarantee will be submitted in the same office. Any decision of RailTel in this regard will be final & conclusive and binding upon the bidder.
2. **Contract Period:** The tenure of the Contract will be for a period of 3 (Three) years from the date of go-live unless terminated earlier by RailTel by serving 90 days prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation there for. However, after the completion of initial period of 3 (Three) years, the contract may be extended/renewed for further period of 2 years on mutually agreed terms and conditions. Decision of RailTel in this regard will be final and binding on the selected bidder. Selected bidder has to complete the Implementation and customization of the solution within the period as stipulated in the tender document. Date of User Acceptance testing/Successful completion Certificate issued by RailTel shall be considered as Go-Live date.
3. **Single Point of Contact:** The selected bidder shall appoint a single point of contact, with whom RailTel will deal, for any activity pertaining to the requirements of this Tender.
4. **Taxes:**
  - 4.1 Deleted
  - 4.2 Tenderers are requested to quote under the following terms: -  
The tenderers are required to quote in the same rate units/ Sets etc. as given in the tender schedule. Any deviation in this aspect will make the offer liable to be ignored.
  - 4.3 Tenderer should submit firm price offer. Price quoted by the bidder shall remain fixed during the entire period of contract. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.
  - 4.4 Deleted
  - 4.5 **GST related clause:**
    - 4.5.1 If any tenderer desires to ask for CGST/SGST/IGST/GST to be paid extra, the same must be specifically stated. In the absence of any such stipulation in the tender it will be presumed that the prices quoted by the tenderer are inclusive of all taxes and no liability for payment of the CGST/SGST/IGST/GST will be devolved upon the purchaser.
    - 4.5.2 CGST/SGST/IGST/GST should be quoted extra if applicable.

- a) While quoting the rates, tenderer should pass on (by way of reduction in prices) the set off/input tax credit that would become available to them duly stating the quantum of such credit per unit of the item quoted for.
- b) The tenderer while quoting for tenders should give the following declaration:

“We agree to pass on such additional set off/input tax credit as may become available in future in respect of all the inputs used in the manufacture of the final production in price and advise the purchaser accordingly”.

The supplier while claiming the payment shall furnish the following certificate to the paying authority.

“We hereby declare that additional set off/input tax credit to the tune of Rs. \_\_\_\_\_ has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted.”

If any surcharge on tax is applicable the same should be indicated clearly.

#### **4.5.3 Deleted**

- 4.5.4** Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST, SGST, IGST, UTGST incase of award of Contract. GST will not be reimbursed in the absence of valid tax invoice.
- 4.5.5** For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.
- 4.5.6** If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.
- 4.5.7** In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.
- 4.5.8** Tenderer shall quote all-inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as CGST, SGST, IGST, UTGST along with respective HSN/SAC Code under GST Law (including tax under reverse charges payable by the recipient).
- 4.5.9** Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at source, the same will be deducted and remitted to the concerned authority.

#### 4.5.10 Deleted

**4.5.11** The imposition of any new tax and/or increase/in the aforesaid taxes, duties levies, after the last stipulated date for the receipt of tender including extensions if any and the bidder there upon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/ default in payment of any of the above taxes, RailTel reserves the right to withhold the dues/payments of bidder and make payment of State/Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of tender, bidder has to pass on the benefits to RailTel.

5. **Effective Date & Duration of Project:** The effective date shall be date of issuance of the purchase order to the successful Bidder. Duration of the project shall be as calculated as below:

- a) **PO Issuance Date:** T0
  - b) **Go Live:** T0+ 6 Weeks
  - c) **Project Contract Duration:** T0+ 6 Weeks+ 3 years
  - d) **Extended Project contract Duration:** 2 Years ( on Mutual consent)
- T0 stands for date of issuance of Purchase Order (PO).

6. **Project Execution:** RailTel and the successful Bidder shall nominate a respective Project Manager immediately on issuance of the purchase order, who shall be the single point of contact for the project. However, for escalation purpose, details of other persons shall also be given.

7. **Performance Bank Guarantee:**

- a) The successful bidder will have to submit Performance bank Guarantee for an amount of equivalent to **2.5%** of the total Purchase Order value to RailTel with **42 months** validity within 30 days of issue of PO . Further, successful bidder will have to submit Performance bank Guarantee for an amount of equivalent to **2.5%** of Sub Purchase Orders value. The validity of such BGs shall be upto validity of contract plus 3 Months. If the contract is extend after the initial contract duration of 3 years, the bidder has to extend the BG validity for the period upto contract duration plus 3 Months. The onus is on the successful bidder to ensure submission of extended PBG within 30 days from the date of confirmation of extension of contract. However, no interest shall be payable on the performance bank guarantee by RailTel. A live PBG is to be maintained at all times and in case of non-adherence, the current PBG will be forfeited before expiry and RailTel reserves the right to terminate the contract. PBG claim period shall always be one year post the expiry of the PBG date.
- b) RailTel Guarantee issued by the issuing Bank on behalf of Bidder in favor of RailTel shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). Any bank guarantee submitted in physical mode, which cannot be verifiable

through SFMS will be summarily rejected.

- c) If Performance Guarantee is not submitted within the time stipulated above, 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 Purchase Order.
- d) The successful Bidder shall be responsible for extending the validity date and claim period of RailTel guarantees as and when it is due, on account of non-completion of the project.
- e) Bank guarantee will be returned to the bidder on completion of the contract period as per the terms of contract.
- f) RailTel shall invoke Bidder's Performance bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the successful Bidder/s fails to complete his obligations under the contract. RailTel shall notify the successful Bidder/s in writing before invoking Bidder's Performance bank guarantee.
- g) EMD will be returned only when PBG with SFMS confirmation will be submitted by the successful bidder. If in case, successful bidder fails to submit the PBG within stipulated time then EMD will be forfeited.

#### 8. **Technical Documentation:**

- a. The Bidder shall deliver the following documents to RailTel for every firmware/software including third party software before software/ service become operational, which includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/ CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures etc.
- b. The bidder shall also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable.
- c. The Bidder should also provide the MIS reports as per requirements of the RailTel. Any level/ version changes and/or clarification or corrections or modifications in the above mentioned documentation should be supplied by the Bidder to RailTel, free of cost in timely manner. The bidder shall develop customized documentation as per requirement, if desired by the RailTel.

#### 9. Deleted

#### 10. Deleted

#### 11. **Project Timelines:** The timelines of implementation of the project shall be as follows:.

| Stage | Activity | #Weeks<br>Required | Cumulative<br>Project | Total Time period<br>for completion of the Project |
|-------|----------|--------------------|-----------------------|--|
|-------|----------|--------------------|-----------------------|--|

|    |   | for the activity | duration (weeks) |   |
|----|---|------------------|------------------|---|
| 1. | Submission of detailed Project Plan.  | 1                | 1                | Within 1 weeks of issuance of purchase order to the Bidder. |
| 2. | Hardware/Software installation/ Configuration, Software development & installation. | 2                | 3                | Within 3 weeks of issuance of purchase order to the Bidder. |
| 3. | Implementation and customization of the solution.                                   | 2                | 5                | Within 5 weeks of issuance of purchase order to the Bidder. |
| 4. | User Acceptance testing.  | 1                | 6                | As per RailTel discretion.                                  |

The complete solution should be ready for use within 6 weeks from the date of issuance of the purchase order to the bidder. In case RailTel confirms to not implement any specific module from Scope of Tender for the time being, the same needs to be implemented within 1 weeks of RailTel request.

- a) If however, the delay is caused by any action pending from the RailTel end, the corresponding period will not be considered while calculation of delay period.
- b) All the software used by the Bidder shall be legal and Bidder shall give indemnity to that effect.
- c) The solution is considered accepted (Commissioned and Operationalized) after signing the Acceptance Test document jointly by the representatives from RailTel and the selected bidder. The functional level checking for individual module may be included during the acceptance test. Upon satisfactory working of system RailTel will issue Provisional Acceptance Certificate and go live certificate. Go live certificate shall be submitted by the bidder along with the bills for payment.

12. **Preventive Maintenance:** During the contract period the bidder shall conduct preventive maintenance checks Source Code Audit report for the software deployed in year basis. The report of the check shall be submitted to RailTel.

13. **Order Cancellation (Termination):**

RailTel reserves its right to cancel/terminate the Order/Agreement in the event of occurrence of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to RailTel alone:

- a. The Bidder commits a breach of any of the terms and conditions of the Work Order/Agreement;
- b. The selected Bidder/Vendor commits a material breach of any of the terms and conditions of the Letter of Intent/Purchase Order/Agreement/Contract SLA; Here “MATERIAL BREACH” means “any one or more events, conditions or circumstances which, in the opinion of RailTel, could reasonably be expected to adversely affect in any material respect implementation of solution and the ability of the Vendor to observe or perform any of its material obligations under Tender/agreement/contract or the legality, validity,

enforceability, priority or effectiveness of any of the Obligations of the Bidder".

- c. The Bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.;
- d. Serious discrepancy in the quality of service of the Bidder expected during the implementation, rollout and subsequent maintenance process;
- e. The Bidder goes into liquidation voluntarily or otherwise;
- f. An attachment is levied or continues to be levied upon the Bidder for a continuous period of 7 days upon the effects of the order;
- g. The progress regarding execution of the order by the Bidder is found to be unsatisfactory;
- h. Non-compliance by the Bidder of the scope of the work;
- i. Repetitive failure of the deployed personnel of the Bidder to perform the job to the satisfaction of RailTel;
- j. The Bidder fails to complete the assignment as per the timelines prescribed in the Work Order/ said Agreement/Contract and the extension, if any allowed.
- k. On the events of data piracy/privacy/system failures/security failures;
- l. If deductions on account of liquidated damages exceed more than 10% of the total purchase order value.

14. In case of cancellation/termination of Order/Agreement due to the above stated situations, the following consequences will entail:

- i. In case the Bidder fails to deliver the offered solution and resources as stipulated in the delivery schedule, RailTel reserves the right to procure solution from alternate sources at the risk, cost and responsibility of the Bidder with the capping of 125% of the value of tender for such deliverable.
- ii. If the Bidder does not perform satisfactorily or delays in execution of order, RailTel reserves the right to get the balance order executed by another party of its choice. This clause is applicable, if for any reason, the order is cancelled.
- iii. RailTel reserves the right to recover any dues payable by the Bidder under the contract from any amount outstanding to the credit of the Bidder, including the bills and /or invoking the Performance Bank Guarantee under this Agreement/Contract.
- iv. Bidder would also be required to compensate RailTel for any direct loss suffered by RailTel due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by RailTel to appoint any other Bidder.

