

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

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

**For**

**“Provision of Aadhaar based Fingerprint Authentication/Digital  
Fingerprint Capturing & Facial Recognition of Candidates, QR Code  
Scanning of e-Admit Cards and Live AI-based CCTV Surveillance  
during upcoming Examinations of end customer”**

**EOI No: RailTel/EOI/COMKTG/VAB/2024-25/Exams/02 Dated 15<sup>th</sup> July 2024**

## EOI NOTICE

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

### **EOI Notice No: RailTel/EOI/COMKTG/VAB/2024-25/Exams/02 Dated 15th July 2024**

RailTel Corporation of India Ltd., (here after referred to as "RailTel") invites EOIs from RailTel's Empaneled Partners for the selection of suitable partner for "Provision of Aadhaar based Fingerprint Authentication/Digital Fingerprint Capturing & Facial Recognition of Candidates, QR Code Scanning of e-Admit Cards and Live AI-based CCTV Surveillance during upcoming Examinations of end customer"

The details are as under:

1	Last date for submission of Technical Packet against EOIs by bidders	18 <sup>th</sup> July 2024 at 12:00 Hours
2	Opening of Technical Bid of EOIs	18th July 2024 at 12:15 Hours
3	Number of copies to be submitted for scope of work	One
4	EOI fees inclusive tax (Non-refundable)	Rs. 5,900/-
5	Token EOI EMD	Rs. 5,00,000/-

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

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

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

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

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

Note:

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

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

RailTel intends to participate in the tender floated by end customer for Aadhaar based Fingerprint Authentication/Digital Fingerprint Capturing & Facial Recognition of Candidates, QR Code Scanning of e-Admit Cards and Live AI-based CCTV Surveillance during upcoming Examinations and Recruitment Tests of esteemed end customer.

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

## **2. Scope of Work**

The Broad scope of work is as below:

1. IMPERSONATION CONTROL THROUGH BIOMETRIC AUTHENTICATION AND QR CODE SCANNING
2. LIVE AI-BASED CCTV SURVEILLANCE SERVICE

The detailed scope of work is as per the tender no. 2/6/2022-G.II dated 20.06 2024 floated by end customer organization

In case of any discrepancy or ambiguity in any clause / specification pertaining to scope of work area, the tender no. 2/6/2022-G.II dated 20.06 2024 floated by end customer organization supersede and will be considered sacrosanct. (All associated clarifications, response to queries, revisions, addendum and corrigendum, associated prime service agreement (PSA)/MSA/SLA also included.) Furthermore, in case if customer negotiates scope of work/commercials at any stage, the back back-to-back negotiations will be held with selected bidder and any change in the scope of work/commercials shall be passed on proportionately to the selected bidder.

Bidder can participate only as a sole bidder and consortium is not allowed. Sole bidder must be RailTel's empaneled partner.

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

## **3 Response to EOI guidelines**

### **3.1 Language of Proposals**

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

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

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

### **3.3 EOI response Document**

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

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

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

Bids shall remain valid for a period of 180 days from the date of submission of bid by RailTel to end customer.

### **3.5 Bidding Process**

The bidding process as defined in para 3.10 & 6.

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

- 3.6.1 Bidder shall furnish a sum as given in EOI Notice via online transfer/PBG/security deposit/DD from any scheduled bank in India in favour of "RailTel Corporation of India Limited" along with the offer. This will be called as EOI EMD.
- 3.6.2 Offers not accompanied with valid EOI Fees and EOI EMD shall be summarily rejected.
- 3.6.3 In case of bidder's offer is selected for participating in the end customer's tender, bidder has to furnish balance Earnest Money Deposit of Rs. 75 lakh. The selected Bidder shall have to submit a Bank Guarantee against EMD in proportion to the quoted value/scope of work to RailTel.
- 3.6.4 Return of EMD for unsuccessful Bidder: EOI EMD of the unsuccessful bidder shall be returned without interest after completion of EOI process/Completion of end customer process whichever is later.
- 3.6.5 Return of EMD for successful Bidder: EOI-EMD & Earnest Money Deposit if applicable of the successful bidder will be discharged / returned as promptly as possible after the receipt of RailTel's EMD/BG from the Customer and or on receipt of Security Deposit Performance Bank Guarantee as applicable (clause no. 3.7) from bidder whichever is later.
- 3.6.6 Forfeiture of EOI EMD or EOI EMD and or Penal action as per EMD Declaration:
  - a) The EOI EMD may be forfeited and or penal action shall be initiated if bidder withdraws his offer or modifies the terms and conditions of the offer during validity period.
  - b) In case of non-submission of SD/PBG (as per clause no. 3.7) lead to forfeiture of EOI EMD, EMD (balance proportionate EMD) if applicable and or suitable action as prescribed in the EMD Declaration shall be initiated as applicable