#### **15. Termination for Convenience:**

RailTel, by a written notice for a period of 90 (Ninety) days sent to the Bidder, may terminate the said Agreement/Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the RailTel convenience, the extent to which the performance of work under the said Agreement/Contract is terminated and the date upon which such termination becomes effective.

#### **16. Termination for Insolvency:**

RailTel may at any time terminate the said Agreement/Contract by giving a written notice of 90 (ninety) days to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, the termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter

to RailTel.

#### **17. Termination for Default:**

RailTel, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, may terminate this Contract in whole or in part, if the Bidder fails to perform any obligation(s) under the Contract. In case of Termination for Default, RailTel will provide notice period of Ninety (90) days inclusive of a cure period of Thirty (30) days. However, it is clarified that the notice should specifically contain that the Ninety (90) days period for cancellation is inclusive of a cure period of Thirty (30) days, if the Bidder fails to cure within Thirty (30) days' time, then the notice for cancellation will become absolute. For the sake of clarity, the period of 90 (Ninety) days will begin from the date of receipt of termination/cancellation notice in accordance with Clause no. 14 of this Agreement. Any other mode of communicating termination/cancellation of the Agreement will be deemed to be invalid.

#### **18. Consequences /Effects of Termination:**

a) In the event of termination of the said Agreement/Contract due to any cause whatsoever, (whether consequent to the stipulated terms of the said Agreement/Contract or otherwise), RailTel shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Bidder to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of the said Agreement/Contract.

b) In the event that the termination of the said Agreement/Contract is due to the expiry of the term of the said Agreement/Contract, a decision not to grant any (further) extension by RailTel, the Bidder herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as RailTel may specify including training, where the successor(s) is a representative/personnel of RailTel to enable the successor Bidder to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

c) Nothing herein shall restrict the right of RailTel to invoke the Performance Bank Guarantee and other guarantees and/or securities furnished by the Bidder, enforce the Indemnity and pursue such other rights and/or remedies that may be available to RailTel under the Law(s) for the time being in force or otherwise.

d) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the said Agreement/Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

e) On termination of contract, the Bidder shall immediately ensure safe /secure hand over of RailTel specific transaction / Aadhaar related Data to the RailTel and thereafter ensure destruction of RailTel specific transaction / Aadhaar related Data stored by them by promptly removing them from their system within the mutually agreed timelines specified by the RailTel. For this the Bidder shall use a best industry practice, which complies with applicable regulatory guidelines, laws and

regulations and which is also acceptable to the RailTel. The Bidder shall obtain prior approval from the RailTel regarding the same. RailTel specific transaction / Aadhaar related Data and its transfer/hand over process shall be in RailTel specified format and must be logged and Audit trail to be maintained by the Bidder as per the prevalent regulatory guidelines, which has to be provided by them to RailTel or its auditor or any Regulatory/Statutory body whenever demanded.

## **19. Training:**

The bidder shall provide training to officials of RailTel on quarterly basis or as per requirement. The training should cover trainer's training, features include hands-on training. Training will have to be provided at RailTel premises or external sites acceptable to RailTel at bidder's cost. The bidder will have to prepare all training material along with exhaustive User Manuals and job-card for different functions/modules of the offered solution.

## **20. Terms & Conditions:**

- a) **Adherence to Terms and Conditions:** The Bidders who wish to submit responses to this TENDER should note that they should abide (in true intent and spirit) by all the terms and conditions contained in the Tender. If the responses contain any extraneous conditions put in by respondents, such responses may be disqualified and may not be considered for the selection process.
- b) **Period of Contract:** The period of contract is for 3 years and can be extended based on the satisfactory performance of the bidder for upto another 2 years with the same terms & conditions at the sole discretion of RailTel. However, there shall be a yearly review of the performance of the Bidder by the RailTel.
- c) **Professionalism:** The bidder should provide professional, objective and impartial advice and alerts at all times with regard to the RailTel business, govt. regulations, market requirement and hold the RailTel's interest paramount and should observe the highest standard of ethics, values, and code of conduct, honesty and integrity while executing the assignment.
- d) **Adherence to Standards:** The bidder/s should adhere to approved standards in the process and delivered goods. RailTel reserves the right to ascertain information from the other organization and institutions to which the Bidder/s have rendered their services for execution of similar projects.
- e) **Expenses:** It may be noted that RailTel will not pay any expenses / charges/ fees / traveling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses under any circumstances.
- f) **Single Point of Contact:** The successful Bidder/s has to provide details of single point of contact viz. name, designation, address, email address, telephone/mobile no., fax no. etc.
- g) **Authorized Signatory:** The successful Bidder/s shall indicate the authorized signatories who can discuss and correspond with RailTel, with regard to the obligations under the contract. The successful Bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing

an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with RailTel. The Bidder shall furnish proof of signature identification for above purposes as required by RailTel.

- h) **No Employer-Employee Relationship:** The Bidder or any of its holding/subsidiary/joint-venture/affiliate/group/ client companies or any of their employees / officers / staff / personnel representatives/agents shall not, under any circumstances, be deemed to have any employer-employee relationship with RailTel or any of its employees/officers/staff/representatives/ personnel/agents.
- i) **Vicarious Liability:** The successful Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc., engaged by the Bidder and shall be vicariously liable for all the acts, deeds, matters or things, of such persons whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in RailTel shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the bidder, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the bidder shall be paid by the bidder alone and the RailTel shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Bidder's employees, agents, contractors, subcontractors etc. The bidder shall agree to hold RailTel, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to RailTel through the action of Bidder's employees, agents, contractors, subcontractors etc.

## 21. Payment Terms

**Note:** The revenue shall be generated by way of Aadhaar enabled authentication and e-KYC services. RailTel shall charge its customers on per transaction basis and revenue is expected to be generated through these transactions. RailTel shall share with MSP a Fixed Percentage of its share of such revenue from all transactions that use Aadhaar enabled authentication and e-KYC services.

- Details as under:
- The payment shall be made to MSP on quarterly basis on Fixed MSP service revenue share basis calculated on per transaction charges obtained by RailTel.
- Payment will be released when RailTel generates a bill and receives payment from the customer.
- MSP shall raise the bill after taking confirmation/certificate from the RailTel for the amount received from the customer against the bill raised by RailTel to customers.
- Bill passing unit is Corporate Office. All Bills shall be submitted to GM/VAB for certifying and verification and onwards submission to Finance of RailTel Corporate Office for releasing the payment.
- Bidder has to submit all the bill on Online portal RailTel Bill Tracking System and submit the original hardcopy of the same to RailTel office.
- Following document is required to be submitted by the selected bidder for claim of the revenue share:
  - E-Invoice Copy

- PBG Copy
- Certificate from the VAB department for confirmation of customer payment

22. **Variation:** RailTel reserves the right to increase and /or decrease the order quantity by a quantity not exceeding 25% of the ordered quantity on the same revenue share and terms and conditions during the currency of the contract, with suitable delivery schedule for the enhanced quantity/cost.

## **CHAPTER-7**

### **GENERAL CONDITIONS**

#### **1. General Order Terms:**

Normally, the Order will be placed on the successful bidder as per the details given in the bid document. But, if there is any change in name/address/constitution of the bidding Firm/Company at any time from the date of bid document, the same shall be informed by the bidders to RailTel immediately. This shall be supported with necessary documentary proof or Court orders, if any. Further, if the bidding Firm/Company is undergoing any re-organization/ restructuring/ merger/ demerger and on account such a change the Firm/Company is no longer performing the original line of business, the same shall be informed to RailTel. There shall not be any delay in this regard. The decision to place orders or otherwise under such situation shall rest with RailTel and the decision of RailTel shall be final.

#### **2. Intellectual Property Rights:**

- a. Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.
- b. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for RailTel the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse RailTel for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by RailTel for procuring an equivalent equipment in addition to the penalties levied by RailTel. However, RailTel shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the RailTel to use the proposed solution.
- c. The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The

indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.

- d. The bidder acknowledges that business logics, work flows, delegation and decision making processes of RailTel are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors.

### 3. Indemnity:

Selected bidder shall indemnify, protect and save RailTel and hold RailTel harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from:

- a. An act or omission of the Vendor, its employees, its agents in the performance of the services provided by this contract.
- b. Breach of any of the terms of this TENDER or breach of any representation or warranty by the Vendor,
- c. Use of the deliverables and or services provided by the Vendor,
- d. Infringement of any patent, trademarks, copyrights etc. Or such other statutory infringements in respect of all components provided to fulfil the scope of this project.

Vendor shall further indemnify RailTel against any loss or damage to RailTel premises or property, loss of life, etc., due to the acts of the Vendor's employees or representatives. The Vendor shall further indemnify RailTel against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on RailTel for malfunctioning of software or deliverables at all points of time, provided however,

- a) RailTel notify the vendor in writing immediately on becoming aware of such claim,
- b) The Vendor has sole control of defence and all related settlement negotiations,
- c) RailTel provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and
- d) RailTel does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court. It is clarified that the vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to RailTel (and/or its customers, users and service providers) rights, interest and reputation. Vendor shall be responsible for any loss of life, etc, due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk. Vendor should take full responsibility for its and its employee's actions. The vendors should indemnify RailTel (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from: Non-compliance of the vendor with Laws / Governmental Requirements IP infringement Negligence and misconduct of the Vendor, its employees, and agents Breach of any terms of TENDER, Representation or Warranty Act or omission in performance of service.

Further,

- a) Vendor's aggregate liability in connection with obligations undertaken as a part of the Tender regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.
- b) Vendor's liability in case of claims against RailTel resulting from Wilful Misconduct or Gross Negligence of Bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited
- c) RailTel shall not be held liable for any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Bidder as part of obligation under the Tender.
- d) Under no circumstances RailTel shall be liable to the selected Bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if RailTel has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.
- e) Subject to any law to the contrary, and to the maximum extent permitted by law RailTel shall not be liable to vendor for any consequential/ incidental, or indirect damages arising out of this agreement. Indemnity would be limited to court; tribunal or arbitrator awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by RailTel arising out of claims made by its customers and/or regulatory authorities. The vendor shall not indemnify RailTel for
  - I. Any loss of profits, revenue, contracts, or anticipated savings or
  - II. Any consequential or indirect loss or damage however caused, provided that the claims against customers, users and service providers of RailTel would be considered as a "direct" claim

#### **4. Audit By Third Party:**

RailTel reserves the right for audit from RailTel and/or third party and/or regulatory body. It shall be responsibility of the bidder to cooperate and provide necessary information and support to the auditors. The bidder must ensure that the audit observation is closed on top priority and to the satisfaction of RailTel, regulator and its appointed auditors. Extreme care should be taken by the bidder to ensure that the observations do not get repeated in subsequent audits. Such noncompliance by bidder shall attract suitable action by RailTel.

#### **5. Inspection and right to audit:**

- a. The bidder shall keep complete and accurate records in connection with the services provided to RailTel. All said records shall be kept on file by the bidder for the contract period from the date the services are provided to RailTel.
- b. The bidder shall, upon reasonable notice, and by mutual consent, allow the RailTel, its management, its auditors and/or its regulators, the opportunity of inspecting, examining and auditing of solution, the bidder's operations and business records which are directly relevant to the services and financial agreements.
- c. RailTel shall give minimum one-day intimation for conducting the audit to the bidder. The audit by the RailTel shall be allowed to be done all days.

## **6. Conflict Of Interest:**

RailTel requires that the Bidder provide professional, objective, and impartial advice and at all times hold RailTel's interest paramount, strictly avoid conflicts with other Assignment(s) or their own corporate interests and act without any expectations/consideration for award of any future assignment(s) from RailTel. The Bidder have an obligation to disclose any situation of actual or potential conflict in assignment, activities and relationships that is their capacity to serve the best interest of RailTel, or that may reasonably be perceived as having this effect. If the Bidder fails to disclose the said situations and if RailTel comes to know about any such situation at any time, it may lead to the termination of its Contract during execution of the said assignment.

## **7. Limitation of Liability:**

- i. For breach of any obligation mentioned in this document, subject to point no. iii, in no event selected bidder shall be liable for damages to RailTel arising under or in connection with this agreement for an amount exceeding the total project cost/contract value.
- ii. Service Provider will ensure RailTel's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/RailTel's related information to the extent of loss cause.
- iii. The limitations set forth in point no. 1 shall not apply with respect to any third-party claims mentioned below:
  - a. Claims that are the subject of indemnification pursuant to Intellectual Property Rights and Ownership.
  - b. Damages occasioned by the gross negligence or willful misconduct of Service Provider.
  - c. Damages occasioned by Service Provider for breach of confidentiality obligations.
  - d. Regulatory or statutory fines imposed by the Government or Regulatory agency or non-compliance of statutory or regulatory guidelines applicable to the project. "Gross Negligence" means an indifference to, and/or a blatant violation of a legal duty with respect of the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a gross negligence. "Willful Misconduct" means any act or failure to act with an intentional disregard of any provision of this TENDER/Contract, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

## **8. No Right to Set Off:**

In case the Bidder has any other business relationship with RailTel, no right of set-off, counter-claim and cross-claim and or otherwise will be available to the Bidder under this arrangement with RailTel for any payments receivable under and in accordance with that business.

**9. Violation Of Terms:**

RailTel clarifies that RailTel shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this Agreement/Contract. These injunctive remedies are cumulative and are in addition to any other rights and remedies RailTel may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

**10. Sub-Contracting or Consortium:**

Sub-Contracting or Consortium bidding is not allowed.

**11. Publicity:**

Any publicity by the successful bidder in which the name of RailTel is to be used will be done only with the explicit written permission of RailTel.

**12. Guarantees:**

The successful bidder should guarantee that the software/solution supplied to RailTel includes all patches, upgrades/ updates etc., and the same are licensed and legally obtained.

**13. Confidentiality and Non-Disclosure:**

The successful bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Successful Bidder shall suitably defend; indemnify RailTel for any loss/damage suffered by RailTel on account of and to the extent of any disclosure of the confidential information. The successful bidder shall furnish an undertaking as given in Annexure-6.

**14. Amendments to the Agreement:**

Once contract agreement is executed with the successful bidder, no amendments or modifications of Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing.

**15. General Contract Agreement Conditions:**

- a) Neither RailTel nor the successful Bidder shall assign any rights or obligations herein without obtaining the prior consent of the other Party.
- b) No forbearance, indulgence, relaxation or inaction by any Party at any time to require the performance of any provision of Agreement shall in any way affect, diminish, or prejudice the right of such Party to require the performance of that or any other

- provision of Agreement.
- c) No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of Agreement shall be construed as a waiver of any right under or arising out of Agreement or an acquiescence to or recognition of any right and/or any position other than that expressly stipulated in the Agreement.
  - d) All remedies of either RailTel or Bidder under the Agreement whether provided herein or conferred by statute, civil law, common law, custom, or trade usage, are cumulative and not alternative may be enforced successively or concurrently.
  - e) If any provision of Agreement or the application thereof to any person or Party is or becomes invalid or unenforceable or prohibited by law to any extent, this Agreement shall be considered divisible as to such provision, and such provision alone shall be inoperative to such extent and the remainder of the Agreement shall be valid and binding as though such provision had not been included. Further, the Parties shall endeavor to replace such invalid, unenforceable or illegal provision by one that is valid, enforceable, and legal and achieve substantially the same economic effect as the provision sought to be replaced.
  - f) If during the term of Agreement, the performance in whole or in part by either Party of any obligations under the Agreement is prevented or delayed by reason of war, destructive act of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemic, quarantine restrictions, strikes, lock-outs, or acts of god (hereinafter referred to individually as an "Event" the notice of happening of which shall be given by either Party to the other within seven days of the date of occurrence of such Event), neither Party shall be entitled to terminate this Agreement nor have any claim for damages against the other by reason only of such non-performance or delay in performance.
  - g) None of the provisions of Agreement shall be deemed to constitute a partnership between the Parties and neither Party shall have any right or authority to bind the other as the other's agent or representative and no Party shall be deemed to be the agent of the other in any way.
  - h) Agreement shall not be intended and shall not be construed to confer on any person other than the Parties hereto, any rights or remedies herein. Agreement shall be executed in English language in 1 (one) original, RailTel receiving the duly signed original and successful bidder receiving the duly attested photocopy.

#### **16. Negligence:**

In connection with the work or contravenes the provisions of General Terms, if the successful Bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by RailTel, in such eventuality, RailTel may after giving notice in writing to the successful Bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, RailTel shall have the right to cancel the Contract holding the successful Bidder liable for the damages that RailTel may sustain in this behalf. Thereafter, RailTel may make good the failure at the risk and cost of the successful Bidder.

#### **17. Force Majeure:**

- a) The bidder shall not be liable for default or non-performance of the obligations under

the contract, if such default or nonperformance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the bidder, i.e. Force Majeure.

- b) For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the bidder, resulting in such a situation.
- c) In the event of any such intervening Force Majeure, the Bidder shall notify RailTel in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by RailTel, the Bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- d) In such a case, the time for performance shall be extended by a period not less than the duration of such delay. If the duration of delay continues beyond a period of three months, RailTel and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of RailTel shall be final and binding on the Bidder.

#### **18. Corrupt and Fraudulent Practices:**

- a) As per Central Vigilance Commission (CVC) directives, it is required that Bidders b) /Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- b) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- c) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of RailTel and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive RailTel of the benefits of free and open competition.
- d) RailTel reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- e) RailTel reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- f) The decision of RailTel in determining the above aspects will be final and binding on all the Bidders.
- g) No Bidder shall contact through any means of communication RailTel or any of its employees on any matter relating to its bid, from the time the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of RailTel, it may do so in writing. An effort/attempt by a Bidder to influence RailTel in its decision on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder.
- h) The Bidder agrees not to hire, solicit or accept solicitation either directly or through a

third party from any of the employees of RailTel directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on case-to-case basis.

#### **19. Compliance With Applicable Laws of India:**

The Bidder shall undertake to observe, adhere to, abide by, comply with and notify RailTel about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect RailTel and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

All the employees/operator deployed by the Bidder for the digitization activity must comply with government's rules and regulations like Minimum Wages Act, Provident fund and ESIC facility standard and Labour Laws including but not limited to Contract Labour.

This indemnification is only a remedy for RailTel. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by RailTel arising out of claims made by its customers and/or regulatory authorities.

The Bidder confirms to RailTel that it complies with all Central, State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify RailTel about compliance with all laws in force including Information Technology Act 2000, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of said Agreement/Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect RailTel and its officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulations/RBI Guidelines etc., and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate RailTel and its employees/officers/staff/personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and RailTel will give notice of any such claim or demand of liability within reasonable time to the Bidder.

## **20. Resolution of Disputes:**

The Bidder and RailTel shall endeavor their best to amicably settle all disputes arising out of or in connection with the said Agreement/Contract in the following manner:

- i. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- ii. The matter will be referred for negotiation between officer appointed by RailTel and authorized person of the bidder. The matter shall then be resolved between them and the agreed course of action shall be documented within a further period of fifteen (15) days. In case the dispute(s)/difference(s) between the Parties is/are not settled through negotiation in the manner as mentioned above, the same may be resolved by arbitration and such dispute/difference shall be submitted by either party for arbitration within fifteen (15) of the failure of negotiations. The arbitration shall be held in New Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding Arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue of arbitration shall be New Delhi, INDIA.

## **21. Modification/Cancellation of TENDER:**

RailTel reserves the right to modify/cancel/re-Tender without assigning any reasons whatsoever. RailTel shall not incur any liability to the affected bidder(s) on account of such rejection. RailTel shall not be obliged to inform the affected bidder(s) of the grounds for RailTel's rejection.

## **22. Legal Disputes and Jurisdiction of the court:**

a) RailTel Clarifies that RailTel shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain bidder/prospective bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this TENDER. These injunctive remedies are cumulative and are in addition to any other rights and remedies RailTel may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages. b) All disputes and controversies between RailTel and Bidder shall be subject to the exclusive jurisdiction of the courts in Kolkata and the parties agree to submit themselves to the jurisdiction of such court as this TENDER/Contract agreement shall be governed by the laws of India.