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

3.7.1 In case the bidder is successful, the PBG of requisite amount proportionate to the agreed scope of the work against each work will have to be submitted to RailTel. PBG will be 5% of total work order value. If required PBG amount is less than Rs. 5 Lakh, then PBG shall be paid in online cash transfer/DD by successful bidder within seven days of issue of LOI.

3.7.2 As per work share arrangements agreed between RailTel and bidder the PBG will be proportionately decided and submitted by the selected bidder

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

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

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

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

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

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

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

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

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

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

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

- 1) In case of any discrepancy, terms and conditions mentioned in the end customer tender shall prevail.
- 2) Bidder shall be responsible for the scope of work its selected for. Any penalty against the non-performance/SLA shall be borne by bidder.
- 3) Successful bidder has to adhere to the execution timelines mentioned in the end customer work order to RailTel all the time during validity of contract.
- 4) RailTel shall sign definitive agreement with bidder in case RailTel's commercials are successful

and RailTel is awarded the work.

- 5) Variation in Quantity: Quantity may vary by +/- (increased or decreased) by 30% or as per end customer's requirement.
- 6) Contract period under this EOI is for three years or till the expiry of RailTel's contract with end customer, whichever is earlier. If RailTel's contract is terminated by end customer within 3 years, RailTel shall terminate the selected bidder's contract subsequently.
- 7) Work orders will be issued to selected bidder in phase matter basis of end customer requirement.
- 8) Bidder shall not enter into any arrangement with other organizations for purpose of bidding against the end customer's tender referred in this EOI.

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

SN	Particulars	Criteria for Tender Package
		(Mandatory Compliance & Document Submission)
<b>A)</b>	<b>Financial Conditions</b>	
i)	Sole Bidder should be registered under Companies Act, 1956 or Companies Act 2013 as amended should have at least five years of operations in India as on bid submission date. Consortium / Joint venture bid not allowed. Proprietorship / Partnership firms are also not allowed to participate	<ol style="list-style-type: none"> <li>1. Certificate of Incorporation/ Registration Certificate</li> <li>2. GST Registration</li> <li>3. PAN Card</li> </ol>
ii)	Sole Bidder should have average annual turnover of at least INR 100 Crore including turnover Examination-based projects during the last three financial years i.e. 2020-21, 2021-22 & 2022-23..	Audited balance sheets and Profit and loss statements/ Turnover Certificate issued by the Chartered Accountant. Certificate should contain UDIN no. issued by ICAI.
iii)	Sole Bidder should also have a positive net worth & be profitable in each of the last 3 financial years (i. e. 2020-21, 2021-22 & 2022-23)	Audited balance sheets and Profit and loss statements/ Turnover Certificate issued by the Chartered Accountant. Certificate should contain UDIN no. issued by ICAI.
<b>B)</b>	<b>Technical Conditions</b>	
iv)	The bidder should possess experience in conducting at least one (01) project PAN India related to biometric authentication/digital fingerprint capturing of candidates and Barcode/QR Code scanning of e-Admit cards for examination- based projects for at least 1,00,000 candidates in a single shift during the last 5 (five) years in Government departments, Public Sector Undertakings (PSU's), Public Service Commissions or Govt. bodies/organizations involved in examination work. Such projects should have been conducted in at least 05 (five) States/UT's across the country.	At least one (01) work order along with completion certificate is to be attached with the technical bid as proof of requisite experience