## Chapter-8

### TECHNICAL, FUNCTIONAL REQUIREMENTS & SPECIFICATIONS

- Note 1:** The proposed solution must meet all technical and functional specifications mentioned in the latest Technical defined in the tender document.
- Note 2:** It may kindly be noted that in the specification wherever support for a feature has been asked for, it will mean that the feature should be available without RailTel requiring any other hardware/software/licenses.
- Note 3:** The below mentioned technical specifications for the supply items are bare minimum requirements of the purchaser, the supply items quoted by bidder must comply with these technical specifications. However, the bidder can quote the items with higher technical specifications catering to the futuristic requirements of the proposed solution.

#### 8.1 The Application Software should meet the following requirements:

| <i>Sl. No.</i>              | <i>Business / Functional Requirements</i>  | <i>Mandatory / Desirable</i> |
|-----------------------------|--|------------------------------|
| <b>Generic Requirements</b> |  |                              |
| 1.                          | Upon successful service delivery by the Authentication/e-KYC module, the system should allow processing and forwarding of authentication requests in the format accepted by UIDAI (presently XML) between AUA application & CIDR and vice versa within reasonable round-trip time mandated by UIDAI. | Mandatory                    |
| 2.                          | Application developed should support for secure/encrypted communication between ASA/AUA and CIDR as per UIDAI standards.   | Mandatory                    |
| 3.                          | The authentication application platform must be forward compatible with any service and security standards proposed by UIDAI.  | Mandatory                    |
| 4.                          | The system should be in compliance with UIDAI specifications and standards published from time to time.  | Mandatory                    |
| 5.                          | All requests and responses should be logged. The logs shall capture details of authentication transaction but not corresponding Personal Identity Information (PID).   | Mandatory                    |
| 6.                          | The system should maintain a log and report for all transactions for audit purpose. Reporting of this module shall be integrated with the Dashboard Module.  | Mandatory                    |

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| 7. | There must be provision for digitally signing the Auth XML requests on behalf of AUA. The Auth XML should append the AUA code along with the request. The Auth XML should be sent to ASA over the secured network. For the response that is received from ASA, should be forwarded to specific AUA/sub AUA from where the request originated.  | Mandatory |
| 8. | <p>The Aadhaar authentication should carry out the following Aadhaar Biometric Authentication:</p> <ul style="list-style-type: none"> <li>• The system should route all biometric authentication requests from registered departmental applications (AUAs or Sub-AUAs) to CIDR and back.</li> <li>• The system should implement Authentication API</li> <li>• The system should authenticate residents fingerprint and iris</li> </ul> | Mandatory |
| 9  | <p>The Aadhaar authentication should carry out the following Aadhaar OTP Authentication:</p> <p>The system should route all OTP authentication requests from registered departmental applications (Sub-AUAs) to CIDR and back.</p> <p>The system should implement OTP Authentication API.</p> <p>The system should authenticate residents with registered mobile numbers.</p>  | Mandatory |
| 10 | The system should handle Authentication API errors correctly.  | Mandatory |
| 11 | The solution should have interface to search and filter the data of the Report.  | Mandatory |
| 12 | The authentication module should support in establishing SSL connection between the communication systems.   | Mandatory |
| 13 | The Solution should provide for future scalability of the whole system without major architectural changes.  | Mandatory |
| 14 | Should support Web Interface.  | Mandatory |
| 15 | The solution should be highly scalable and capable of delivering high performance as & when transaction volumes / users increases without compromising on the response time.   | Mandatory |
| 16 | The application software platform for Aadhaar based Authentication and e-KYC services should be compatible with all the standard operating systems such as Windows, Linux, UNIX, etc. Major Software for ASA/KSA and AUA/KUA along with any auxiliary components such as Web Server, Application Server, Gateway Server, Load Balancer, etc must also be compatible / smoothly work with Windows, Linux, UNIX, etc                     | Mandatory |
| 17 | The solution shall run on native browser with additional plug-ins that should be freely downloadable and should support at the minimum IE, Firefox Mozilla Google Chrome etc.  | Mandatory |
| 18 | User Interface should require only standards compliant browsers with standard support for JavaScript and HTML.   | Mandatory |

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| 19 | Should not require opening of any special protocols for connecting the user client to the web/ application server. All communication should be on secured HTTPS.   | Mandatory |
| 20 | The solution shall be supported on client with mobile based platform.  | Mandatory |
| 21 | The Application Platform must be compatible / interoperable with HSM Devices such as Thales, Safenet, etc and integration between HSM API and ASA/AUA/KSA/KUA application must be carried out free of cost.  | Mandatory |
| 22 | It should be possible to integrate/call/plugin the ASA/AUA/KSA/KUA application as a module with other web-based/g-based applications.  | Mandatory |
| 23 | The web based application should comply with Guidelines for Indian Government Websites (GIGW), W3C and WCAG 2.0 Level A.   | Mandatory |
| 24 | Bidder solution should provide Web based API for performing Authentication and eKYC and the hosted API page should have support majority of the STQC Certified Fingerprint and Iris biometric devices and should have already implemented the solution integrated with STQC certified biometric devices of atleast 3 different companies. The client side API should be available for Java, .NET and PHP Platform  | Mandatory |
| 25 | Bidder solution should have capability to sign / encrypt/ decrypt the Aadhaar xml's using Hardware Security Module of OEMs like Thales, Safenet, etc, USB Token and File based certificates.   | Mandatory |
| 26 | Bidder should have experience in interfacing with ASA Platform providers for Payment Systems, Data Repository, e-Governance Schemes, etc.  | Mandatory |
| 27 | Bidder solution should have the following API Specifications implemented and should be in use in a production environment at existing customer locations:<br>a) AADHAAR AUTHENTICATION API SPECIFICATION – VERSION 2.5<br>b) AADHAAR BEST FINGER DETECTION API SPECIFICATION – VERSION 1.6<br>c) AADHAAR E-KYC SPECIFICATION – VERSION 2.5<br>d) AADHAAR OTP REQUEST API SPECIFICATION – VERSION 2.5<br>e) AADHAAR MOBILE UPDATE API SPECIFICATION – VERSION 1.6 | Mandatory |
| 28 | The Solution should be capable of sending alerts/SMS/email to predefined designated officers in the event of crossing predefined conditions.   | Mandatory |
| 29 | The Solution should have Ability to generate reports at <ul style="list-style-type: none"> <li>• real time / on line basis</li> <li>• in background (when evaluation is time-consuming)</li> <li>• via batch processing</li> <li>• specific date</li> <li>• regular time interval</li> <li>• any other specific business condition</li> </ul>  | Mandatory |
| 30 | Ability to maintain audit trail of changes such as the time of change, the user ID, old and new value with field description.  | Mandatory |
| 31 | Ability to support the following functions: <ul style="list-style-type: none"> <li>• Portability</li> <li>• Interoperability</li> <li>• Scalability</li> </ul>   | Mandatory |

|    |  |           |
|----|--|-----------|
|    | <ul style="list-style-type: none"> <li>• High Performance</li> <li>• Serviceability</li> <li>• Manageability</li> <li>• Flexibility</li> </ul>   |           |
| 32 | All sensitive data (such as passwords, Aadhaar Data, bank account numbers, etc) shall have to be stored in encrypted format. The system should protect the integrity and authenticity of the data.   | Mandatory |
| 33 | The solution must allow users to trace the history of a data. It should also be able to trace where a data entity currently is placed in the system.   | Mandatory |
| 34 | UIDAI/CIDR over a period of time may alter the metadata including the number of fields, data type etc. The system should be able to handle such situations   | Mandatory |
| 35 | The system should have provision for the user to submit the data through an easy to use interface like GUI, Web-Service, etc. as appropriate for the data exchange modes.  | Mandatory |
| 36 | The system should be able to support all standard file formats including but not limited to CVS, XML, XLS, Delimited File, rar, zip, 7z, jpg, jpeg etc.  | Mandatory |
| 37 | The solution should support bulk loading of data and inbuilt capability of data integration in near real time batch modes.   | Mandatory |
| 38 | The system should be able to match each record with the entire CIDR data through fuzzy logics to arrive at strict and loose matches.   | Mandatory |
| 39 | The system should also be able to make the match on various attributes including but not limited to name, date of birth, father's name, parsed address etc.  | Mandatory |
| 40 | The module should also ensure storage of any such data/logs which shall be required by Government, UIDAI and KSA/ASA. These logs shall support in creation of the compliance reports required by audit agencies.   | Mandatory |
| 41 | The system should be able to use the parsed data intelligently for the matching to take place. All possible permutations and combinations should be applied to arrive at the most probable match. The cutoff score should be definable for the 1:1 match (1 record of department matched with 1 record of CIDR) and the 1:N match (1 record of department matched with N records of CIDR). All the parameters should be configurable.            | Mandatory |
| 42 | The System shall have the capability of sharing data through common file sharing mechanism including FTP, Web-Service, etc.  | Desirable |
| 43 | The system should be flexible enough to accommodate the updates released by UIDAI from time to time without any additional cost.   | Mandatory |
| 44 | The solution must have provision to sign and encrypt the authentication/e-KYC requests through digital signature certificate in High Availability mode.  | Mandatory |
| 45 | All requests and responses should be logged  | Mandatory |
| 46 | The system shall maintain audit logs for all authentication, e-KYC, BFD related transactions by capturing desirable details of the transaction including Aadhaar number, date, time, IP, Sub-AUA code, Key, etc. AUA shall log all its authentication transactions and maintain them for at least 6 months' time period. The logs shall capture details of authentication transaction but not corresponding Personal Identity Information (PID). | Mandatory |

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|----|---|-----------|
| 47 | The system should ensure that the authentication request originating at an authentication device is compliant with the standards and specifications prescribed by UIDAI and complete.   | Mandatory |
| 48 | The System should also be able to conduct Buffered Authentication (At places of poor network connectivity, authentication request may be “buffered” (or queued) on the device until a configurable period of time (presently 24 hours) then sent to CIDR for authentication when connectivity is restored / available)  | Mandatory |
| 49 | The system should be able to accept the e-KYC requests from KUA/sub KUA. System should be able to route the e-KYC request to KSA. The response from CIDR has to be forwarded to the KUA/sub KUA. (This may include the e-KYC information or the error code.). The same has to be given back to the sub organization in a secured manner. The application should validate the e-KYC request coming from KUA/Sub KUA and should digitally sign the packet. The system should decrypt the KYC details provided by CIDR and shall forward the KYC details including his name, address, photograph DoB, etc. to the clients in a secured manner. The system should have error handling facility. | Mandatory |
| 50 | The Software solution must be compatible/inter-operable with various STQC Certified PoS (Point of Sale)/Wall-mount devices used for Finger print/IRIS scanning. Respective API to integrate these devices with software must be made available for fast implementation.   | Mandatory |
| 51 | Compliance of the security guidelines issued from time to time by Department of Telecommunications (DoT), government of India and UIDAI. Worker would be required to fulfil the all requirement of DOT & UIDAI in this respect.   | Mandatory |
| 52 | Any other requirement to fulfil the ASA and AUA scope work defined by UIDAI.  | Mandatory |
| 53 | Any other requirement to integrate with existing system of Customer for ASA and AUA services  | Mandatory |
| 54 | To provide required support to end customers for ASA and AUA services as per SLA  | Mandatory |
| 55 | Disaster Recovery setup for Application for the ASA and AUA services  | Mandatory |
| 56 | The platform should have capabilities to provide Aadhaar ASP platform and the same should be easily integratable with Aadhaar platform provided by the vendor and with the E-sign ESP and CA stack provided by the ESP/CA partnering with RailTel.  | Mandatory |
| 57 | Bidder should have fraud management system/ Module integrated with AUA/KUA software to ensure latest UIDAI compliance w.r.t. UIDAI compliance checklist Ver 2.0 issued in May 2025.   | Mandatory |

## 8.2 Proposed Responsibilities of MSP

- a. Under the framework of the agreement, RailTel and MSP would work together towards a mutually beneficial relationship wherein MSP shall act as the deployment and

implementation partner for the various projects undertaken or to be undertaken by RailTel during the term of the agreement for Aadhaar based Authentication and e-KYC services.

- b. MSP shall provide their expertise in delivering the various solutions. These shall include but not limited to the following:
- i. Aadhaar based authentication for any financial / non-financial transactions that require authentication.
  - ii. Aadhaar based Authentication during enrolment of Aadhaar enabled bank accounts. This service would also be used for financial transactions as per RBI guidelines.
  - iii. Aadhaar based Authentication to verify the investor and transactions for insurance sector as per IRDA guidelines.
  - iv. Aadhaar based Authentication for various Governments to Citizen (G2C) services envisaged to be provided through various agencies.
  - v. Aadhaar based Authentication for skill development programs undertaken by various government agencies.
  - vi. Aadhaar based Authentication during recruitment and other examinations.
  - vii. Aadhaar based Authentication for monitoring attendance of various functionaries like school, office, factory, etc.
  - viii. Aadhaar based Authentication for customer verification for mobile connections, LPG connections, etc.
  - ix. Aadhaar based Authentication for train and any travel service where verification is required.
  - x. e-KYC services for providing government centric services like passport service, election services, public distribution schemes, disbursements and other government initiated welfare schemes.
  - xi. For any other purpose that may relate to Aadhaar enabled service delivery.
  - xii. Aadhaar based Authentication for printing of Aadhaar cards, demographic updating, and biometric updating.
  - xiii. For any other similar purposes which may arise in future.
- c. MSP shall provide their expertise in modification of the existing applications to be made suitable for Aadhaar enabled service delivery over RailTel / non-RailTel network.
- d. MSP shall provide their support in procurement of equipment envisaged to be necessary for implementing the project.

- e. RailTel shall procure the equipment necessary for implementation as per the existing guidelines.
- f. MSP shall maintain requisite skilled manpower for Help Desk & L-1 Support, and, if found necessary for maintenance/support, the same shall be deployed as per request from RailTel. RailTel reserves the right to call the employees of MSP for a test or interview. RailTel also reserves the right to inspect the mark sheets/score cards, degree or certifications of such employees.
- g. Training shall be imparted to RailTel technical team regarding the use of developed solution. for subsequent months.

### **8.3 Service Window:**

MSP is expected to serve as per business needs of RailTel on 24x7 basis.

In case of severity issues as reported by RailTel, suitable resources will be made available by the bidder at any time for diagnosis and resolution.

**CHAPTER-9****Annexure-1****CHECK LIST**

| <b>SN.</b> | <b>Other Clauses</b>  | <b>Bidder Response<br/>[Yes/No]</b> | <b>Page No. at<br/>which details<br/>are enclosed</b> |
|------------|---|-------------------------------------|---|
| <b>1</b>   | Whether EMD (via NEFT in RailTel Bank account) is submitted   |                                     |   |
| <b>2</b>   | Whether offer letter submitted as per the Annexure-3 is submitted   |                                     |   |
| <b>3</b>   | Whether Digitally signed copy of tender document is submitted   |                                     |   |
| <b>4</b>   | Whether Letter of Authority/Power of attorney on bidder's letter head from Authorized Signatory of the company to sign and submit the bid is submitted as per Annexure-4  |                                     |   |
| <b>5</b>   | Whether Bidders Profile Information as per Annexure-5 on bidder's letter head along with supporting documents   |                                     |   |
| <b>6</b>   | Whether Non Disclosure Agreement(NDA) is submitted as per Annexure-6  |                                     |   |
| <b>7</b>   | Whether Technical Bid covering letter submitted as per Annexure-7   |                                     |   |
| <b>8</b>   | Whether Nil Deviation Component Compliance undertaking letter submitted as per Annexure-9   |                                     |   |
| <b>9</b>   | Whether Escalation matrix is submitted as per Annexure-10   |                                     |   |
| <b>10</b>  | Whether undertaking for non blacklisting/non debarment of the bidder is submitted as per Annexure-13  |                                     |   |
| <b>11</b>  | Whether credential affidavit is submitted as per the Annexure-16  |                                     |   |
| <b>12</b>  | Whether system performance bank guarantee is submitted as per Annexure-17   |                                     |   |
| <b>13</b>  | Whether the documents related to Bidder or their promoters having equity stake or partnership and should not be holding valid UASL license/ ISP license/MSO license of Government of India are submitted                  |                                     |   |
| <b>14</b>  | Whether ISO 9001:2015 or latest certificate is submitted  |                                     |   |
| <b>15</b>  | The software solution offered by the bidder shall be the propriety software of the bidder. Self-Declaration to be submitted by the bidder along with Source Code Audit report performed by the Cert-IN certified Auditor. |                                     |   |
| <b>16</b>  | Whether MSME certificate is submitted from the Chartered Accountant as per the Annexure-18  |                                     |   |

Bidders to verify the above checklist and ensure accuracy of the same before submission of the bid.

Checked for accuracy

Date:

Signature with Seal  
Name:

**Basic Eligibility Criteria**

| SN. | Eligibility Criteria   | Document to be submitted  |
|-----|--|---|
| 1   | Cost of Tender Document and EMD  | NEFT/RTGS No of transferring the same in RailTel account.   |
| 2   | <b>Legal Entity:</b> The bidder should be a Company registered in India under the Companies Act (India) with their registered office in India should have been operating for the last three years.                                     | Certificate of Incorporation / Registration Memorandum of Association (MoA)   |
| 3   | Power of Attorney along with Board resolution  | As per Annexure-4   |
| 4   | Offer letter duly signed   | As per Annexure-3   |
| 5   | Digitally signed copy of tender document   |   |
| 6   | Bidder profile   | As per Annexure-5   |
| 7   | Deviation Statement  | As per Annexure-9   |
| 8   | Credential verification affidavit  | As per Annexure-16  |
| 9   | Bidder should not have been blacklisted at any time by the Government/Government agency/ Public Sector Enterprise/ Telecom Operators or any other organization.  | As per Annexure-13  |
| 10  | The Bidder or their promoters having equity stake or partnership should not be holding valid UASL license/ ISP license/MSO license of Government of India and ASA/KSA/AUA/KUA license of UIDAI.  | Undertaking on bidder letter head to be submitted   |
| 11  | Bidder should have positive net worth in each of the last three financial years FY 22-23, FY 23-24, FY 24-25 or (as per the latest last three published audited balance sheets)  | CA Certificate with UDIN No   |
| 12  | GST Registration Number  | GST Registration certificate  |
| 13  | The Bidder should have ISO 9001:2015, ISO/IEC 27001:2013 certificate or latest.  | Copy of certificate   |
| 14  | <b>Turnover:</b> The bidder should have minimum cumulative turnover of <b>Rs. 16.88</b> Crore from software Development related to Aadhaar Authentication /e-KYC in the previous three financial years and the current financial year. | Balance Sheet and Certificate issued by the Chartered Accountant. Certificate should contain UDIN no. issued by ICAI.<br><br>In case the preceding financial year is unaudited, then an affidavit certified by Chartered Accountant in this regard shall be submitted by the bidder and the three Financial Years immediately preceding the previous Financial Year shall be considered for evaluation. |