v)	The bidder should also possess experience in conducting at least one (01) project PAN India related to live CCTV surveillance of exam venues for examination-based projects during the last 5 (five) years in Government departments, Public Sector Undertakings (PSU's), Public Service Commissions or Govt. bodies/organizations.	At least one (01) work order along with completion certificate is to be attached with the technical bid as proof of requisite experience.
vi)	The bidder must also have experience of conducting at least one project PAN India for at least 12 Lakh candidates in a single slot for digital fingerprint capturing of candidates and live CCTV surveillance of exam venues for examination-based projects during the last 5 (five) years in Government departments, Public Sector Undertakings (PSU's), Public Service Commissions or Govt. bodies/organizations.	At least one (01) work order along with completion certificate is to be attached with the technical bid as proof of requisite experience.
vii)	The bidder should have valid ISO 9001:2015 and ISO 27001:2013 (Information Security Management System Standard)/STQC certificate	Documentary proof to be submitted along with Technical Bid
viii)	The bidder should not have been debarred/blacklisted by any Govt. Organization/ Board/ Council/ University/ Commission and any other Government/ PSU / Government undertaking organization. Any director or employee in the bidder company should neither be convicted by any court of law nor any criminal case be pending in any court of law/pending investigation in reference to conduct of examination/recruitment.	Undertaking on Bidder's Letter Head to be submitted
ix)	Bidder has to submit its bid for all the required services as part of Scope of Work of this RFP. Conditional / Partial bid will be rejected out rightly.	Undertaking to be submitted on Notary affidavit of INR 100
x)	MAF from OEM of CCTV Camera as per proforma at Annexure-IX	Document issued by the OEM
xi)	The bidder should have its own/rental Tier-3 Data Centre and DR recovery at 2 different locations within India for storage of sensitive data of examinations	Documentary proof to be submitted along with Technical Bid
Xii)	Technical Compliance Report w.r.t. Scope of Work as per Annexure-X	
C)	<b>Annexures</b>	
1)	<b>Annexure 1</b>	<b>Covering Letter:</b> Self-certification duly signed by authorized signatory on company letter head.



2)	<b>Annexure 2</b>	The Partner should agree to abide by all the technical, commercial & financial conditions of the the EOI. Self-certification duly signed by authorized signatory on company letter head.
3)	<b>Annexure 3</b>	An undertaking signed by the Authorized Signatory of the company letter head. The Bidder should not have been blacklisted/debarred by any Governmental/Non-Governmental Organization in India as on bid submission date for last three years.
4)	<b>Annexure-4</b>	Format for Affidavit to be uploaded by sole bidder along with the tender documents.
5)	<b>Annexure-5</b>	Non-disclosure agreement with RailTel.
6)	<b>Power of Attorney</b>	Power of Attorney in favour of one of its employees who will sign the Bid Documents Non Judicial stamp paper of Rs. 100 executed in presence of Public Notary. The paper has to be in the name of the bidder and POA should be EOI specific.
D	<b>Financial Quote:</b>	As per Annexure-6 This has to be submitted in password protected copy separately.

## 5. Bidder's Profile

The bidder shall provide the information in the below table:

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

## **6. Evaluation Criteria**

6.1 The bidders are first evaluated on the basis of the Eligibility Criteria as per clause 4 above.

6.2 The bidders who fulfill the eligibility criteria shall be further evaluated on the basis of price quoted. Bidder meeting eligibility criteria with lowest quoted price will be selected for optimizing technical and commercial solution so that most winnable solution is submitted to end customer.

6.3 RailTel reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants. The RailTel evaluation committee will determine whether the proposal/ information is complete in all respects and the decision of the evaluation committee shall be final. RailTel may at its discretion assign lead factor to the bidder as per RailTel policy for shortlisting partner against this EOI.

6.4 All General requirement mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable.

## **7. Payment terms**

- 7.1 RailTel shall make payment to selected bidder after receiving payment from end Customer for the agreed scope of work on back-to -back-basis. In case of any penalty or deduction made by customer for the portion of work to be done by bidder, same shall be passed on to Bidder.
- 7.2 Selected bidder shall support RailTel to submit invoices to end customer on time by providing completion certificates/Data for its scope of work.
- 7.3 Bidder/selected partner understands that if he so selected will be treated as Bidder and not vendor in any manner. It is categorically agreed without any doubt that provision related to MSME shall not be applicable to the selected partner and payment terms shall be governed in accordance with the definitive agreement entered into with bidder.
- 7.4 Railtel shall raise the invoices to end customer as per project milestones. Successful bidder has to ensure that project milestones are met so that invoicing can be done in time bound manner.
- 7.5 No advance payment will be made to selected bidder against any work.

## **8 SLA**

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

## **9. Liquidated Damages**

The selected bidder has to execute the work strictly as per scope of work and in accordance with the terms & conditions of the end customer tender. In the event of failure to abide by the tender terms & conditions, without prejudice to any other right or remedy available, recover any such amount suffered as loss from the selected bidder as ascertained/assessed by this office as liquidated damages in addition to forfeiture of Performance Security submitted by the Service Provider, subject to a maximum of 10% of the contract value.

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

COVERING LETTER (To be on company letter head)

To,

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

Sir,

SUB: Participation in the EoI process

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

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

We hereby declare that we shall not enter into any arrangement with other organizations for purpose of bidding against the end customer's tender referred in this EOI.

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

Authorized Signatory  
Name  
Designation

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

Self-Certificate (To be on company letter head)

EoI Reference No:

Date:

To,

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

Dear Sir,

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

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

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

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

Authorized Signatory

Name & Designation

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

<On Company letter head>

To,

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

**Undertaking for not Being Blacklisted/Debarred**

We, Company Name, having its registered office at Address

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

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

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Bidder's Company Seal:

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

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

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

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

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

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

DEPONENT  
SEAL AND SIGNATURE  
OF THE BA

VERIFICATION

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

DEPONENT

Dated:  
SEAL AND SIGNAURE  
OF THE BA

Place:

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



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

**NON-DISCLOSURE AGREEMENT**

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

By and between

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

And

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

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

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

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

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

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

**1. Permitted Use.**

(a) Receiving Party shall:

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

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

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

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

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

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

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

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

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

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

## **2. Designation.**

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

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

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

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

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

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

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

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

(i) termination of this Agreement;

(ii) expiration of this Agreement; or

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

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

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

**8. Notice.**

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

(i) by personal delivery, when delivered personally;

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

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

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

**RailTel Corporation of India limited:**

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

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

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

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

\_\_\_\_\_:

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

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

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

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

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

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

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

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

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

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

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

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

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

**13. Settlement of Disputes:**

- a) The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.
- b) In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.
- c) The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the parties.

**14. CONFIDENTIALITY OF NEGOTIATIONS**

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

**15. REPRESENTATION**

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

**16. ASSIGNMENT**

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

**17. EMPLOYEES AND OTHERS**

Each Party shall advise its Representatives, contractors, subcontractors and licensees, and shall require its Affiliates to advise their Representatives, contractors, subcontractors and licensees, of the obligations of confidentiality and non-use under this Agreement, and shall be responsible for ensuring compliance by its and its Affiliates' Representatives, contractors, subcontractors and licensees with such obligations. In addition, each Party shall require all persons and entities who are not employees of a Party and who are provided access to the Confidential Information, to execute confidentiality or non-disclosure

agreements containing provisions no less stringent than those set forth in this Agreement. Each Party shall promptly notify the other Party in writing upon learning of any unauthorized disclosure or use of the Confidential Information by such persons or entities.

## **18. NO LICENSE**

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

## **19. RELATIONSHIP BETWEEN PARTIES:**

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

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

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

## **21. MISCELLANEOUS**

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

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

\_\_\_\_\_ :

**RailTel Corporation of India Limited:**

By \_\_\_\_\_

Name:

Title:

By \_\_\_\_\_

Name:

Title:

Witnesses

## Annexure-VI: Financial Bid Format

S. No.	Particulars	Rate per Candidate per Shift  (exclusive of taxes) (in Rs.)	Rate per Candidate per Shift  (inclusive of taxes) (in Rs.)	Effective rate of taxes in % as applicable on date of tender
A	i.) Aadhaar based Fingerprint Authentication			
	ii.) Digital Fingerprint Capturing,			
	iii.) Facial Recognition of Candidates			
	iv.) QR Code Scanning of e-Admit Cards			
B	Live AI based CCTV surveillance service	Rate per Cameraper Shift (exclusive of Taxes) (in Rs.)	Rate per Cameraper Shift (inclusive of Taxes) (in Rs.)	
Total [A{(i) + (ii) + (iii) + (iv)} + B]				

### Note:

1. Rates should be quoted exclusive and inclusive of taxes as in the proforma.
2. Rates quoted by the bidder shall be inclusive of all incidental cost including transportation, handling, and installation etc.
3. Taxes will be taken into account for financial evaluation.
4. Rates shall remain valid for the entire duration of the contract or if end customer extends its contract with RailTel and RailTel at its discretion decides to extend contract as per above rates or further negotiation.
5. The total number of candidates mentioned may increase or decrease for each exam as per end customer requirements.