|    |   |   |
|----|---|---|
| 15 | <p>The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:</p> <ol style="list-style-type: none"> <li>1. Three similar works each costing not less than the amount equal to Rs. 3.38 Crore, or</li> <li>2. Two similar works each costing not less than the amount equal to Rs. 4.50 Crore, or</li> <li>3. One similar work not less than the amount to Rs. 6.75 Crore in the filed of providing software platform for Aadhaar Authentication Service.</li> </ol> | Copy of Work Order/Agreement and Completion Certificate /Client Confirmation letter or CA certificate for the payment received from the customer under the Work Order/Agreement |
| 16 | <p>The Bidder should have developed and implemented <b>ASA/KSA software/services</b> for at least two public listed organizations in India (Central Government/State Government/PSU/Private Sector Company (Listed Companies) and the implemented ASA / KSA software / service should be in production a period of at least 36 months.</p>  | Copy of Work Order/Agreement and Completion Certificate /Client Confirmation letter   |
| 17 | <p>The Bidder should have developed and implemented AUA/KUA as software/services for at least two public listed organizations organization in India (Central Government/State Government/PSU/ Private Sector Company) and the implemented AUA / KUA software / service should be in production a period of at least 36 months.</p>  | Copy of Work Order//Agreement and Completion Certificate /Client Confirmation letter  |
| 18 | <p>The Bidder should have developed and implemented Aadhaar Data Vault for at least two public listed organizations organization in India (Central Government/State Government/PSU/Private Sector Company).</p>   | Copy of Work Order/Agreement and Completion Certificate /Client Confirmation letter   |
| 19 | <p>The responding firm (Bidder must have a minimum number of 30 Software Developers. The responding firm must have resources with work experience in the domain of application development, System Administration/Database Administration and systems integration activities on open-source platforms, as on date of submission of bid on its roll.</p>   | Certificate from HR Department /Company secretary for number of technically qualified professionals employed by the company   |
| 20 | <p>The Bidder should have developed and implemented Aadhaar eSign Platform which should include eSign ASP Stack for at least 1 eSign Service Provider in India (Central Government/State Government/PSU/Private Sector Company).</p> <p><b>Past Experience:</b></p>   | Copy of Work Order/Agreement and Completion Certificate /Client Confirmation letter   |
| 21 | <p>a. The Bidder should have experience in successfully designing, development, implementation &amp; roll-out of middleware for Aadhar Authentication Framework through setting up AUA/ KUA including onboarding of multiple Sub-AUA applications through development of API, experience in design, development of proven Aadhaar Data Vault, e- KYC middleware and all associated software stack as per UIDAI</p>  | Work order/Agreement and Project Completion Certificate or Go live & currently under Operation & Maintenance phase certificate from the client.                                 |

|    |   |  |
|----|---|--|
|    | <p>guidelines and security framework including its Operation &amp; Maintenance and AMC support to the satisfaction of client as well as experience/skill set in setting up ASA/KSA with integration with UIDAI CIDR Database for at least two (2) public listed organizations in India (Central Government/State Government/ PSU/Private Sector Company/ Banking, Insurance, BFSI). Out of the above, at least one ADV development and implemented AUA/KUA, should be operational over a period of at least 2 years.</p> <p>b. The Bidder must have carried out at least 10 Crore Aadhar Transactions (Authentication as Yes/No/e-KYC transactions) on AUA/KUA platform.</p>  |  |
| 22 | <p>Bidder should have an experience of executing “Eligible Projects” during the last 3 (Year) financial years:</p> <ol style="list-style-type: none"> <li><b>1. 6 Crore Transaction for a Single Customer</b></li> <li><b>2. 4 Crore Transaction each for two customers</b></li> <li><b>3. 3 Crore Transaction each for three customers</b></li> </ol> <p>Eligible projects means work/services related to designing, development, implementation &amp; roll-out of middleware for Aadhar Authentication Framework through setting up AUA/ KUA including onboarding of multiple Sub-AUA applications through development of API, experience in design, development of proven Aadhaar Data Vault, e- KYC middleware and all associated software stack as per UIDAI guidelines and security framework including its Operation &amp; Maintenance and AMC support to the satisfaction of client as well as experience/skill set in setting up ASA/KSA with integration with UIDAI CIDR Database for any Central Government/State Government/PSU/ Bank or any NBFC for <b>Yes/No/e-KYC transactions.</b></p> | Work order/Agreement copy and customer Certificate for the number of transactions handled by the Middleware/platform |
| 23 | Platform Software proposed by the bidder should be propriety software of the firm.  | An undertaking signed by authorized signatory duly certified by the CA with UIDN. to be enclosed with bid.           |

Offer Letter

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

Ref: TENDER No.

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

1. I/We \_\_\_\_\_ have read the various conditions detailed in tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this offer open for acceptance for a period of **60 days** from the date of submission and in default thereof. I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to supply various equipment at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work within **6 week** from the date of issue of Purchase Order. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the supplies according to the Specifications for materials and works laid down by the RailTel.
2. A sum of Rs. \_\_\_\_\_ (\_\_\_\_amount in words\_\_\_\_) through e-Nivida Portal here with submitted as “**EMD**”. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if,

I/We withdraw or modify the offer within validity period or do not deposit the security deposit (Performance Bank Guarantee) within **specified days as per tender** after issue of Purchase Order.

or

I/We do not execute the contract agreement within 15 days after receipt of notice issued by the RailTel that such documents are ready,

or

I/We do not commence the work within 15 days after receipt of orders to that effect.

Until a formal agreement is prepared and executed the acceptance of this tender document shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the “Letter of Acceptance” of my/our offer for this work.

SIGNATURE OF CONTRACTOR (S)

Date

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS

- 1.
- 2

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 authorize 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 TENDER No. XXXXXXXXXXXXXXXX Dated , including signing and submission of the TENDER 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.

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.
- b. 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.

**Bidder Profile**

The Bidder should provide detailed responses for each of the below items along with documentary proofs:

| SN. | Details Required   |  |
|-----|--|--|
| 1   | Name of the Bidder   |  |
| 2   | Constitution   |  |
| 3   | Date of Establishment/Incorporation  |  |
| 4   | Address (Order to be placed on which Office) Registered Office Corporate Office                          |  |
| 5   | Telephone No, E-mail Address, Website  |  |
| 6   | Name and designation of Authorized signatory. Contact numbers: E-mail:                                   |  |
| 7   | Gross Annual Turnover of the Bidder (Not of the group.) (Audited)<br>2022-2023<br>2023-2024<br>2024-2025 |  |
| 8   | Net Profit of the Bidder (Not of the group.) (Audited)<br>2022-2023<br>2023-2024<br>2024-2025            |  |
| 9   | No of GST Registration in India (Mention all Numbers)  |  |
| 10  | Bank Details of Bidder   |  |

Date

Signature with Seal:

Name:

Designation:

[Note: These details should be on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company]

**Non disclosure Agreement**  
**(To be given on Bidder Letter Head)**

This Non-Disclosure Agreement (this “**Agreement**”) is made and entered into on this \_\_\_\_ day of \_\_\_\_, 2025 (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 success and its permitted assignees of the ONE PART,

And

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

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

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

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

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

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

**1. Permitted Use:**

(a) Receiving Party shall:

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

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

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

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

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

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

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

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

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

## **2. Designation:**

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

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

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

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

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

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

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

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

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

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

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

8. **Notice:**

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

- (i) by personal delivery, when delivered personally;
- (ii) by overnight courier, upon written verification of receipt; or
- (iii) by certified or registered mail with return receipt requested, upon verification of receipt.

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

**RailTel Corporation of India limited:**

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

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

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

Email. \_\_\_\_\_

\_\_\_\_\_:

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

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

Phone:

Email:

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

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

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

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

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

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

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

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

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

**13. Settlement of Disputes:**

- a) The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.
- b) In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.
- c) The sole arbitrator shall be appointed on mutual consent having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The Chairman Managing Director (CMD) of RailTel Corporation shall furnish a panel of three names to the contractor, out of which, contractor will recommend one name to be his nominee and then CMD/RailTel shall appoint one name as RailTel's nominee and these two arbitrators with mutual consent shall appoint a third arbitrator who shall act as the deciding arbitrator in terms of Arbitration and Conciliation

Act. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the parties.

**14. CONFIDENTIALITY OF NEGOTIATIONS:**

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

**15. REPRESENTATION:**

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

**16. ASSIGNMENT:**

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

**17. EMPLOYEES AND OTHERS:**

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

**18. NO LICENSE:**

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

**19. RELATIONSHIP BETWEEN PARTIES:**

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

**20. UNPUBLISHED PRICE SENSITIVE INFORMATION (UPSI):**

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

**21. MISCELLANEOUS:**

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

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

\_\_\_\_\_:

**RailTel Corporation of India Limited:**

By \_\_\_\_\_

Name:

Title:

By \_\_\_\_\_

Name:

Title:

Witnesses

**Technical Bid Covering letter format**

To,  
GM/VAB  
RailTel Corporation of India Limited  
Corporate Office New Delhi

**Sub:- Tender for Selection of Managed Service Partner (MSP) for Design, Supply, Installation, Configuration, Customization, Operations & Maintenance of Aadhaar Authentication Software Platform for ASA/AUA/KSA/KUA Services**

Ref:-

We have carefully gone through the contents of the above referred TENDER and furnish the following information relating to Technical Bid / Specification:

| SN. | Particulars  | Details to be furnished by the Bidder |
|-----|--|---------------------------------------|
| 1.  | Name of the Bidder   |                                       |
| 2.  | E-mail address of contact persons  |                                       |
| 3.  | Details of: Description of business and business background Service profile & Client profile   |                                       |
| 4.  | Approach and methodology for the proposed scope of work along with illustrative deliverables.  |                                       |
| 5.  | Details of similar assignments executed by the bidder during the last two years in India<br>(Name of the client, time taken for execution of the assignments and documentary proof from the client are to be furnished)  |                                       |
| 6.  | List of bidder major customers in last 3 years and details as below may be taken:<br>a) Name and complete postal Address of the customer.<br>b) Name, designation, Telephone, Fax, Telex Nos., e-mails and address of the contact person(customer)<br>c) Nature & Description, Staff consultancy work ordered by the customer during 2 years.<br>d) Whether reference letter enclosed. |                                       |
| 7.  | Conformity for providing continuous and un-interrupted support to meet SLA obligations as per TENDER Terms   |                                       |

Declaration:

4. We confirm that we will abide by all the terms and conditions contained in the Tender.

5. We hereby unconditionally accept that RailTel can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the Tender, in shortlisting of bidders.
6. All the details mentioned by us are true and correct and if RailTel observes any misrepresentation of facts on any matter at any stage, it has the absolute right to reject the proposal and disqualify us from the selection process.
7. We confirm that we have noted the contents of the Tender and have ensured that there is no deviation in filing our response to the TENDER and that the RailTel will have the right to disqualify us in case of any such deviations.

Date

Signature with Seal:

Name:

Designation:

**Technical Evaluation**

The bidder needs to achieve a cut – off score of 70% marks in this evaluation stage. Only those bidders who achieve the specified cut – off scores would be short-listed for further evaluation. The Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are as under:

| <b>B)</b> | <b>Technical Conditions</b>   | <b>Parameter</b>                | <b>Maximum Marks</b> | <b>Supporting Document</b>                  |
|-----------|---|---------------------------------|----------------------|---|
| 1)        | Years of operations in Service  | 3 Years to 5 Years              | 1                    | Certificate of Incorporation                |
|           |   | 5 Years to 7 Years              | 3                    |   |
|           |   | Above 7 Years                   | 5                    |   |
| 2)        | Bidder's Cumulative turnover for the last 3 financial years (FY 22-23, 23-24,24-25)   | 16.88 Crore to < 20 Crore       | 1                    | CA Certificate with UDIN No.                |
|           |   | 20 Crore to <25 Crore           | 3                    |   |
|           |   | >=25 Crore                      | 5                    |   |
| 3)        | Experience with Telecom Service Provider/Central Government/State Government/PSU (AUA/KUA   | 1 to <3 AUA/KUA License Holder  | 1                    | Work Order/Agreement and Client Certificate |
|           |   | 3 to <5 AUA /KUA License Holder | 3                    |   |
|           |   | >= 5 AUA /KUA License Holder    | 5                    |   |
| 4)        | Experience with Telecom Service Provider/Central Government/ State Government /PSU (ASA/KSA)  | 1 to <2 ASA/KSA License Holder  | 1                    | Work Order/Agreement and Client Certificate |
|           |   | 2 to < 5ASA/KSA License Holder  | 3                    |   |
|           |   | >= 5 ASA/KSA License Holder     | 5                    |   |
| 5)        | Experience in Implementation of ASA/KSA/AUA/KUA software Platform for Aadhaar authentication Service  | 1 to <3 Year                    | 1                    | Work Order/Agreement and Client Certificate |
|           |   | 3 to < 5 Year                   | 3                    |   |
|           |   | >= 5 Years                      | 5                    |   |
| 6)        | Experience in Implementation of Aadhaar Data Vault for Telecom Service Provider/Central Government/ State Government/ PSU/ Private Entities | 1 User                          | 1                    | Work Order/Agreement and Client Certificate |
|           |   | 2 User                          | 3                    |   |
|           |   | > 2 User                        | 5                    |   |
| 7)        | Experience in implementing Latest Aadhaar API   | 1 to <3 API's                   | 1                    | Work Order/Agreement and Client Certificate |

|     |   |  |    |  |
|-----|---|--|----|--|
|     | Specifications<br>(Authentication Version 2.5,<br>BFD Version 1.6, e-KYC<br>Version 2.5, OTP Version 2.5,<br>Mobile Update Version 1.6)<br>with Live<br>AUA/KUA/ASA/KSA.  | 3 to < 5 API's   | 3  |  |
|     |   | >= 5 API's   | 5  |  |
| 8)  | Volume of Transactions<br>carried out in Aadhaar AUA /<br>KUA Platform<br>(Authentication) :-   | 5 Crore to < 7 Crore   | 1  | Work Order/Agreement<br>and Client Certificate                         |
|     |   | 7 Crore to < 10 Crore  | 3  |  |
|     |   | > 10 Crore   | 5  |  |
| 9)  | Volume of Transactions<br>carried out in Aadhaar AUA /<br>KUA Platform (e-KYC) :-   | 5 Crore to < 7 Crore   | 1  | Work Order/Agreement<br>and Client Certificate                         |
|     |   | 7 Crore to < 10 Crore  | 3  |  |
|     |   | > 10 Crore   | 5  |  |
| 10) | Volume of Transactions<br>carried out in Aadhaar ASA /<br>KSA Platform<br>(Authentication)  | 5 Crore to < 7 Crore   | 1  | Work Order/Agreement<br>and Client Certificate                         |
|     |   | 7 Crore to < 10 Crore  | 3  |  |
|     |   | > 10 Crore   | 5  |  |
| 11) | Volume of Transactions<br>carried out in Aadhaar ASA /<br>KSA Platform (e-KYC) :  | 5 Crore to < 7 Crore   | 1  | Work Order/Agreement<br>and Client Certificate                         |
|     |   | 7 Crore to < 10 Crore  | 3  |  |
|     |   | > 10 Crore   | 5  |  |
| 12) | Experience in<br>Implementation of Aadhaar<br>ESP Solution for atleast one<br>Telecom Service<br>Provider/Central<br>Government/ State<br>Government/ PSU/ Private<br>Entities having an Active CA<br>license issued by CCA | 15 Lacs to < 20 Lacs   | 1  | Work Order/Agreement<br>and Client Certificate                         |
|     |   | 20 Lacs to < 25 Lacs   | 3  |  |
|     |   | >= 25 Lacs   | 5  |  |
| 13) | Bidder should have required<br>valid Certifications<br>(Maximum Mark: 5)  | ISO 9001   | 1  | Valid certificate  |
|     |   | ISO 27001  | 3  |  |
|     |   | ISO 9001 & ISO 27001   | 5  |  |
| 14) | Technical Presentation &<br>Solution Demonstration  | Technical Presentation<br>on<br>Similar Experience,<br>Work Plan Approach &<br>Methodology,<br>Resource Management<br>& Institutional Support, | 35 | Technical Presentation<br>and Solution Document<br>along with the Bid. |

|  |  |  |  |  |
|--|--|--|--|--|
|  |  | Knowledge Transfer & Training Plan: Every bidder will be given a time slot of 30 minutes to Presentation on Approach & Methodology and resources proposed for the project and demonstrate of the Bidder to implement the project. Company profile should be limited to 5 slides only. (Successful Technical presentation and demonstration is mandatory for qualifying in the technical bid) |  |  |
|--|--|--|--|--|

Bidder who submits all the required documents regarding Technical Eligibility and scores at least 70 marks in the Technical Scoring evaluation shall be considered a technically qualified bidder.

\*\* Copies of Work order / client reference should be provided.

The bidder should present and demonstrate the proposed solution which will be evaluated on functional requirement given in the Tender. Further RailTel officials would visit reference sites provided by the Bidder if deemed necessary. In case there is only one bidder having technical score of 70% or more, RailTel may, at its sole discretion, also consider the next highest technical score and qualify such bidder. In case, none of the participating bidders qualify on technical criteria and reach or exceed the cut-off score of 70%, then the RailTel, at its sole discretion, may qualify two bidders on the basis of the top 2 scores. However, RailTel at its discretion may reject the proposal of the Bidder or will not consider bidder below cut-off marks by relaxing as mentioned above, if in the RailTel opinion the bidder could not present or demonstrate the proposed services/projects as described in the proposal or in case the responses received from the customer contacts are negative or the proposed service/projects does not meet the RailTel requirement. RailTel reserves the right to accept or reject any Tender in whole or in parts without assigning any reason thereof. The decision of the RailTel shall be final and binding on all the bidders to this document and RailTel will not entertain any correspondence in this regard. Bidders who meet these criteria would only qualify for the commercial bid opening.

Date:

Signature with Seal:  
Name and Designation:

**Nil Deviation Component Compliance Undertaking Letter (TO BE SIGNED BY BIDDER)**

To

General Manager/VAB  
RailTel Corporation of India Ltd.  
Plate-A, 6th Floor, Office Block Tower-2,  
East Kidwai Nagar, New Delhi-110023

Dear Sir,

Sub: **NIL Deviation Compliance for Tender no. ....**

Over and above all our earlier conformations and submissions as per your requirements of the TENDER, we confirm that,

1. We will ensure our unconditional compliance of all the terms and conditions as mentioned in the Tender document. In case of any deviation, the same should be attached as an Annexure (as per Format given below) to this form. **In case of any deviation, RailTel reserves the right to reject the bid without giving any justification.**

**Format of Annexure (Deviation Statement)**

| S. No. | Clause No. & Chapter No. | Existing Clause of Tender | Proposed Clause | Remarks, if any |
|--------|--------------------------|---------------------------|-----------------|-----------------|
|        |                          |                           |                 |                 |
|        |                          |                           |                 |                 |

2. All the proposed solution to be supplied as per SOR are compliant to the technical specifications as mentioned in scope of work of Tender document.
3. We hereby certify that the software mentioned in our technical solution and Bill of Material (BOM) are complete.
4. We confirm that there is no requirement of any other hardware and software to fulfill requirements as per scope against the TENDER. If any additional hardware and software is required to meet in scope requirements, then it would be provided by us at no extra cost to RailTel.

Seal and signature of the bidder

Place:

Date:

(This Form along with Annexure (if required) should be on the letterhead of the bidder duly signed by an authorized signatory)

**Escalation Matrix**

| <b>S. No</b> | <b>Name</b> | <b>Designation</b>  | <b>Full Office Address</b> | <b>Phone No</b> | <b>Mobile No</b> | <b>E Mail</b> |
|--------------|-------------|---|----------------------------|-----------------|------------------|---------------|
| <b>1.</b>    |             | First Level Contact   |                            |                 |                  |               |
| <b>2.</b>    |             | Second level contact (If response not received in 24 Hours) |                            |                 |                  |               |
| <b>3.</b>    |             | Regional Head (If response not received in 48 Hours)        |                            |                 |                  |               |
| <b>4.</b>    |             | Country Head (If response not received in One week)         |                            |                 |                  |               |

Any change in designation, substitution will be informed by us immediately.