**Proforma for Performance Bank Guarantee**

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

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

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

2. We, ..... Bank **and our local branch at New Delhi (indicate detail address of local New Delhi Branch with code no.)** do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....

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

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

We, ..... Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and

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

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

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

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

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

Dated the                      day of                      2023

for .....

(Indicate the name of the Bank)

Witness

1. Signature  
Name
2. Signature  
Name



## **Annexure-VIII**

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

#### **POWER OF ATTORNEY**

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

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

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

(Add in the case of a Consortium)

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

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

(Signature and Name of authorized signatory)

\_\_\_\_\_

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

Seal of firm Company

Witness 1:

Witness 2:

Notes:

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

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

**Annexure-IX**

**Manufacturer Authorization Form**  
**(To be provided by OEM of CCTV Camera)**

To

The Secretary  
Union Public Service Commission,  
Dholpur House, Shahjahan Road,  
New Delhi-110069

Subject: Issue of the Manufacturer's Authorization  
Form (MAF) Reference: Tender Ref. No. \_\_\_\_\_ dated \_\_\_\_\_

Sir,

We {name and address of the OEM} who are established and reputed original equipment manufacturers (OEMs) of CCTV Camera do hereby authorize {M/s \_\_\_\_\_} who is our {Distributor/ Channel Partner/ Retailer/ Others <please specify>} to bid, negotiate and conclude the contract with you against the aforementioned Tender reference for the CCTV Cameras manufactured by us.

We hereby confirm that we comply with the required criteria mentioned below for manufacturer of CCTV Cameras and are providing the supporting documentary evidence.

1. OEM of CCTV should be CMMI Level 5, ISO 9001, ISO 14001, ISO 27001, ISO45001 Certified
2. Full time ONVIF member
3. UL and GDPR compliant (Certificate to be attached)
4. Registered in India since last 10 years as on day of bidding with manufacturing in India since last 5 years.

Yours faithfully, For and on behalf  
of M/s (Name of the manufacturer)  
(Authorized Signatory)  
Name & Designation:

\_\_\_\_\_  
Contact No.:

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

\_\_\_\_\_  
Seal:

**Annexure-X**

**Compliance Report w.r.t. Scope of Work**

We\_\_\_\_(Name of BidderOrganization) \_\_\_\_\_hereby furnish the technicalcompliance report as per NIT as under:-

<b>Sr. No.</b>	<b>Particulars</b>	<b>Compliance Report (Yes or No)</b>	<b>Page No.</b>
1.	We confirm the acceptance & understanding of deliverables by the bidder with respect to Scope of Work and other termsand conditions of this EOI and end customer tender.		
2.	We confirm that we/our empaneled agency has its own/rentalsite of Tier-3 Data centre and Disaster recovery at 2 differentlocations within India for storage of sensitive data of examination.		
3.	We confirm that we/our empaneled agency have ISO9001:2015 and ISO 27001:2013 (Information Security Management System Standard)/STQC certificates.		
4.	We confirm that we shall provide sufficient QR code scannerintegrated hand-held device along with sufficient manpowerat each and every examination venue to ensure that QR CodeScanning of e-Admit Cards, Aadhaar based Fingerprint Authentication (else Digital Fingerprint Capturing) and Facial Recognition of candidates activities are completed before the commencement of each shift of the exam within the stipulated time as instructed by end customer from time to time.		

**Annexure-XI**  
**UNDERTAKING FOR CAPABILITY**

We \_\_\_\_\_ (Name of the bidder)  
hereby affirm that we have the capability to conduct the project for implementation of  
Aadhaar based fingerprint authentication (else digital fingerprint capturing) & Facial  
Recognition of candidates, QR Code scanning of e-Admit cards and live AI-based CCTV  
surveillance during UPSC Exam/RT/Interview venues for at least 12,00,000 candidates in a  
single slot in the 80 centres.

(Authorized Signatory)  
Name & Address of the Bidder organization  
Phone No.

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**Annexure-XII**

**Declaration**

I \_\_\_\_\_s/o/d/o Shri.....hereby declare that none of the relatives of any employee of our organization is employed in Union Public Service Commission (UPSC), New Delhi. In case at any stage, it is found that the information given by me is false/incorrect, RailTel shall have the absolute right to take any action as deemed fit without any prior intimation to me

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

Authorized Signature, Date :

Designation : Organization : Mobile Number:(with Stamp)