Date:

Signature with Seal:

Name:

Designation:

**ANNEXURE-11**

|   |  |                             |
|---|--|-----------------------------|
| <b>Commercial Bid</b>   |  |                             |
|    | <b>RAILTEL CORPORATION OF INDIA LIMITED</b><br>(A Govt. of India Undertaking)<br>Plate-A, 6th Floor, Office Tower-2, NBCC Building,<br>East Kidwai Nagar, New Delhi-110023 |                             |
| To,<br><br>General Manager (VAB),<br>Plate-A, 6th Floor, Office Tower-2,<br>NBCC Building, East Kidwai Nagar, New Delhi-110023  |  |                             |
| RFP No. RCIL/OT/CO/VAB/25-26/ASA-KSA-MSP/08/E-48717 Dated: 03.09.2025   |  |                             |
| Name Of Work:- Selection of Managed Service Partner (MSP) for Design, Supply, Installation, Configuration, Customization, Operations & Maintenance of Aadhaar Authentication Software Platform for ASA/AUA/KSA/KUA Services through Open tender.  |  |                             |
| Name of Company/Firm  |  | M/s                         |
|   |  |                             |
| SN  | Particular   | MSP offered Revenue Share % |
| 1   | Design, Supply, Installation, Configuration, Customization, and Operations & Maintenance of Aadhaar Authentication Software Platform for ASA/AUA/KSA/KUA Services          |                             |
| <b>Note: -</b><br>1. The revenue share will be calculated only on Aadhaar Authentication-related transactions.<br>2. QCBS based selection shall be done with a weightage of 70% Technical & 30% Financial.<br>3. PO shall be issued to the selected bidder initially for a period of 3 year and payment to the selected bidder shall be released only on the basis of the actual revenue generated from the Aadhaar Authentication Service and only after the receipt of the payment from customer. |  |                             |

\*\*\*\*\*

**Undertaking for non blacklisting/non debarment of the bidder**

To,  
GM/VAB  
RailTel Corporation of India Limited  
Plate-A, 6th Floor, Office Tower-2,  
NBCC Building, East Kidwai Nagar,  
New Delhi-110023

**SUB: Tender for Selection of Managed Service Partner (MSP) for Design, Supply, Installation, Configuration, Customization, Operations & Maintenance of Aadhaar Authentication Software Platform for ASA/AUA/KSA/KUA Services through Open tender**

**Ref: Undertaking for non blacklisting/non debarment of the bidder – Tender No. \_\_\_\_\_**

In response to the Tender Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ 2025, I/we hereby declare that presently our Company/Organization \_\_\_\_\_ is having unblemished record and is not declared ineligible or blacklisted for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Central Govt. /State Govt. / Semi-Govt. / PSU/ University/ Educational Institutions/ Organization/ or Court of Law or by CVC as on day of bidding and there is no enquiry registered against us in any of the vigilance organization like ED, CBI, EOW, SIT, STF, CVC etc. as on the day of bidding.

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

**SEAL AND SIGNATURE  
OF THE TENDERER**

Place:  
Dated:

**PROFORMA FOR PERFORMANCE BANK GUARANTEE**

**(On Stamp Paper of Rs one hundred)**

**(To be used by approved Scheduled Banks)**

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

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

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

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

Dated the                      day of                      2025

for .....

(indicate the name of the Bank)

Witness

1. Signature  
Name

2. Signature  
Name

E-tendering Instructions to Bidders

**1. INSTRUCTIONS FOR ONLINE BID SUBMISSION:**

- i. Following are the instruction for online bid submission as per the term and conditions:  
The bidders are required to submit soft copies of their bids electronically on the e-tender Portal, using valid Class 3 Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the e-tender Portal and submitting their bid online on the e-tendering portal as per uploaded bid. **Prepare their bids in accordance with the requirements and submitting their bids online on the e-tender Portal.**

More information useful for submitting online bids on the e-tender Portal may be obtained at:  
<https://railtel.enivida.com>.

**2. REGISTRATION:**

- i. Bidders are required to enroll on the e-Procurement Portal (URL:<https://railtel.enivida.com>) by clicking on the link “Online bidder Registration” on the e-tender Portal by paying requisite Registration fee as mentioned on the e-portal (ApproxRs.2360/-) Per vendor/per year.
- ii. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- iii. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidder.
- iv. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (**Only Class III Certificates with signing + encryption key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- v. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- vi. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC /e-Token.
- vii. **The scanned copies of all original documents should be uploaded in pdf format on portal <https://railtel.enivida.com>.**
- viii. **After completion of registration payment, you need to send your acknowledgement copy on our help desk e-mail id [ewizardhelpdesk@gmail.com](mailto:ewizardhelpdesk@gmail.com) for activation of your account.**

**3. SEARCHING FOR TENDER DOCUMENTS:**

- i. There are various search options built in the RailTel Corporation of India Limited e-tender Portal, to facilitate bidders to search active tenders by several parameters.
- ii. Once the bidders have selected the tenders they are interested, they can pay the processing fee as mentioned on the e-portal (Including GST) (NOT REFUNDABLE) by net-banking / Debit / Credit card. After that respective contractor/Vendor may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

#### **4. PREPARATION OF BIDS:**

- i. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- iii. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with colored option which helps in reducing size of the scanned document.
- iv. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.
- v. These documents may be directly submitted from the "My Documents" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### **5. SUBMISSION OF BIDS:**

- i. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to any issues.
- ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by RailTel.
- iii. Bidder has to select the payment option as "Online Payment" to pay the EMD as applicable and enter details of the instrument.
- iv. Bidder should submit the EMD online as per the instructions specified in the tender document. In case of non-submission of EMD amount (where applicable) online, the uploaded bid will be summarily rejected.

- v. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored(unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- vi. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- vii. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- viii. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- ix. Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
- x. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

## **6. ASSISTANCE TO BIDDERS:**

- 1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the 24x7 Helpdesk Support.

Please feel free to contact RailTel E-Nivida Helpdesk (as given below) for any query related to e-tendering.

i. Helpdesk landline No: 011-49606060

ii. Mr. Amrendra (9355030628)

iii. Mr. Birendra Kumar (09205898228)

RailTel Contact-I (for general Information)

Neha Singh: DGM/IT  
Mobile: 9717644462  
E-mail ID: [neha.singh@railtelindia.com](mailto:neha.singh@railtelindia.com)

RailTel Contact-II (for general Information)  
Anand Singh Chandel: GM/VAB  
Mobile: 9717644111  
E-mail ID: [a.chandel@railtelindia.com](mailto:a.chandel@railtelindia.com)

## **7. BID RELATED INFORMATION FOR THIS TENDER:**

The entire bid-submission would be online on RailTel E-Nivida Portal.

Broad outline of submissions are as follows:

- i. Submission of Bid Security/ Earnest Money Deposit (EMD)
- ii. Submission of digitally signed copy of Tender Documents/Addenda
- iii. Price Bid.
- iv. Online response to Terms & Conditions of Tender.
- v. (Optional) Online Submission of modification, substitution bids for technical or financial parts, or withdrawal bid.

**NOTE: Bidder must ensure that the bid must be successfully submitted online as per instructions of RailTel e-Nivida Portal.**

## **8. ONLINE SUBMISSIONS:**

The bidder is required to submit all the relevant documents online only with the following documents.

- a) EMD submission as per details mentioned in tender notice.
- b) Tender processing fee as per e-nivida portal.
- c) Power of attorney to be submitted online in accordance with Clause – 34, Chapter 4 Original copy is needed to be submitted by the successful bidder before issuance of Purchase order (PO).
- d) In case bidder happens to be an MSE bidder, the documentary evidence for same shall be submitted on line.

## **9. SUBMISSION OF ELIGIBILITY CRITERIA RELATED DOCUMENTS:**

Eligibility criteria related documents as applicable shall also be scanned and submitted “ONLINE”

**NOTE:** In case of internet related problem at a bidder's end, especially during 'critical events' such as a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections.

In case there is a problem at the e-procurement/ e-auction service provider's end (in the server, leased line,

etc.) due to which all the bidders face a problem during critical events, and this is brought to the notice of RailTel by the bidders in time, then RailTel will promptly reschedule the affected event(s).

#### **10. INSTRUCTIONS FOR TENDER DOCUMENT TO THE BIDDERS:**

The RailTel Tenders are published on [www.railtelindia.com](http://www.railtelindia.com) and on RAILTEL E-NIVIDA Portal <https://railtel.enivida.com/>.

NOTE: For online bid submission the bidder will have to necessarily download an official online copy of the tender documents from RAILTEL E-NIVIDA portal, and this should be done well before the deadline for bid-submission.

#### **11. SUBMISSION OF OFFERS AND FILLING OF TENDER:**

This e-tender should be duly submitted online using the e-Procurement Portal <https://railtel.enivida.com/>. For detailed instructions please refer to RAILTEL E-NIVIDA Portal.

#### **12. ATTENDANCE OF REPRESENTATIVES FOR TENDER OPENING:**

Representatives of bidders desirous to attend the tender opening can do so on production of a proper letter of authority from the respective firm, failing which they may not be allowed to attend the tender opening. Authorized representatives of those firms who have submitted the tender documents alone shall be allowed to attend the tender opening.

\*\*\*\*\*

**FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONGWITH THE TENDER 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 tenderer) \*\*

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

1. I/we the tenderer (s), am/are signing this document after carefully reading the contents.
2. I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from RailTel website [www.RailTelindia.com](http://www.RailTelindia.com), <https://RailTel.enivida.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 tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, 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 tender 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 tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the tenderer)\*\* \_\_\_\_\_ 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 TENDERER

#### VERIFICATION

I/We above named tender 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 TENDERER

Place:

Dated:

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

**PROFORMA FOR THE SYSTEM PERFORMANCE GUARANTEE**

(On Stamp Paper of Rs. One hundred)

To  
GM/VAB,  
RailTel Corporation of India Limited  
Plate-A, 6th Floor, Office Tower-2,  
NBCC Building, East Kidwai Nagar,  
New Delhi-110023

I / We ..... hereby  
guarantee that the design on the basis of which we have submitted our tender no.  
..... has been carefully made to conform to the end objectives in the tender  
documents and to technical specification therein. We further guarantee that in the event of the  
performance of the system, when installed, not complying with the end objectives or with the specifications  
contained in the tender documents, we shall provide further inputs to enable the RailTel to realize the end  
objectives contained in these documents without any additional payment for any additional equipment  
which may be required in this regard. We further guarantee that all the expenses for providing the  
additional inputs under the System Guarantee will be borne by us. We further guarantee that these  
additional inputs will be provided by us to make the system workable within 1 month from the date on  
which this guarantee is invoked by the Purchaser. The guarantee is valid for a period of one year from the  
date of commissioning of the system.

(Signature of Firm's Authorized Officer)

Seal

Signature of witness:

1. ....

2. ....

**Certificate of Waiver for MSE Firms  
(In Letter head of Chartered Accountant)**

**Date:**

**TO WHOMSOEVER IT MAY CONCERN**

This is to certify that M/s -----,  
having registered office at ----- has made  
an investment of Rs. -----/- in -----, as per Audited Balance Sheet as on  
31.03.2025. Further we certify that the Company is classified under Micro and Small Enterprise (MSE) as  
per MSME Act 2006 and subsequent government notifications. Udhya Aadhaar no as per certificate  
generated on or after 01/04/24 is .....

We have checked the books of the accounts of the company and certify that the above  
information is true and correct.

Chartered Accountant Firm Name

Signature

Name

Reg. No.

VID no.

**\*\*\*\*\*END OF TENDER DOCUMENT\*\*\*\*\***